AGENCY AGREEMENT

THIS AGREEMENT dated June 26, 2008.

BETWEEN:

RATTLESNAKE VENTURES INC., a corporation incorporated under the laws of the Province of Ontario, with its head office in Campbellville, Ontario (the "**Corporation**")

- and -

BLACKMONT CAPITAL INC., a corporation with an office in the City of Calgary, in the Province of Alberta (the "**Agent**")

WHEREAS:

A. The Corporation wishes to raise funds for the purposes described in the Prospectus by offering for sale the Offered Shares at the Share Price;

B. The Corporation has agreed to file a Prospectus in accordance with the Securities Legislation in order to qualify the distribution of the Offered Shares and the Agent's Option; and

C. The Corporation wishes to retain the Agent as its exclusive agent, and the Agent is willing to act as agent of the Corporation to solicit subscriptions for the Offered Shares on a commercially reasonable efforts basis, subject to the terms and conditions of this Agreement;

IN CONSIDERATION OF the mutual covenants and agreements set out in this Agreement, the parties agree as follows:

1. DEFINITIONS

1.1 For the purposes of this Agreement and any amendments to this Agreement the following words and phrases shall have the following meanings:

(a) "**Agent's Counsel**" means Irwin Professional Corporation;

(b) "**Agent's Option**" means the irrevocable and non-transferable option to purchase up to 250,000 Common Shares, at a price of $0.10 per Common Share, to be granted by the Corporation to the Agent, or designated sub-agents in accordance with section 2.7;

(c) "**Agent's Option Agreement**" has the meaning ascribed to it in section 2.7;

(d) "**Agent's Option Shares**" means the Common Shares to be issued on exercise of the Agent's Option;

(e) "**Agreement**" means this agreement, the recitals, the schedules attached to this Agreement and any amendments;

(f) "**Applicable Privacy Laws**" means any and all applicable laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial law including the *Personal Information Protection Act* (Alberta);

(g) "**Closing**" means the completion of the transactions contemplated by this Agreement on the Closing Date;

(h) "**Closing Date**" means the date upon which the Closing occurs, which date shall be agreed to between the Corporation and the Agent and shall not be more than 90 days from the date of the issuance of a receipt for the Prospectus by the Commissions, or such other date as the parties may agree and Securities Legislation may allow;

(i) "**Commissions**" means the Alberta Securities Commission, the British Columbia Securities Commission and the Ontario Securities Commission;

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

(k) "**CPC Policy**" means Policy 2.4 of the Exchange's Corporate Finance Manual and shall include all orders, policies, rules, instruments, regulations, by-laws, forms and procedures of the Commissions and the Exchange which govern offerings by capital pool companies, as amended from time to time;

(l) "**Escrow Agreement**" means the escrow agreement referred to in the Prospectus;

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

(n) "**Misrepresentation**" has the meaning ascribed to it by the applicable Securities Legislation;

(o) "**Minimum Subscription**" means the subscription for all of the Offered Shares;

(p) "**Offered Shares**" means the 2,500,000 Common Shares issued from the treasury of the Corporation at the Share Price pursuant to the Prospectus and this Agreement;

(q) "**Offering**" means the offer by the Corporation to sell the Offered Shares as contemplated by the Prospectus and this Agreement;

(r) "**Offering Jurisdictions**" means the provinces of Ontario, Alberta and British Columbia and such other jurisdictions as the Corporation and Agent may agree;

(s) "**Personal Information**" means information about an identifiable individual, but does not include business contact information when collected, used or disclosed for the purposes of contacting an individual in that individual's capacity as an employee or an official of an organization and for no other purpose;

(t) "**Preliminary Prospectus**" means the preliminary prospectus of the Corporation dated April 29, 2008, duly approved, signed, certified and filed with the Commissions in accordance with the Securities Legislation qualifying the distribution of the Offered Shares and Agent's Option;

(u) "**Prospectus**" means the prospectus of the Corporation and any amendments thereto, duly approved, signed, certified and filed with the Commissions in accordance with the Securities Legislation, qualifying the distribution of the Offered Shares and Agent's Option in the Offering Jurisdictions;

(v) "**Retainer**" has the meaning ascribed to it in section 2.3;

(w) "**Securities Legislation**" means, collectively, the applicable securities laws of each of the Offering Jurisdictions and the respective rules and regulations thereto, and the policy statements, rules, notices and blanket orders of the Commissions, the national instruments, the multilateral instruments, the national policy statements and uniform act policies applied by the Commissions, and the policies and by-laws of the Exchange, as amended from time to time;

(x) "**Share Price**" means $0.10 per Common Share;

(y) "**Subscribers**" means persons who subscribe for the Offered Shares;

(z) "**Subscription Funds**" means all funds received with respect to the Offered Shares in accordance with the terms and provisions of the Prospectus and this Agreement being $250,000;

(aa) "**Time of Closing**" means 2:00 p.m. (Calgary time) on the Closing Date, or such other time on the Closing Date as the Corporation and the Agent may agree; and

(bb) "**Total Subscription**" means all of the subscriptions for the Offered Shares, which shall amount to subscriptions received and accepted of 2,500,000 Common Shares for aggregate gross proceeds of $250,000 from not less than 200 Subscribers each beneficially owning at least 1,000 Common Shares free of resale restrictions exclusive of any Common Shares held by non arm's length parties (as defined in the Exchange’s Corporate Finance Manual) on or before the Closing Date.

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

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

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

2. APPOINTMENT AND REMUNERATION OF AGENT

2.1 Subject to the terms hereof, the Corporation appoints the Agent as the sole and exclusive agent and the Agent agrees to act as the sole and exclusive agent of the Corporation to assist in soliciting subscriptions to purchase the Offered Shares from Subscribers in the Offering Jurisdictions, pursuant to the Securities Legislation.

2.2 The Agent agrees to use its commercially reasonable efforts to sell all of the Offered Shares, but the Corporation understands and agrees that the Agent is acting as agent only and is under no obligation to purchase any of the Offered Shares. The Agent may retain other registrants to act as sub-agents to solicit subscriptions for the Offered Shares at no additional cost to the Corporation. The Agent shall be under no liability for any failure to sell any or all of the Offered Shares or to engage sub-agents.

2.3 The Corporation has paid to the Agent in consideration for services that have been performed and to be performed by the Agent pursuant to this Agreement a deposit in the amount of $10,000, as a retainer for the Agent’s legal and other expenses and disbursements (the "**Retainer**").

2.4 If the Minimum Subscription is not achieved, if the Corporation elects not to proceed with the financing or if the Agent elects not to be agent for the Offering as a result of deficiencies arising out of the due diligence review, then the Agent shall retain as payment for services rendered the Retainer and apply it against the Agent's expenses and the fees, charges and expenses of the Agent's Counsel and apply the balance to the Agent’s corporate finance work fee described below.

2.5 If the Minimum Subscription is achieved:

(a) the Agent shall apply the Retainer against the Agent's Counsel's fees and expenses;

(b) the Corporation will pay any other expenses and disbursements of the Agent and the balance of the fees, charges and expenses of the Agent and the Agent’s Counsel, as applicable, at the Time of Closing by certified cheque payable to or to the order of the Agent or payable as the Agent may otherwise direct in writing; and

(c) the Corporation shall further pay to the Agent, in consideration for the services performed by it pursuant to this Agreement, a commission in the amount of 10% of the Subscription Funds less the corporate finance work fee in the amount of

$10,000 paid by the Corporation to the Agent. The commission shall be paid at the Time of Closing by certified cheque payable to or to the order of the Agent, or in such other manner as the Agent may direct.

