

AGENCY AGREEMENT

(Capital Pool Company)

MEMORANDUM OF AGREEMENT dated the 15th day of December, 2010.

BETWEEN:

CARMEN ENERGY INC., a corporation incorporated under the laws of Alberta, with its head office in the City of Calgary, in the Province of Alberta (the “Corporation”)

- and -

PI FINANCIAL CORP., a corporation with its head office in the City of Vancouver, in the Province of British Columbia (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 wishes to retain the 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 hereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **DEFINITIONS**

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

- (a) “**Agent’s Options**” means the compensation options to be granted to the Agent pursuant to Section 2.6 hereof;

- (b) **“Agent’s Option Certificate”** means the certificate pursuant to which the Agent’s Options will be issued upon completion of the Offering, substantially in the form set out in Schedule “A” hereto;
- (c) **“Agreement”** means this agreement, the recitals, the schedules attached hereto and any amendments;
- (d) **“Closing”** means the completion of the transactions contemplated by this Agreement on the Closing Date as herein provided;
- (e) **“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 ninety (90) days from the date of the issuance of a receipt for the Prospectus by the Commissions (the “Termination Date”), or such other date as the parties hereto may agree and Securities Legislation may allow. Notwithstanding the foregoing, the Corporation acknowledges that if the Common Shares are subscribed for by the Subscribers on or before the Termination Date, the date upon which the Closing occurs may be up to ten business days subsequent to the Termination Date;
- (f) **“Commissions”** means the British Columbia Securities Commission, the Alberta Securities Commission, the Ontario Securities Commission and the Nova Scotia Securities Commission;
- (g) **“Common Share”** or **“Common Shares”** means a common share or the common shares in the capital of the Corporation;
- (h) **“CPC Policy”** means Policy 2.4 of the Exchange’s Corporate Finance Manual and shall include all orders, policies, rules, instruments, regulations, by-laws and procedures of the Commissions and the Exchange which govern offerings by capital pool companies, as amended from time to time;
- (i) **“Exchange”** means the TSX Venture Exchange Inc.;

- (j) “**Incentive Stock Options**” means the options to be granted to directors and officers of the Corporation entitling the holders to purchase an aggregate of 725,000 Common Shares at a price of \$0.10 per share for a period of five years from the date of grant;
- (k) “**Minimum Subscription**” means subscriptions for an aggregate of 2,000,000 Common Shares on or before the Closing Date as more fully described in the Prospectus;
- (l) “**Misrepresentation**”, “**material change**” and “**material fact**” shall have the meanings ascribed thereto by Securities Legislation;
- (m) “**Offered Shares**” means a minimum of 2,000,000 and up to a maximum of 3,000,000 Common Shares offered at the Share Price pursuant to the Prospectus;
- (n) “**Offering Jurisdictions**” means the provinces of British Columbia, Alberta, Ontario and Nova Scotia;
- (o) “**Preliminary Prospectus**” means the preliminary prospectus of the Corporation and dated October 18, 2010 and any amendments thereto approved, signed and certified in accordance with the Securities Legislation, relating to the distribution of the Offered Shares, Agent's Options and Incentive Stock Options and filed with the Commissions and the Exchange;
- (p) “**Prospectus**” means the (final) prospectus of the Corporation dated December 15, 2010 and any amendments thereto, approved, signed and certified in accordance with the Securities Legislation, relating to the distribution of the Offered Shares, Agent's Options and Incentive Stock Options and filed with the Commissions and the Exchange;
- (q) “**Securities Legislation**” means the *Securities Act* (British Columbia), the *Securities Act* (Alberta), the *Securities Act* (Ontario), the *Securities Act* (Nova Scotia) 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, bulletins and by-laws of the Exchange, as amended from time to time;