2.6 If the Agent retains sub-agents or receives subscriptions from sub-agents, the Agent, in its sole discretion, may pay them a commission as may be agreed among them, but in no event (unless otherwise agreed in writing by the Corporation) shall the Corporation be required pursuant to the Offering to pay any commissions in excess of the commissions as described in subsection 2.5(c).

2.7 Provided that the Closing occurs, the Corporation will grant the Agent's Option to the Agent and to any sub-agents as the Agent may direct on a pro rata basis or in any other split as provided by the Agent in writing at the Time of Closing and execute and deliver an agreement setting forth the terms and conditions of the options, which shall be substantially in the form of the option agreement appended hereto as Schedule "A" (the "**Agent's Option Agreement**"). The Agent's Option shall be qualified under and be distributed pursuant to the Prospectus.

3. SUBSCRIPTIONS

3.1 The Corporation will:

(a) at such time as subscriptions for the Total Subscription have been received; or

(b) at 5:00 p.m. on the day that is 90 days from the date of the issuance of the receipt for the Prospectus by the Commissions, or such other date as the parties may agree and Securities Legislation may allow;

whichever shall first occur, close the subscription books and thereafter shall not receive any further subscriptions for the Offered Shares.

3.2 Subscribers may subscribe for Offered Shares by delivering to the Agent, or any subagent retained pursuant to section 2.2 on or prior to the Closing Date:

(a) payment for 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. THE SUBSCRIPTION FUNDS

4.1 The Agent will hold until delivered to the Corporation, Subscription Funds in trust for the Subscribers pursuant to the terms of this Agreement, and Subscription Funds shall be dealt with by the Agent as provided in sections 4 and 5 hereof.

5. RELEASE OF SUBSCRIPTION FUNDS

5.1 The Agent shall not at any time deliver any Subscription Funds received by it to the Corporation until it has received written instructions from the Corporation instructing the Agent to deliver the Subscription Funds to the Corporation and to any other parties as directed.

5.2 Upon receiving the documentation referred to in section 5.1 and subject to sections 5.3 and 5.4 hereof, the Agent shall deliver at Closing to the Corporation or as directed in section 5.1, all Subscription Funds held by it pursuant to this Agreement.

5.3 If the Minimum Subscription is not received, the Agent shall promptly thereafter remit by ordinary mail to each person whose Subscription Funds are held by the Agent, unless the Subscribers have otherwise instructed the Agent, such person's Subscription Funds, without interest or deduction.

5.4 If the subscriptions of any Subscriber delivered to the Agent are for any reason rejected (in whole or in part) by the Corporation or Agent, acting reasonably, the Subscription Funds of the rejected subscriptions shall be returned to such Subscriber without interest or deduction in the manner provided in section 5.3.

6. OBLIGATIONS OF THE AGENT

6.1 The Agent covenants that it shall:

(a) use its commercially reasonable efforts to obtain subscriptions for all of the Offered Shares and without limiting the generality of the foregoing, to obtain subscriptions from at least 200 Subscribers, each of such Subscribers:

(i) beneficially owning at least 1,000 Common Shares free of Resale Restrictions (as "Resale Restrictions" is defined in the Exchange's Corporate Finance Manual Policy 1.1);

(ii) individually purchasing, directly or indirectly, no more than 2% of the Offered Shares, and, in conjunction with such Subscriber's Associates and Affiliates (as "Associates" and "Affiliates" are defined in the Exchange's Corporate Finance Manual Policy 1.1), purchasing no more than 4% of the Offered Shares; and

(iii) not being a Non Arm's Length Party to the CPC (as that term is defined in the Exchange's Corporate Finance Manual Policy 1.1); and

(iv) the ownership of Common Shares by the Agent and its Associates, Affiliates or Pro Group (as such terms are defined in the Exchange's Corporate Finance Manual) complies with Section 14.8 of the CPC Policy.

(b) not solicit subscriptions for Offered Shares except in compliance with applicable law (including the Securities Legislation), the rules, policies and by-laws of the

Exchange (including the CPC Policy) and the terms and conditions set forth in the Prospectus and this Agreement;

(c) close the subscription books and thereafter not receive any further subscriptions for the Offered Shares at the earlier of such time:

(i) as orders for all of the Offered Shares have been received and accepted by the Corporation; or

(ii) as prescribed by Securities Legislation;

(d) provide all such notices and documents as may be required by Securities Legislation in connection with the sale of the Offered Shares in the Offering Jurisdictions pursuant to the Prospectus and this Agreement, including without limiting the generality of the foregoing, to deliver to the Exchange (or, at the option of the Agent, to the Corporation for delivery to the Exchange) as soon as reasonably possible after the Closing, a Distribution Summary Statement (Exchange Form 2E) or such other document as may be required by the Exchange, if any;

(e) notwithstanding the foregoing, it is understood and agreed by the Corporation that the Agent is under no obligation pursuant to this Agreement to act as Sponsor or to provide a sponsor report for a Qualifying Transaction of the Corporation (as "Sponsor" and "Qualifying Transaction" are defined in the Exchange's Corporate Finance Manual Policy 1.1 and the CPC Policy respectively); and

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

7. REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

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

7.1 The Corporation has been duly incorporated and organized and is valid and existing and in good standing under the laws of its jurisdictions 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.

7.2 The Corporation does not own or have any interest in any asset or property of any kind whatsoever, other than cash or short term deposits with financial institutions.

7.3 The Corporation has undertaken no business since the date of its incorporation except as permitted by the CPC Policy.

7.4 The authorized capital of the Corporation consists of the share capital as disclosed in the Prospectus, and such number of Common Shares is issued and outstanding as is disclosed in the Prospectus, and all of the issued and outstanding Common Shares have been duly issued and are fully paid and non-assessable. None of the issued and outstanding securities of the Corporation is owned directly or indirectly by any director, officer, insider or promoter of the Corporation except as disclosed in the Prospectus. No person, firm or corporation has any agreement, 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 Common Shares or other securities of the Corporation, except as disclosed in the Prospectus.

7.5 The audited financial statements of the Corporation contained in the Prospectus, including the notes to such financial statements, fairly, in all material respects, present the financial position and condition of the Corporation, as at the date of such financial statements, reflect all liabilities (absolute, accrued, contingent or otherwise) of the Corporation as at the date of such financial statements, and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis, and there has not been any material change in such position from the date of such financial statements to the date of filing of the Prospectus.

7.6 The Corporation requires the signature of two (2) authorized persons on any cheques issued by the Corporation.

7.7 The information and statements contained in the Preliminary Prospectus and the Prospectus (except any such information and statements relating solely to the Agent) constitute full, true and plain disclosure of all material facts relating to the Corporation, the Offered Shares and the Agent's Option.

7.8 The Corporation has not negotiated or entered into a transaction of a nature material to the Corporation other than as disclosed in the Prospectus.

7.9 The Corporation has not reached an Agreement in Principle as defined in the CPC Policy and the board of directors of the Corporation has not reached a "meeting of minds" with any other parties to a proposed Qualifying Transaction (as defined in the CPC Policy) on fundamental terms in respect of which no material conditions exist the satisfaction of which are beyond the reasonable control of Non Arm's Length Parties (as defined in the Exchange's Corporate Finance Manual) to the Corporation or to the Qualifying Transaction.

7.10 The Preliminary Prospectus and the Prospectus do not contain a Misrepresentation (excluding for the purposes of any part of section 7, a Misrepresentation which is based upon information relating solely to the Agent and furnished to the Corporation by the Agent expressly for inclusion in the Preliminary Prospectus and Prospectus).

7.11 Except as disclosed in the Prospectus, there is no action, proceeding or investigation (whether or not purportedly on behalf of the Corporation) pending or, to the knowledge of the Corporation and its directors or officers, threatened against or affecting the

Corporation, at law or in equity or before or by any court or federal, provincial, municipal, county or other government department, commission, board or agency, domestic or foreign, including without limitation the Commissions, the Exchange, or any other securities commissions, stock exchange or similar regulatory authority, which in any way materially adversely affects the Corporation, or the (financial or other) condition of the Corporation or which questions the validity of the issuance, as fully paid and non-assessable, of the Offered Shares or any action taken or to be taken by the Corporation pursuant to or in connection with this Agreement.

7.12 The Corporation is not in default or breach of, and the execution and delivery of this Agreement, and all other material contracts (as disclosed in the Prospectus), the performance and compliance with the terms of this Agreement and all other material contracts, and the sale of the Offered Shares or the grant of the Agent's Option by the Corporation does not and will not result in any breach of, or be in conflict with or constitute a default under, or create a state of facts which after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, or resolutions of the directors or shareholders of the Corporation, or any mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party, any judgment, decree, order, statute, rule or regulation applicable to the Corporation and any term or provision or condition (financial or otherwise) applicable to the Corporation.

7.13 There is no person, firm or corporation acting or purporting to act for the Corporation entitled to any brokerage or finder's fee in connection with this Agreement or any of the transactions contemplated by this Agreement, except as provided in this Agreement and as referred to in the Prospectus.

7.14 To the knowledge of management of the Corporation, none of the directors or senior officers of the Corporation, any holder of more than 10% of its outstanding Common Shares, any Promoters of the Corporation, or any Associates or Affiliates of any of the foregoing persons or companies (as "Promoters", "Associates" or "Affiliates" are defined in the Securities Legislation) has had any material interest, direct or indirect, in any material transaction within the three years prior to the original date of the Preliminary Prospectus, has any material interest, direct or indirect, in any material transaction or proposed material transaction which, as the case may be, materially affects, is material to or will materially affect the Corporation, except as stated in the Prospectus, in which are fully set forth all relevant particulars.

7.15 To the knowledge of management of the Corporation, there are no voting trust or pooling agreements.

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

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

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

(c) the equitable or statutory powers of the courts in Canada having jurisdiction to stay proceedings before them and the execution of judgments; and

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

7.17 Upon payment of the proceeds for the Offered Shares, the Offered Shares will be validly authorized and issued, the Agent's Option will be validly created, granted, authorized and delivered and the Agent's Option Shares will be validly authorized, allotted and reserved for issuance upon the exercise of the Agent's Option in accordance with its terms, and the Offered Shares and Agent's Option Shares will, when issued, be issued as fully paid and non-assessable securities and will be issued free and clear of all liens, charges and encumbrances of any kind whatsoever.

7.18 The Corporation has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its Common Shares or any other shares of any class since incorporation, and there is not, in the constating documents or by-laws of the Corporation or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which the Corporation is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of the Corporation or the payment of dividends by the Corporation to the holders of its Common Shares.

7.19 Application was made to list the existing issued and outstanding Common Shares, Offered Shares and Agent's Option Shares on the Exchange concurrently with the filing of the Preliminary Prospectus.

7.20 Equity Transfer & Trust Company, at its principal offices in Toronto, has been appointed transfer agent and registrar for the Common Shares.

7.21 No approval, authorization, consent or other order of any governmental authority is required in connection with the execution, delivery or performance by the Corporation of this Agreement except requisite filings with the Commissions (and the issuance by it of receipts for the Prospectus) and the Exchange and final consent to the Offering from the Exchange.

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

7.23 Except as disclosed in the Preliminary Prospectus and the Prospectus, no order ceasing or suspending trading in securities of the Corporation or prohibiting the sale of such securities has been issued against the Corporation or, to the best of the Corporation's knowledge, after due inquiry: (i) any of its directors, officers and promoters; (ii) any other companies that have common directors, officers and promoters; and (iii) no proceedings for this purpose have been instituted or are pending, contemplated or threatened.

7.24 No securities commissions or other governmental authority has issued any order preventing or suspending the use of the Preliminary Prospectus or the Prospectus.

7.25 The Corporation has not made and will not for such time as the Corporation is considered a "Capital Pool Company" under the CPC Policy make any payments which are prohibited by the CPC Policy.

7.26 All statements, facts, data, information and materials made, furnished or provided from time to time by the Corporation in writing to the Agent relating to the Corporation or the directors and officers of the Corporation were true and correct in all material respects as at the respective dates of said documents and all material facts relating to the Corporation have been fully disclosed to the Agent and such statements, facts, data, information and materials did not and do not contain a Misrepresentation (except where modified or superseded by statements, facts, data, information and materials subsequently provided to the Agent).

7.27 The minute books of the Corporation, as provided to Agent's Counsel, 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.

7.28 The Corporation has advised the directors, officers and insiders of the Corporation about:

(a) the nature and scope of their responsibilities and duties as directors and officers, respectively, of a public corporation listed on the Exchange, including, without limitation, the matters set out in Policy 3.1 of the Exchange's Corporate Finance Manual; and

(b) the obligations of the Corporation to prepare, file, publish and disseminate, as applicable, such information and documentation as may be required by the Securities Legislation, including, without limitation, Policies 3.2 and 3.3 of the Exchange's Corporate Finance Manual.

7.29 The directors and senior officers of the Corporation have or will have been provided with a copy of the Preliminary Prospectus and the Prospectus for their review, and the directors have or will have duly approved the Preliminary Prospectus and the Prospectus and the financial statements thereto at the respective times they are filed with the Commissions and the Exchange and will have authorized their distribution by the Agent in connection with the Offering.

8. COVENANTS OF THE CORPORATION AND CONDITIONS OF CLOSING

The Corporation covenants and agrees with the Agent and undertakes that:

8.1 Now and at all times subsequent hereto during the distribution of the Offered Shares to the public, the Preliminary Prospectus and Prospectus taken together with any amendments thereto do and will fully comply with the requirements of the Securities Legislation. The Prospectus together with any amendments thereto does and will during such period provide full, true and plain disclosure of all material facts relating to the Corporation, to the Offered Shares and to the distribution of the Offered Shares to the public, and does not and will not during such period contain a Misrepresentation; provided that the foregoing covenants of the Corporation do not and shall not apply with respect to statements contained in the Prospectus relating solely to the Agent and furnished to the Corporation by the Agent expressly for the inclusion in the Preliminary Prospectus and Prospectus.