- (r) “**Share Price**” means \$0.10 per Common Share;
 - (s) “**Subscriber**” or “**Subscribers**” means a person or those persons who subscribe for the Offered Shares through the Agent or such other registrants retained by the Agent as sub-agents to sell subscriptions in conjunction with the Agent;
 - (t) “**Subscription Funds**” means all funds received with respect to all Successful Subscriptions in accordance with the terms and provisions of this Agreement;
 - (u) “**Successful Subscription**” means a subscription for Offered Shares by a Subscriber which subscription has been accepted by the Corporation and the Agent;
 - (v) “**Time of Closing**” means 10:00 a.m. (Calgary time) on the Closing Date, or such other time on the Closing Date as the Corporation and the Agent may agree;
 - (w) “**Total Subscription**” means all of the Successful Subscriptions for the Offered Shares having an aggregate acquisition cost of at least \$200,000 from not less than 200 subscribers with each subscriber beneficially owning at least 1000 Offered Shares; and
 - (x) “**Transfer Agent**” means Valiant Trust Company.
- 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 herein contained 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 hereby appoints the Agent as the sole and exclusive agent and the Agent hereby agrees to act as the sole and exclusive agent of the Corporation to assist in soliciting subscriptions for the Offered Shares pursuant to the Securities Legislation.

2.2 The Agent agrees to use its commercially reasonable efforts to sell 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 provided any compensation paid or payable to such sub-agents shall be solely for the account of the Agent. 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 a non-refundable corporate finance fee of \$10,000.00 plus GST (the "Corporate Finance Fee") and a retainer in the amount of \$10,000.00 (the "Retainer") the receipt of which is hereby acknowledged by the Agent. The Corporation will provide the Agent with additional funds if requested in writing by the Agent.

2.4 If the Minimum Subscription is not achieved, the Agent shall retain the non-refundable Corporate Finance Fee and the Agent shall apply the Retainer against the Agent's reasonable costs and expenses and the fees, charges and expenses of the Agent's counsel. If the Agent's expenses and the fees, charges and expenses of the Agent are less than the Retainer, any amount of the Retainer remaining shall be returned to the Corporation, without interest or further deduction. If the Agent's expenses and the fees, charges and

expenses of the Agent's counsel exceed the Retainer, the Corporation shall immediately pay such excess upon invoice by the Agent.

2.5 If the Minimum Subscription is achieved:

- (a) the Agent or Agent's counsel shall apply the Retainer against the expenses of the Agent and the fees, charges and expenses of the Agent's counsel, and the Corporation will pay the expenses of the Agent and the fees, charges and expenses of Agent's counsel in excess of the Retainer at the Time of Closing by the Agent deducting such amount from the Subscription Funds;
- (b) the Agent shall retain the non-refundable Corporate Finance Fee; and
- (c) the Corporation shall further pay to the Agent, in consideration for the services to be performed by it hereunder, a cash commission in the amount of ten (10%) percent of the Subscription Funds. The commission shall be paid at the Time of Closing by the Agent deducting such amount from the Subscription Funds.

2.6 Provided that the Minimum Subscription is achieved, the Corporation will grant to the Agent, or if directed by the Agent any sub-agents at the Time of Closing irrevocable compensation options to purchase that number of Common Shares equal to ten (10%) percent of the Offered Shares sold hereunder on the terms and conditions contained in Schedule "A" annexed hereto (the "Agent's Options"). The Agent's Options shall be qualified under and be distributed pursuant to the Prospectus. The Agent will provide the Corporation with written registration instructions for the Agent and any sub-agents prior to Closing.

2.7 If the Minimum Subscription is achieved, the Corporation hereby grants to the Agent a right of first refusal, expiring on the date the Exchange issues the Final Exchange Bulletin evidencing the final Exchange acceptance of the Qualifying Transaction (as the term "Final Exchange Bulletin" and "Qualifying Transaction" are defined in the CPC Policy) (the "Expiration Date") to:

- (a) act as its sole and exclusive agent (in respect of a commercially reasonable efforts offering) or underwriter (in respect of an underwritten or bought deal offering), as the case may be with respect to any equity financing, and to act as its sole and exclusive Sponsor for the Corporation's Qualifying Transaction (as the terms "Sponsor" and "Qualifying Transaction" are defined in the Exchange's Corporate Finance Manual Policy 1.1 and the CPC Policy, respectively), in the event that the financing required for the Qualifying Transaction to meet the Exchange's Initial Listing Requirements (as the term "Initial Listing Requirements" is defined in the Exchange's Corporate Finance Manual Policy 1.1) is \$2,000,000, or less;
- (b) to participate as a syndicate member for up to the lesser of \$2,000,000 or twenty-five percent (25%) of any equity financing, in the event that the financing required for the Qualifying Transaction to meet the Exchange's Initial Listing Requirements is greater than \$2,000,000. For greater certainty, where the right of first refusal is triggered in this Section 2.7(b), the Agent will not have a right of first refusal to lead the equity financing or to act as Sponsor for the Qualifying Transaction; and
- (c) The right of first refusal is subject to the following terms:
 - (a) in the event the Corporation receives a proposal which would be binding and enforceable if it were executed and delivered by the parties thereto from an investment dealer or dealers, other than the Agent (collectively the "Dealer"), pursuant to which the Dealer agrees or offers to act as the Corporation's Sponsor for a Qualifying Transaction, or the Corporation's agent or underwriter to conduct an equity financing the Corporation, whether on an agency, underwritten or bought deal basis, the Corporation shall forthwith provide written notice (the "Notice") thereof to the Agent;
 - (b) the Notice shall contain the terms and conditions pursuant to which the Dealer has proposed to act as the Corporation's Sponsor for a Qualifying Transaction and/or the Corporation's agent or underwriter, including the consideration to be received by such Dealer for its services and the

consideration to be received by the Corporation for its securities and shall include copies of the engagement letter, if any, provided by the Dealer, and copies of the Corporation's most recent financial statements, business plan, technical reports, in the case of a resource company, and any other information that the Agent may reasonably request;

- (c) the Agent shall have a period of fifteen business days after receipt of the Notice (the "Notice Period") to agree in writing to act as Sponsor, and/or the agent or underwriter, as the case may be, on behalf of the Corporation on the terms and conditions contained in the Notice and, if the Agent so elects, the Corporation hereby agrees to engage the Agent to act as Sponsor and/or conduct the said equity financing as its agent or underwriter, as the case may be; and
- (d) if the Agent declines or fails to elect within the Notice Period to act as Sponsor and/or as agent or underwriter on behalf of the Corporation, the Corporation shall be entitled to engage the Dealer on the same terms and conditions set forth in the Notice. In the event that such terms and conditions of the said engagement with the Dealer change from those set forth in the Notice, the Corporation shall not be entitled to enter an engagement or agreement with the Dealer or any other Dealer without complying with Sections 2.7(i) to (iv) inclusive.

The right of first refusal granted by this Section 2.7 will not terminate if the Agent declines or fails to exercise such right, and will only terminate on the Expiration Date.

3. **SUBSCRIPTIONS**

3.1 The Corporation will:

- (a) at such time as the Total Subscription have been received; or
- (b) at 5:00 p.m. (Calgary time) on the day that is ninety (90) days from the date of the issuance or deemed issuance of the receipt for the Prospectus by the

Commissions, or such other date as the parties hereto 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 sub-agent retained pursuant to Section 2.2 hereof 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. **RELEASE OF SUBSCRIPTION FUNDS**

4.1 The Agent shall not at any time deliver any Subscription Funds received by it to the Corporation until it shall have received each of the following:

- (a) a certificate signed by the President of the Corporation or such other officer or director of the Corporation as the Agent may accept, to the effect that the Successful Subscriptions for the Total Subscriptions have been accepted; and
- (b) a written request from the Corporation requesting the delivery of Subscription Funds to the Corporation or as directed.

4.2 Upon receiving the documentation referred to in Section 4.1 hereof, subject to Section 4.4 hereof, the Agent shall forthwith deliver to the Corporation or as directed in Section 4.1(b) hereof, all Subscription Funds resulting from Successful Subscriptions held by it pursuant to this Agreement, less the amounts to be deducted pursuant to Section 2.5 hereof.

4.3 If the Minimum Subscription is not received or if the Agent has not received the documentation referred to in Section 4.1 hereof at or prior to the Time of Closing, the

Agent shall promptly thereafter return to each Subscriber by ordinary mail without interest or deduction the Subscription Funds held for the Subscriber by the Agent, unless such Subscriber has otherwise instructed the Agent.