8.2 The Corporation shall promptly inform the Agent in writing during the period of the distribution of the Offered Shares to the public, of full particulars of any material change (actual, anticipated or threatened):

(a) in the business, affairs, conditions (financial or otherwise) or prospects of the Corporation of which the Corporation is aware, after due inquiry;

(b) relating to any director, insider, officer or promoter of the Corporation of which the Corporation is aware, after due inquiry;

(c) in any material fact contained in or omitted from the Preliminary Prospectus or Prospectus, or any amendment thereto, which is, or may be, of such a nature as to make any such fact untrue, false or misleading at the time and in light of the circumstances under which it was made;

(d) in any statements, facts, data, personal information form or materials provided to the Agent with respect to the directors, officers, insiders and promoters of the Corporation or, if applicable, the Corporation's potential Qualifying Transaction (as that term is defined in the CPC Policy); or

(e) in any of the representations and warranties contained in section 7 of this Agreement;

and the Corporation shall file under the Securities Legislation, as soon as reasonably possible, and in any event within any statutory limitation therefor, such new or correcting information, amendments and other documents as the Securities Legislation or the Agent may require. The Corporation shall provide the Agent with copies of such information, amendments or other documents as the Agent may reasonably require. The terms "material change" and "material fact" shall have the meanings ascribed thereto by the Securities Legislation.

8.3 The Corporation shall in good faith discuss with the Agent any change in circumstances which is of a nature that there is reasonable doubt as to whether notice in writing need be given to the Agent pursuant to section 8.2 hereof.

8.4 During the period of distribution to the public of the Offered Shares, the Corporation will advise the Agent promptly of any request of the Commissions, the Exchange or any other regulatory body for any amendment to the Preliminary Prospectus or the Prospectus or for any additional information, or the issuance by the Commissions, Exchange or any other securities Commissions, stock exchange or similar regulatory authority, of any cease trading order, halt order or similar order relating to the Common Shares or Offered Shares or the use of the Prospectus, or of the institution or threat of institution of any proceedings for that purpose or of the receipt by the Corporation of any communication from the Commissions, Exchange or any other securities commissions, stock exchange or similar regulatory authority relating to the Preliminary Prospectus, Prospectus or the offering of the Offered Shares. The Corporation will use its best efforts to prevent the issuance of any such cease trading order or halt order and, if issued, to obtain the withdrawal thereof as soon as possible.

8.5 The Corporation will deliver, from time to time without charge, to the Agent as many commercial copies of the Preliminary Prospectus and Prospectus (and in the event of an amendment thereto, of such amended Preliminary Prospectus and Prospectus) as the Agent may reasonably request and such delivery shall constitute the consent of the Corporation to the use thereof in connection with the Offering subject to the provisions of Securities Legislation relating thereto.

8.6 On or before the Closing Date, the Corporation will use its best efforts to take or cause to be taken all steps and proceedings (including but not limited to the filing of the Preliminary Prospectus and Prospectus and the obtaining of a receipt for the Prospectus from the Commissions under the Securities Legislation), necessary in order to qualify for distribution the Offered Shares for sale to Subscribers through the Agent and any sub-agents retained pursuant to section 2.2, and to qualify for distribution the Agent's Option.

8.7 At the Time of Closing, the Corporation shall deliver addressed to the Agent and Agent's Counsel from counsel of the Corporation a favourable legal opinion acceptable to the Agent and the Agent's Counsel to the effect that:

(a) the Corporation has been duly incorporated and organized and is a valid and existing corporation under the laws of Canada and at the date of this opinion, the Corporation has all requisite corporate power and authority to carry on its business as described in the Prospectus;

(b) the authorized capital of the Corporation consists of an unlimited number of Common Shares and an unlimited number of preference shares issuable in series, of which, upon completion of the issue and sale of the Offered Shares in accordance with this Agreement, 6,350,000 Common Shares and no preference shares are issued and outstanding as fully paid and non-assessable shares and there are no securities convertible into securities of the Corporation or any agreement, warrant, option, right of privilege being or capable of becoming an agreement, warrant, option, right or privilege for the purchase of any unissued securities of the Corporation except as described in the Prospectus; the existing issued and outstanding Common Shares have been validly issued in accordance with applicable corporate and securities laws;

(c) the Common Shares of the Corporation conform in all material respects with the description thereof in the Prospectus;

(d) the Corporation's directors and officers as disclosed in the Prospectus have been duly elected or appointed and hold the offices indicated in the Prospectus;

(e) except as disclosed in the Prospectus, we are not aware of any actions, suits or proceedings, pending or threatened, against the Corporation;

(f) all financial statements contained in the Prospectus have been approved by the Corporation's board of directors;

(g) all necessary action has been taken by the board of directors of the Corporation to authorize the creation, issuance and sale by the Corporation of the Offered Shares in the manner contemplated by the Agency Agreement;

(h) all approvals, permits, consents, orders and authorizations have been obtained and all necessary documents have been filed under the laws of the Offering Jurisdictions to qualify the issuance, sale and distribution of the Offered Shares by the Prospectus to the public in the Offering Jurisdictions through registrants registered under the respective laws of the Offering Jurisdictions who have complied with such laws;

(i) all approvals, permits, consents, orders and authorizations have been obtained and all necessary documents have been filed under the laws of the Offering Jurisdictions to qualify the issuance, sale and distribution of the Agent's Options by the Prospectus to the Agent (or to any sub-agents) in the Offering Jurisdictions through registrants registered under the respective laws of the Offering Jurisdictions who have complied with such laws;

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

(k) the authorization, execution, delivery and fulfilment of the terms of this Agreement, the Agent's Option Agreement and the Escrow Agreement by the Corporation do not conflict with or result in a material breach of or a default under:

(i) any of the terms, conditions or provisions of the articles or by-laws of the Corporation;

(ii) any agreement or indenture of which counsel of the Corporation is aware to which the Corporation is a party or by which it is bound; or

(iii) any shareholders' or directors' resolutions of the Corporation of which counsel of the Corporation is aware;

(l) all necessary corporate action has been taken by the Corporation to authorize the grant of the Agent's Option and the issuance of the Agent's Option Shares issuable upon exercise of the Agent's Option and the Agent's Option Shares, when issued in accordance with the terms of the Agent's Option Agreement, including receipt of the exercise price therefor, will be validly issued as fully paid and non-assessable shares;

(m) assuming that the Agent's Option Shares are issued in accordance with the terms and conditions of the Agent's Option Agreement, then no filing, proceeding, approval, permit, registration, prospectus, consent or authorization is required to be made, filed, registered, taken or obtained under the securities laws of the Offering Jurisdictions to permit the issuance to the Agent (or to any sub-agents) by the Corporation of the Agent's Option Shares upon the exercise of the Agent's Option and, provided that the trade is not a control distribution and the Corporation is a reporting issuer at the time of the trade, the first trade by the Agent of the Agent's Option Shares will not be subject to the prospectus requirements of the securities laws of the Offering Jurisdictions;

(n) the Exchange has approved the listing of the existing 3,850,000 Common Shares issued and outstanding, the 2,500,000 Offered Shares and the 250,000 Agent's Option Shares and the Common Shares issuable on exercise of options to be granted under the Stock Option Plan of the Corporation, subject to the Corporation fulfilling all of the requirements of the Exchange;

(o) the Offered Shares, if, as and when listed on a prescribed stock exchange (which includes the Exchange), will be qualified investments for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan or a deferred profit sharing plan as defined under the *Income Tax Act* (Canada) and the regulations made under that Act;

(p) Equity Transfer & Trust Company at its principal office in Toronto has been duly appointed registrar and transfer agent of the Common Shares;

(q) the form of the definitive share certificate representing the Common Shares of the Corporation has been duly approved and adopted by the Corporation and complies with the provisions of the *Business Corporations Act* (Ontario) and with the applicable policies and by-laws of the Exchange;

(r) the Corporation is a reporting issuer, not in default, in the Offering Jurisdictions; and

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

8.8 In giving the foregoing opinions counsel for the Corporation may, as to matters of fact not within its knowledge, rely upon certificates as to such facts acceptable to Agent's Counsel, signed, in the case of the Corporation, by the President or a director of the Corporation and may rely on the opinions of local counsel in the Offering Jurisdictions acceptable to Agent's Counsel, acting reasonably.