- 4.4 If the funds of any Subscriber delivered to the Agent are for any reason rejected (in whole or in part) by the Corporation and Agent, such rejected funds shall be returned to such Subscriber without interest or deduction in the manner provided in Section 4.3 hereof.

5. **OBLIGATIONS OF THE AGENT**

5.1 The Agent shall:

- (a) use its commercially reasonable efforts to obtain subscriptions for all of the Offered Shares, such that, and without limiting the generality of the foregoing:
 - (a) at least 1,000,000 of the Common Shares (or such lesser number as is acceptable to the Exchange) outstanding on the Closing Date, including the Offered Shares, will be in the Public Float (as “Public Float” is defined in the Exchange’s Corporate Finance Manual Policy 1.1);
 - (b) no more than 20% of the outstanding Common Shares (or such greater amount as is acceptable to the Exchange) on the Closing Date, including the Offered Shares, will be owned directly or indirectly by members of the Aggregate Pro Group (as “Aggregate Pro Group” is defined in the Exchange’s Corporate Finance Manual Policy 1.1), excluding the Agent’s Options and any other Common Shares reserved for issuance at a future date; and
 - (c) to obtain subscriptions for the Offered Shares from at least 200 Subscribers (or such lesser number as is acceptable to the Exchange), each of such Subscribers:
 - (1) purchasing at least 1,000 Offered Shares free of Resale Restrictions (as “Resale Restrictions” is defined in the Exchange’s Corporate Finance Manual Policy 1.1);

- (2) 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
 - (3) not being a Non Arm's Length Party to the Corporation (as "Non Arm's Length Party" is defined in the Exchange's Corporate Finance Manual Policy 1.1);
- (b) only solicit subscriptions for the Offered Shares from subscribers resident in the Offering Jurisdictions in compliance with Securities Legislation and the terms and conditions set out herein;
- (c) close the subscription books and thereafter not receive any further subscriptions for the Offered Shares at the earlier of such time:
 - (a) as orders for all of the Offered Shares have been received; or
 - (b) 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 pursuant to the Prospectus, 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; and
- (e) notwithstanding the foregoing, be 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).

5.2 The Agent confirms that it is registered as a dealer in Alberta, British Columbia, Ontario and Nova Scotia.

6. **REPRESENTATIONS AND WARRANTIES OF THE CORPORATION**

The Corporation hereby represents and warrants to the Agent and acknowledges that the Agent is relying thereon, that:

6.1 The Corporation 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.

6.2 The Corporation does not own or have any interest in any asset or property of any kind whatsoever, other than cash or deposits with financial institutions, and, without limiting the generality of the foregoing, the Corporation does not have an Agreement in Principle (as “Agreement in Principle” is defined in the CPC Policy).

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

6.4 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. 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.

6.5 The financial statements of the Corporation contained in the Prospectus, including the notes thereto, present fairly, in all material respects, the financial position and condition of the Corporation, as at the date thereof, reflect all liabilities (absolute, accrued, contingent or otherwise) of the Corporation as at the date thereof, 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.

- 6.6 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.
- 6.7 The Preliminary Prospectus and the Prospectus do not contain a Misrepresentation (except 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).
- 6.8 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 or other government department, board or agency, domestic or foreign, including without limitation the Commissions, the Exchange, or any other securities commission, stock exchange or similar regulatory authority, which in any way materially adversely affects the Corporation, or the condition (financial or other) 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.
- 6.9 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 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.

- 6.10 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 hereunder, except as provided herein and as referred to in the Prospectus.
- 6.11 To the knowledge of management of the Corporation, none of the directors or senior officers of the Corporation, any holder of more than ten (10%) percent 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 or has had any material interest, direct or indirect, in any material transaction or has any material interest, direct or indirect, in any material transaction which, as the case may be, is material to or will materially affect the Corporation, except as stated in the Prospectus, in which are fully set forth all relevant particulars required by the Securities Legislation.
- 6.12 This Agreement has been, and the Agent's Option Certificate will be upon completion of the Offering, duly authorized, executed and delivered on behalf of the Corporation and this Agreement is, and the Agent's Option Certificate will be upon completion of the Offering, valid and binding obligations of the Corporation enforceable in accordance with their respective terms.
- 6.13 Upon issuance of the Offered Shares and the Common Shares issuable pursuant to the Agent's Options in accordance with the terms of this Agreement, the Offered Shares and the Common Shares issuable pursuant to the Agent's Options shall have been duly allotted and will be outstanding as fully paid and non-assessable Common Shares.
- 6.14 The Transfer Agent, at its principal office in the City of Calgary, has been appointed transfer agent and registrar for the Common Shares of the Corporation.

- 6.15 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.
- 6.16 An application has been made to list the outstanding Common Shares of the Corporation, including without limitation the Offered Shares, the Common Shares issuable upon exercise of the Agent's Options and the Common Shares issuable upon exercise of the Incentive Stock Options on the Exchange and conditional approval of such application has been obtained from the Exchange.
- 6.17 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 forth under "Use of Proceeds" in the Prospectus and the Corporation has advised the Corporation's directors and officers of the requirements and restriction on the use of the net proceeds set out in Section 8 of the CPC Policy.
- 6.18 The Corporation has not made and will not make any payments which are prohibited by the CPC Policy.
- 6.19 All statements, facts, data, information and materials provided from time to time by the Corporation in writing to the Agent relating to the Corporation or by the directors and officers of the Corporation, are true and correct in all material respects and all material facts relating to such statements, facts, data, information and materials have been fully disclosed in writing to the Agent and such statements, facts, data, information and materials did not and do not contain a Misrepresentation.
- 6.20 The Corporation has advised the directors and officers 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. **COVENANTS OF THE CORPORATION AND CONDITIONS OF CLOSING**

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

- 7.1 Prior to the Closing Date, the Corporation shall allow the Agent to conduct all due diligence which the Agent may reasonably require to confirm that the Preliminary Prospectus and Prospectus comply with the requirements of the Securities Legislation and do not contain a Misrepresentation, and to fulfil the Agent's obligations as agent.
- 7.2 During the distribution of the Offered Shares to the public or such longer period of time, if any, while the Prospectus continues to be current, the Corporation will use its best commercial efforts to ensure that the Prospectus and any amendments thereto does and will fully comply with the requirements of the Securities Legislation and 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.
- 7.3 The Corporation shall promptly inform the Agent in writing during the period beginning as of the date of this Agreement and ending 90 days after the Closing Date, of full particulars of any material change (actual, anticipated or threatened):
 - (a) in any material fact contained or referred to in the Prospectus, or any amendment thereto supplied by the Corporation, 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;

- (b) in any statements, facts, data, personal information form or materials provided to the Agent with respect to the directors and officers of the Corporation or, if applicable, the Corporation's potential Qualifying Transaction (as that term is defined in the CPC Policy); or
- (c) in any of the representations and warranties contained in Section 6 of this Agreement.

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 may require. The Corporation shall further provide the Agent with such 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.

7.4 During the period beginning on the date of this Agreement and ending 90 days after the Closing Date, the Corporation will advise the Agent promptly of:

- (a) any request of the Commissions or Exchange for amendment of the Prospectus or for any additional information, of the issuance by the Commissions, Exchange or any other securities commission, stock exchange or similar regulatory authority; or
- (b) 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 commission, stock exchange or similar regulatory authority relating to the 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.