8.9 The net proceeds received by the Corporation from the sale of the Offered Shares and any Common Shares sold prior to the date of the Prospectus will be applied for the specific purposes more particularly set out under "Use of Proceeds" in the Prospectus and in compliance with the provisions of the CPC Policy and the Corporation has advised the Corporation's directors and officers of the requirements and restriction on the use of the net proceeds as set out in the CPC Policy.

8.10 The Corporation shall deliver to the Agent at the Time of Closing a certificate, in form and substance satisfactory to Agent’s Counsel, acting reasonably, signed by the President or Chief Executive Officer of the Corporation and Chief Financial Officer, in their respective capacities as directors and officers and not in their personal capacities, dated as of the Closing Date and addressed to the Agent and the Agent's Counsel to the effect that:

(a) the representations and warranties of the Corporation contained in this Agreement are true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as at the Closing Date after giving effect to the transactions contemplated by the Prospectus;

(b) the Corporation has duly complied in all material respects with all covenants and satisfied all the conditions in this Agreement (except those waived in writing by the Agent) on its part to be performed or satisfied at or prior to Closing;

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

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

(e) the Corporation does not have an Agreement in Principle as defined in the CPC Policy and has not negotiated or entered into a transaction of a nature material to the Corporation other than as disclosed in the Prospectus; and

(f) no event of material default under any agreement or instrument to which the Corporation 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 any such agreement or instrument has occurred and is continuing.

8.11 The Corporation shall have delivered to the Agent at or prior to closing authorizations for the collection, retention and use of personal information for each officer, director, promoter, principal or other insider of the Corporation in form and substance acceptable to the Agent in its sole discretion in relation to its due diligence and other obligations hereunder and in respect to the prospectus filing.

8.12 The Corporation shall deliver to the Agent at the Closing such other documents and certificates that the Agent may reasonably require.

8.13 The Corporation will promptly deliver to the Agent all documents or information reasonably requested by the Agent in relation to the transactions contemplated in this Agreement and in relation to the performance by the Agent of its due diligence investigations in respect of the Preliminary Prospectus and the Prospectus and the listing of the Common Shares of the Corporation on the Exchange, including, without limitation, Personal Information Forms for all insiders, shareholders lists, financial statements and business plans.

8.14 As soon as possible after the Closing and in any event within 15 days of the Closing Date, unless otherwise agreed to by the Agent, the Corporation shall take all necessary steps to complete and file with the Exchange its application for listing with all other documentation required by the Exchange to allow for the listing and posting for trading of the Common Shares on the Exchange.

8.15 Subject to section 9, the Agent can, in its sole discretion, retain at the Corporation's expense, any agents, experts, professionals or others which it reasonably deems necessary or advisable in order to perform its obligations and due diligence procedures under this Agreement and in accordance with the Exchange's Corporate Finance Manual, and the Corporation covenants that it will comply with all reasonable requests by such agents, experts or professionals in respect of their investigations into the business and affairs of the Corporation.

8.16 Until the Corporation completes a Qualifying Transaction, the Corporation will comply with all applicable provisions of the CPC Policy. The Corporation will use its best efforts to maintain its status as a reporting issuer not in default of any Securities Legislation in the Offering Jurisdictions for a period of 24 months following the date that its Common Shares are listed and posted for trading on the Exchange and will use its best efforts to maintain its listing on the Exchange during such 24 months and to complete a Qualifying Transaction within 24 months.

8.17 It is understood that the Agent may waive, in whole or in part, non-compliance with any of the conditions or other matters contained in this Agreement or extend the time for compliance therewith without prejudice to its rights in respect of any other condition or conditions or any other subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon the Agent only if it is in writing.

8.18 The Closing shall occur at the Time of Closing on the Closing Date at the Toronto office of counsel to the Corporation.

8.19 At the Time of Closing, the Corporation shall direct Equity Transfer & Trust Company, as the registrar and transfer agent for the Common Shares, to issue the Offered Shares in accordance with the instructions of the Agent.

8.20 Unless otherwise provided herein, at the Time of Closing, the Corporation shall deliver to the Agent payment of the Agent's commission, fees and expenses as provided for in sections 2 and 9 hereof.

8.21 At the Time of Closing, the Offered Shares have been made "eligible" by CDS Clearing and Depository Services Inc. and counsel to the Corporation shall have provided written confirmation of such eligibility to Agent's Counsel.

8.22 During the period commencing with the date hereof and ending on the Closing Date (unless otherwise specified), it will promptly provide to the Agent and Agent's Counsel, for review, prior to filing or issuance of the same, any proposed public disclosure document, including without limitation, any press release (including any press releases issued after the Closing Date related to this Agreement and the Offering) or material change report and the Corporation will use its commercially reasonable efforts to agree with the Agent as to the form and substance of such document and an appropriate legend regarding US distribution shall be included on each page of any press release as follows: "Not for distribution to United States newswire services or for dissemination in the United States".

9. EXPENSES

9.1 All costs and expenses of or incidental to the transaction contemplated by this Agreement and the issue and sale of the Offered Shares pursuant to this Agreement, whether or not the Offering is completed, are to be assumed and paid by the Corporation, including without limiting the generality of the foregoing, corporate finance fees, the reasonable fees, disbursements and expenses of the Agent's Counsel, all other reasonable expenses incurred by the Agent in connection with the Offering, costs of printing and delivering the definitive certificates representing the Offered Shares, the fees and expenses payable to the Exchange and the Commissions, the fees and disbursements of qualifying the offering of the Offered Shares and Agent’s Option for sale to the public under the Securities Legislation, any marketing fees of the Agent in connection with the Offering, the fees and disbursements of the transfer agent and depository, the preparation, printing and delivery of the Preliminary Prospectus and the Prospectus, and the fees, charges and expenses of the counsel and auditors of the Corporation. Such expenses, costs and disbursements of the Agent and Agent's Counsel shall be payable on the earlier of the Time of Closing and the Corporation receiving an invoice for such expenses, costs and disbursements from the Agent.