- 7.5 The Corporation will deliver, from time to time without charge, to the Agent as many copies of the Prospectus (and in the event of an amendment thereto, of such amended Prospectus) as the Agent may reasonably request for the purposes contemplated hereunder and by the Securities Legislation and such delivery shall constitute the consent of the Corporation to the use thereof in connection with offering the Offered Shares to the public, subject to the provisions of the Securities Legislation relating thereto.
- 7.6 On or before the Closing Date, the Corporation shall take or cause to be taken all steps and proceedings (including but not limited to the filing of the Prospectus and the obtaining of a receipt for the Prospectus from the Alberta Securities Commission as principal regulator under Securities Legislation), necessary in order to qualify for distribution the Offered Shares for sale to Subscribers resident in the Offering Jurisdictions through the Agent and any sub-agents retained pursuant to Section 2.2 hereof, and to qualify for distribution the Agent's Options and the Incentive Stock Options.
- 7.7 The Corporation shall deliver to the Agent at the Closing, an opinion to the Agent from counsel of the Corporation, substantially in the form attached hereto as Schedule "B".
- 7.8 The Corporation shall deliver to the Agent at the Closing a certificate signed by the President of the Corporation, or such other director or officer of the Corporation as the Agent may accept, dated as of such date addressed to the Agent to the effect that:
- (a) the representations and warranties of the Corporation contained in this Agreement are true and correct as at the Closing Date with the same force and effect as if made as at the Closing Date after giving effect to the transactions contemplated hereby;
 - (b) the Corporation has duly complied with all covenants and satisfied all the conditions herein on its part to be performed or satisfied;
 - (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 commission, stock exchange and similar regulatory authority;

- (d) such officer has 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 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, there has occurred no event and no state or fact exists that, under Securities Legislation, is required to be set forth in an amended Prospectus that has not been so set forth.

- 7.9 The Corporation shall deliver to the Agent at the Closing such other documents and certificates that the Agent may reasonably require.
- 7.10 As soon as possible after the Closing, 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.
- 7.11 It is understood that the Agent may waive, in whole or in part, non-compliance with any of the conditions or other matters contained herein 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.
- 7.12 The Closing shall occur at the Time of Closing on the Closing Date at the offices of the counsel to the Corporation, or such other location as may be agreed to between the Corporation and the Agent.

7.13 The Corporation agrees and covenants that during the period commencing on the date hereof and ending 120 days after the Closing Date, it shall not, directly or indirectly, except for:

- (a) securities issued pursuant to this Agreement or to satisfy existing instruments already issued and disclosed in the Prospectus;
- (b) stock options, or Common Shares issuable by the Corporation upon the exercise of stock options, in each case disclosed in the Prospectus; or
- (c) the issuance of securities in accordance with any agreement to acquire assets that will form the basis of a Qualifying Transaction;

issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to, or announce any intention to, issue, sell offer, grant an option or right in respect of, or otherwise dispose of, any Common Shares, or any securities exchangeable, convertible or exercisable into Common Shares, without the prior written consent of the Agent, not to be unreasonably withheld.

7.14 The Corporation agrees and covenants that any press release of the Corporation relating to the Offered Shares will be provided in advance to the Agent, and the Corporation will use its best commercial efforts to agree to the form and content thereof with the Agent prior to the release thereof. In order to comply with applicable United States securities laws, no press release will be issued in the United States by the Corporation concerning this offering, and any press release issued by the Corporation concerning this offering shall include the following:

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

8. **EXPENSES**

8.1 All costs and expenses of or incidental to the transaction herein contemplated and the issue and sale of the Offered Shares hereunder, whether or not the offering of the Offered Shares is completed, are to be assumed and paid by the Corporation, including without limiting the generality of the foregoing, the engraving or lithographing of 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 for sale to the public under the Securities Legislation, the preparation and printing of the Preliminary Prospectus and the Prospectus, and the fees, charges and expenses of the counsel and auditors of the Corporation.

9. **INDEMNIFICATION OF AGENT**

9.1 The Corporation hereby covenants and agrees to protect and indemnify the Agent, its directors, officers, partners and employees and any other registrants retained by the Agent as sub-agents pursuant to Section 2.2 hereof and their respective directors, officers, partners and employees (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, or in any written or oral representation made by the Corporation to a Subscriber, 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 Prospectus, or in any written or oral representation made by the Corporation to a Subscriber, and brought by the Commissions, the Exchange or any other securities commission, stock exchange or similar regulatory authority, except such orders, inquiries and investigations relating solely to the Indemnified Persons or any one of them;
- (c) any breach of the representations, warranties and covenants of the Corporation contained herein;
- (d) any prohibition or restriction of trading in the Offered Shares or the Common Shares received upon exercise of the Agent's Options, or any prohibition affecting the distribution of the Offered Shares or the Common Shares received upon exercise of the Agent's Options 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, or in any written or oral representations made by the Corporation to a Subscriber, 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, or in the event a determination is made by any competent authority setting aside the sale of the Offered Shares, 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 Prospectus or any determination that arises out of any act or omission of the Agent; and
- (f) the 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.