10. INDEMNIFICATION OF AGENT

10.1 The Corporation covenants and agrees to protect and indemnify the Agent, its directors, officers, employees, advisors and agents and any other registrants retained by the Agent as sub-agents pursuant to section 2.2 and their respective directors, officers, employees, advisors and agents (collectively the "**Indemnified Persons**"), from and against all actual or threatened claims, actions, suits, investigations and proceedings (collectively the "**Proceedings**") and all losses, claims, damages, liabilities, costs or expenses (except loss of profits) (collectively "**Liabilities**") caused or incurred by reason of or resulting directly or indirectly from:

(a) any Misrepresentation or alleged Misrepresentation contained in the Preliminary Prospectus or in the Prospectus, or in any supplemental, additional or ancillary material, information, evidence, return, report, application, statement, table or document that may be filed by or on behalf of the Corporation under the Securities Legislation, except any Misrepresentation which is based upon information relating solely to the Agent and furnished to the Corporation by the Agent expressly for inclusion in the Preliminary Prospectus and the Prospectus;

(b) any order, inquiry or investigation related to the offering of the Offered Shares arising out of any statement contained in the Preliminary Prospectus or Prospectus and brought by the Commissions, the Exchange or any other securities Commissions, stock exchange or similar regulatory authority, except such orders, inquiries and investigations relating solely to the Indemnified Persons or any one of them or any formal inquiry or investigation, whether prior to or subsequent to Closing, into the affairs, records or accounts of the Corporation or into holdings of securities of the Corporation or transactions in securities of the Corporation, which is commenced or contemplated by either or both of the Commissions or the Exchange except where it relates solely to the activities of the Agent;

(c) any breach of any of the representations, warranties or covenants of the Corporation contained in this Agreement;

(d) any prohibition or restriction of trading in the Offered Shares or the Agent's Option Shares, or any prohibition affecting the distribution of the Offered Shares or the Agent's Option Shares which may be ordered by any one or more competent authorities if such prohibition or restriction of trading is based on any Misrepresentation in the Preliminary Prospectus or Prospectus, except any Misrepresentation which is based upon information relating solely to the Agent and furnished to the Corporation by the Agent expressly for inclusion in the Preliminary Prospectus and the Prospectus;

(e) any Subscriber effectively rescinding its subscription for the Offered Shares pursuant to a right of rescission under which a Subscriber may rescind a contract on the grounds that the Prospectus contains a Misrepresentation; and

(f) the Preliminary Prospectus or Prospectus failing to comply with the requirements of the Securities Legislation so as to permit the lawful sale of Offered Shares or by reason of the Corporation having failed to take or cause to be taken such steps or proceedings as were necessary to permit the lawful sale of Offered Shares as contemplated by the Prospectus and this Agreement.

10.2 If any matter or thing contemplated by section 10.1 shall be asserted against any Indemnified Persons, the Agent shall notify the Corporation as soon as possible of the nature of such claim and the Corporation shall be entitled (but not required) to assume the defence of any suit or proceeding brought to enforce such claim; provided however, that the defence shall be through legal counsel acceptable to the Indemnified Person, acting reasonably, and that no settlement may be made by the Corporation or the Indemnified Person without the prior written consent of the other. If the Corporation assumes the defence of any such suit, each of the Indemnified Persons shall continue to have the right to employ their own counsel in any proceeding relating to the claim contemplated by section 10.1 and the fees and expenses of such counsel shall be recoverable by the Indemnified Persons from the Corporation to the extent that the same shall be covered by the indemnity in section 10.1 if:

(a) the Indemnified Persons have been advised by such counsel that there may be legal defences available to them which are different from or additional to defences available to the Corporation (in which case the Corporation shall not have the right to assume the defence of such proceedings on their behalf);

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

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

10.3 In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Agreement is due in accordance with its terms but is (in whole or in part), for any reason, held by a court to be unavailable from the Corporation on policy grounds or otherwise, each of the Corporation and the Indemnified Persons shall contribute to the aggregate Liabilities (or Proceedings in respect thereof) to which they may be subject or which they may suffer or incur in such proportion as is appropriate to reflect not only the relative benefit received by the Corporation on the one hand and by the Indemnified Persons on the other hand from the Offering, but also to reflect the relative fault of the Indemnified Persons, on the one hand, and the parties from whom indemnity is sought, on the other hand, in connection with the statement, omission, Misrepresentation or alleged Misrepresentation, order, inquiry, investigation or other matter or thing which resulted in such Liabilities, as well as any other relevant equitable considerations.

The relative benefits received by the Corporation, on the one hand, and the Indemnified Persons, on the other hand, shall be deemed to be in the same proportion as the total proceeds of the Offering received by the Corporation (net of fees but before deducting expenses) and to the fees received by the Agent, respectively. In the case of liability arising out of the Prospectus, the relative fault of the Corporation, on the one hand, and of the Indemnified Persons, on the other hand, shall be determined by reference, among other things, to whether the statement, omission, Misrepresentation or alleged Misrepresentation, order, inquiry, investigation or other matter or thing referred to in section 10.1 which resulted in such Liabilities relates to information supplied or which ought to have been supplied by, or steps or actions taken or done on behalf of or which ought to have been taken or done on behalf of, the Corporation or the Indemnified Persons, and the parties relative intent, knowledge, access to information and opportunity to correct or prevent such statement, omission, Misrepresentation or alleged Misrepresentation, order, inquiry, investigation or other matter or thing referred to in section 10.1.

The amount paid or payable to an Indemnified Person as a result of any Proceedings or Liabilities shall, without limitation, include any legal or other expenses reasonably incurred by the Indemnified Person in connection with investigating or defending such Proceedings or Liabilities, whether or not resulting in any formal action, suit, proceeding or claim.

The Corporation agrees that it would not be just and equitable if contributions pursuant to this Agreement were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraphs.

Notwithstanding the foregoing, any liability of the Indemnified Persons under this section shall be limited to the amount of the fees payable to the Agent pursuant to section 2.5.

10.4 The rights to indemnify and right of contribution provided in the foregoing sections shall be in addition to and not in derogation of any other right to contribution which the Indemnified Persons may have by any statute or otherwise at law or in equity. The Corporation waives all rights of contribution that it may have against any Indemnified Persons relating to any Liability or Proceeding in respect of which the Corporation has agreed to indemnify the Indemnified Persons hereunder.

10.5 It is the intention of the Corporation to constitute the Agent as trustee for the Indemnified Persons for the purposes of sections 10.1 to 10.4, inclusive, and the Agent shall be entitled, as trustee to enforce such covenants on behalf of any other Indemnified Persons.

10.6 If any Proceeding is brought in connection with the transactions contemplated by this Agreement and the Agent is required to testify in connection therewith or is required to respond to procedures designed to discover information relating thereto, it will have the right to employ its own counsel in connection therewith, and the reasonable fees and disbursements of such counsel in connection therewith and any other reasonable costs and out-of-pocket expenses incurred by them in connection therewith as well as its reasonable fees at the normal per diem rate for the Agent's directors, officers, employees and agents involved in preparation for and attendance at such Proceedings or in so responding will be paid by the Corporation as they are incurred.

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

10.8 The obligations under the indemnity and right of contribution provided for in this Agreement shall apply whether or not the transactions contemplated by this Agreement are completed and shall survive the completion of the transactions contemplated under this Agreement and the termination of this Agreement.

11. ADDITIONAL CONDITIONS

11.1 If at any time prior to the Time of Closing:

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

(b) there shall develop, occur or come into effect any event of any nature whatsoever or disclosure of any such event which, in the Agent's opinion has had or will have a material adverse effect upon the state of financial markets in Canada such that the Offering should be withdrawn;

(c) if any new or amended Prospectus discloses information that results at any time prior to the Time of Closing in any Subscriber exercising rights under the Securities Legislation to withdraw from or rescind their purchase thereof;

(d) an order to restrict, cease or halt trading in the Offered Shares or any other securities of the Corporation has been made by the Commissions, the Exchange or any other securities commissions, stock exchange or other regulatory authority having jurisdiction over the Corporation and has not been rescinded, revoked or withdrawn;

(e) there is any material breach or non-performance of any of the covenants, representations and warranties of the Corporation contained in this Agreement that has not been rectified, remedied or waived forthwith or any representation or warranty given by the Corporation herein is or becomes false;

(f) any inquiry, investigation or other proceeding (whether formal or informal) in relation to the Corporation or any of its directors, officers, promoters or insiders is commenced, announced or threatened, or any order is issued by any federal, provincial or other government authority or by any stock exchange, or there is any change of law which, in the sole opinion of the Agent operates or will operate to prevent or to restrict the trading of the Common Shares or the distribution of any Common Shares or materially adversely affects or may materially adversely affect the marketability of the Offered Shares;

(g) there is any material breach or non-performance by the Corporation of any provisions of any order of the Commissions or the Exchange;

(h) if there should develop, occur or come into effect or existence any event, action, state, condition or financial occurrence of consequence or any governmental action, law, regulation, inquiry or other occurrence of any nature whatsoever, including without limitation, accidents, acts of terrorism or public protest which, in the sole opinion of the Agent materially adversely affects or involves, the financial markets generally or the business, operations, affairs or financial condition of the Corporation, or the marketability of the Offered Shares;

(i) there is any amendment to Securities Legislation which, in the sole opinion of the Agent will impose any limitations or restrictions on the exercise of the Agent's Option or on the subsequent trading of Agent's Option Shares; or

(j) the Agent is not satisfied in its sole discretion with the results of its due diligence review and investigations;

the Agent shall be entitled, at its sole option, to terminate and cancel its obligations under this Agreement with no liability on the Agent's part, by written notice to that effect given to the Corporation not later than the Time of Closing. In the event of any such termination pursuant to the provisions of this section 10, the Corporation's obligations under this Agreement shall be at an end save and except that the Corporation shall be liable to make payment of such of the fees and expenses provided for in sections 2 and 9 to be payable by the Corporation. Notwithstanding the giving of any notice of termination hereunder, the provisions of section 10 and all rights of action in connection therewith shall survive Closing of the Offering.

12. RIGHT OF FIRST REFUSAL

12.1 The Corporation shall notify the Agent of the terms of any further equity financings or sponsorship that it requires or proposes to obtain during the period commencing on the date that the Common Shares become listed on the Exchange and ending twenty-four (24) months following the date that the Corporation completes a Qualifying Transaction and the Agent shall have the right of first refusal to act as (i) agent or underwriter, as applicable, in connection with any such financing, and (ii) sponsor in connection with any proposed Qualifying Transaction. The Agent may exercise the right of first refusal within fifteen (15) days following the receipt of the notice by notifying the Corporation that it will act as agent, underwriter or sponsor, as the case may be on the terms set out in such notice or as otherwise agreed. If the Agent fails to give notice within the fifteen (15) days that it will so act, the Corporation may then make other arrangements to obtain such services from another source on the same terms or on terms no less favourable to the Corporation. The right of first refusal does not terminate if, after receipt of any notice from the Corporation under this section, the Agent fails to exercise or waives the right. For purposes of this section, "equity financing" includes a debt financing where such debt is capable of being converted into equity securities of the Corporation.

13. NOTICE

13.1 Any notice under this Agreement shall be given in writing and either sent by facsimile, delivered or mailed by prepaid post to the party to receive such notice at the address indicated below, or at such other address as any party may hereafter designate by notice in writing to each of the others:

(a) to the Corporation at:

Rattlesnake Ventures Inc.
10463 Guelph Line, RR#1
Campbellville, ON L0P 1B0

Attention: Chief Executive Officer
Facsimile: (905) 337-2395

with a copy to:

Boyle & Co. LLP
25 Adelaide Street East
Suite 1900
Toronto, ON M5C 3A1

Attention: Enrico Moretti
Facsimile: (416) 867-8833

(b) to the Agent at: Blackmont Capital Inc.
Suite 2200, 440 - 2nd Avenue S.W.
Calgary, AB T2P 5E9

Attention: Craig Leggatt
Facsimile: (403) 260-5785

with a copy to: Irwin Professional Corporation
Suite 2700, 130 Adelaide Street West
Toronto, ON M5H 3P5

Attention: Eric Lowy
Facsimile: (416) 361-2519

If notice is sent by facsimile or is delivered, it shall be deemed to have been given at the time of receipt of the facsimile or delivery. If notice is sent by mail, it shall be deemed to have been received five business days following the date of mailing. In the event of a strike or other disruption in postal service at or prior to the time a notice is deemed to have been received, such notice shall be delivered or sent by facsimile.

14. PRIVACY ISSUES.

14.1 The Corporation and the Agent acknowledge that they are responsible for compliance at all times with Applicable Privacy Laws which govern the collection, use and disclosure of Personal Information acquired by or disclosed to either the Corporation or the Agent pursuant to or in connection with this Agreement.

14.2 Neither the Corporation nor the Agent shall use the Personal Information for any purposes other than those related to the performance of this Agreement.

14.3 The Corporation and the Agent acknowledge and confirm that they have and shall continue to utilize appropriate technology and procedures to prevent accidental loss or corruption of the Personal Information, unauthorized input or access to the Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of the Personal Information.

14.4 The Corporation and the Agent shall at all times keep strictly confidential all Personal Information, and shall instruct employees or advisors of the Corporation or the Agent responsible for processing such Personal Information, to protect the confidentiality of such information in a manner consistent with the Applicable Privacy Laws. The Corporation and the Agent shall ensure that access to the Personal Information shall be restricted to employees or advisors of the Corporation or the Agent who have a *bona fide* need to access to such Personal Information in order to complete the transactions contemplated by this Agreement.

14.5 The Corporation and the Agent shall promptly notify one another of all inquiries, complaints, requests for access, and claims of which the Corporation or the Agent are made aware in connection with the Personal Information. The Corporation and the Agent shall fully co-operate with one another, with the persons to whom the Personal Information relates, and any authorized authority charged with enforcement of Applicable Privacy Laws, in responding to such inquiries, complaints, requests for access, and claims.

15. MISCELLANEOUS

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

15.2 Time shall be of the essence of this Agreement.

15.3 All warranties, representations, covenants, indemnities and agreements of the Corporation herein contained or contained in certificates or documents submitted pursuant to or in connection with the transactions provided for in this Agreement shall survive Closing of the Offering and shall continue in full force and effect for the benefit of the Agent regardless of any investigation by or on behalf of the Agent with respect thereto.

15.4 This Agreement shall be construed and enforced in accordance with and the rights of the parties hereto shall be governed by the laws of the Province of Ontario. Each of the parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

15.5 This Agreement supersedes all other agreements, documents, letters, writings and oral understandings between the parties relating to the subject matter of this Agreement and represents the entire agreement between the parties with respect to the subject matter of this Agreement.

15.6 If one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained in this Agreement.

15.7 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement. The parties shall be entitled to rely on delivery of a facsimile or electronic copy of the executed counterpart.

15.8 All the terms and provisions of this Agreement shall be binding upon and enure to the benefit of and be enforceable by the parties hereto, their respective successors and assigns, but shall not be assignable without the prior written consent of the other parties except as otherwise provided herein.

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

RATTLESNAKE VENTURES INC.

Per: ______________________________

Scott White, President, Chief Executive Officer and Director

DAVID CALLANDER
CHIEF FINANCIAL OFFICER

BLACKMONT CAPITAL INC.

Per: ______________________________

Craig Leggatt
Vice President, PVC
Corporate Finance

SCHEDULE "A"

To an agency agreement dated June 26, 2008 between Blackmont Capital Inc. and Rattlesnake Ventures Inc.

STOCK OPTION AGREEMENT

THIS AGREEMENT dated ________________, 2008.

BETWEEN:

BLACKMONT CAPITAL INC. (or any sub-agents as the Agent may direct in writing), a corporation with an office in Calgary, Alberta (the "**Agent**")

- and -

RATTLESNAKE VENTURES INC., a corporation incorporated under the laws of Ontario, with its head office in Campbellville, Ontario (the "**Corporation**")

WHEREAS the Corporation has agreed pursuant to an agency agreement dated June 26, 2008 between the Agent and the Corporation (the "**Agency Agreement**") to grant to the Agent (or any sub-agents as the Agent may direct in writing) an option to purchase up to a maximum of 250,000 common shares in the capital of the Corporation ("**Common Shares**") in consideration of the Agent's services performed under the Agency Agreement;

IN CONSIDERATION OF the premises, mutual covenants, terms and conditions herein contained, it is agreed by and between the parties as follows:

1. Option

The Corporation grants to the Agent (or any sub-agents as the Agent may direct in writing) an irrevocable and non-transferable option to purchase up to a maximum of 250,000 Common Shares in the capital of the Corporation.

2. Term of Option

The options granted pursuant to this Agreement shall be exercised on or before the date that is 24 months from the date of the listing and posting of the Common Shares of the Corporation on the TSX Venture Exchange Inc. (the "**Expiry Date**") after which all rights granted pursuant to this Agreement shall terminate. The Agent agrees that only 50% of the Common Shares for up to a maximum of 125,000 Common Shares obtained by the Agent pursuant to the exercise of the options granted hereunder may be sold prior to the completion of a Qualifying Transaction (as that term is defined in the CPC Policy) by the Corporation. The remaining 50% of the options granted and exercised hereunder for up to a maximum of 125,000 Common Shares may only be sold after the completion of a Qualifying Transaction. The

Exchange may vary these requirements in exceptional circumstances upon the application of the Agent.

3. Exercise Price

The exercise price shall be $0.10 per Common Share of the Corporation.

4. Exercise of Option

The options granted pursuant to this Agreement may be exercised in whole or in part, at any time and from time to time, on or prior to 4:30 p.m. (Calgary time) on the Expiry Date, by the Agent giving a notice to the Corporation in writing at the address specified in the Agency Agreement, specifying therein the number of optioned shares in respect of which the option is being exercised, accompanied by payment in cash, certified cheque or bankers' draft payable to the Corporation in full payment of the purchase price for such number of optioned shares so specified therein.

5. Share Certificates

Upon exercise of the options, the Corporation shall forthwith cause the transfer agent and registrar of the Corporation to deliver to the Agent or as the Agent may otherwise in writing direct in the notice of exercise of option, within three business days following the receipt by the Corporation of payment for the number of optioned shares so exercised, a certificate or certificates representing in the aggregate such number of optioned shares as the Agent may have paid for.

6. No Rights of Shareholder Until Exercise

The Agent shall have no rights whatsoever as a shareholder (including any right to receive dividends or other distributions to shareholders or to vote at a general meeting of the shareholders of the Corporation) other than in respect to shares in respect of which the Agent shall have exercised its right to purchase hereunder and which the Agent shall have actually taken up and paid for and pursuant to section 9 hereof.

7. Non-Transferable

The rights conferred hereunder shall be non-transferable and non-tradeable.

8. No Fractional Common Shares

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

9. Dilution

In the event of any reclassification, subdivision or redivision of the issued Common Shares of the Corporation at any time prior to the Expiry Date into a greater number of Common Shares (including the declaration or payment of any stock dividend), the Corporation shall deliver at the time of any exercise thereafter of the option granted pursuant to this Agreement, at no additional cost to the Agent, but only as to the Common Shares in respect of which the option is then exercised, the number of Common Shares which the Agent would have been entitled to if it had exercised the option immediately prior to the date of reclassification, subdivision or redivision. The Agent shall pay for the number of Common Shares delivered upon exercise as aforesaid an amount calculated by multiplying the exercise price by the number of Common Shares over which the right would have been exercised if such exercise had been made prior to the date of such reclassification, subdivision or redivision.

In the event of any consolidation or change in the Common Shares of the Corporation at any time prior to the Expiry Date into a lesser number of Common Shares, the Corporation shall deliver at the time of any exercise thereafter of the option granted pursuant to this Agreement, but only as to the Common Shares in respect of which the option is then exercised, the number of Common Shares which the Agent would have been entitled to if it had exercised the option immediately prior to the date of such consolidation or change. The Agent shall pay for the number of Common Shares delivered upon exercise as aforesaid, an amount calculated by multiplying the exercise price by the number of Common Shares over which the right would have been exercised if such exercise had been made prior to the date of such consolidation or change.

In the event that the Corporation shall at any time prior to the Expiry Date, amalgamate, consolidate with or merge into another corporation, the Agent shall thereafter receive, upon the exercise of its option, but only as to the Common Shares in respect of which the option is then exercised, the securities or property which the Agent would have been entitled to if it had exercised the option immediately prior to the amalgamation, consolidation or merger, and the Corporation will take steps in connection with such amalgamation, consolidation or merger as may be necessary to ensure that the provisions hereof shall thereafter be applicable, as near as reasonably may be possible in relation to any securities or properties thereafter delivered upon the exercise of the option granted pursuant to this Agreement. Upon such provision being made, the obligation of the Corporation to the Agent in respect of its Common Shares then remaining subject to the option granted pursuant to this Agreement shall terminate and be at an end. A sale of all or substantially all of the assets of the Corporation for a consideration (apart from the assumption of obligations) consisting primarily of securities, shall be deemed a consolidation, amalgamation or merger for the foregoing purposes.

Adjustments shall be made successively whenever any event referred to in this paragraph shall occur. Upon any adjustment of the number of Common Shares which may be purchased hereunder, the Corporation shall give written notice to the Agent, giving particulars of such adjustment.

10. Reservation of Treasury Shares

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

11. Further Assurances

The parties covenant that they shall and will from time to time and at all times from the date of this Agreement do and perform all such acts and things and execute all such additional documents as may be required to give effect to the terms and intention of this Agreement.

12. Entire Agreement

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

13. Definitions

Capitalized terms used herein that are not otherwise defined shall have the same meaning as provided in the Agency Agreement.

14. Enurement

Subject to the other provisions of this Agreement, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

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

BLACKMONT CAPITAL INC.

Per: ________________________________
Authorized Signatory

RATTLESNAKE VENTURES INC.

Per: ________________________________
Authorized Signatory