- 9.2 If any matter or thing contemplated by this Section 9 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 will assume the defence of any action, suit or proceeding brought to enforce such claim; provided however, that the defence shall be through legal counsel acceptable to the Indemnified Person and that no settlement may be made by the Corporation or the Indemnified Person without the prior written consent of the other. The Indemnified Persons shall continue to have the right to employ their own counsel, in any action or proceeding relating to the claim contemplated by this Section 9 and the reasonable fees and expenses of a reasonable number of such counsel shall be paid by the Corporation to the extent that the same shall be covered by the indemnity in this Section 9.
- 9.3 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, in a final judgement (not subject to further appeal), 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:
- (a) in such proportion as is appropriate to reflect the relative benefits to and relative fault of the Corporation on the one hand and by each respective Indemnified Persons on the other hand from the offering contemplated herein; or
 - (b) if the allocation provided by subsection (a) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in subsection (a) above, 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 that the total proceeds of the offering received by the Corporation (net of fees but before deducting expenses) bear to the fees received by the Agent. 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 9.1 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 9.1.

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 and the Agent agree 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. Any liability of the Indemnified Persons under this Section 9.3 shall be limited to the amount of the fees payable to the Agent pursuant to Section 2.5 hereof.

No person found liable for fraudulent misrepresentation (within the meaning of Securities Legislation) will be entitled to contribution from any person who is not found liable from such fraudulent misrepresentation.

- 9.4 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.
- 9.5 It is the intention of the Corporation to constitute the Agent as trustee for the Indemnified Persons for the purposes of Section 9.1 to 9.4, inclusive, and the Agent shall be entitled, as trustee to enforce such covenants on behalf of any other Indemnified Persons.
- 9.6 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 fees and disbursements of such counsel in connection therewith and any other reasonable costs and out-of-pocket expenses incurred by the Agent 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, provided that the Corporation shall not be liable to pay any such fees, costs or expenses if the Proceedings is brought solely in relation to activities or alleged activities of the Agent or its sub-agents retained pursuant to Section 2.2 hereof.
- 9.7 The obligations under the indemnity and right of contribution provided for herein 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.

9.8 Notwithstanding the foregoing, the indemnification provided for in this Agreement shall not apply to the extent that a court of competent jurisdiction in a final judgement that has become non-appealable shall determine that:

- (a) the Agent and/or the Indemnified Person have committed wilful misconduct, any fraudulent act or negligence in the course of such performance; and
- (b) the expenses, losses, claims or liabilities as to which indemnification is claimed, were directly caused by the wilful misconduct, fraud or negligence referred in subsection 9.8(a) above.

10. **ADDITIONAL CONDITIONS**

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

- (a) there shall have occurred any material change (as that term is defined pursuant to Securities Legislation) which, in the Agent's opinion, materially impairs the investment quality or 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, whether national or international or the business, affairs, or financial condition of the Corporation such that the offering of the Offered Shares should be withdrawn;
- (c) if any new or amended Prospectus discloses information which, in the Agent's opinion, results at any time prior to the Time of Closing in the Subscribers of a material amount of the Offered Shares exercising their rights under the Securities Legislation to withdraw from or rescind their purchase thereof;
- (d) an order to 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 commission, stock exchange or other regulatory authority having

jurisdiction over the Corporation and has not been rescinded, revoked or withdrawn;

- (e) there is any breach or non-performance of any of the covenants, representations and warranties of the Corporation contained in this Agreement, unless waived in writing by the Agent forthwith;
- (f) any inquiry or investigation in relation to the Corporation or the Corporation's directors, officers or insiders (as "insiders" is defined the Securities Legislation) is commenced or threatened by the Commissions, Exchange or any other securities commission, stock exchange or other regulatory authority having jurisdiction over the Corporation;
- (g) there is any breach or non-performance by the Corporation of any provisions of any order of the Commissions or the Exchange;
- (h) there is any amendment to Securities Legislation which will, in the Agent's opinion, acting reasonably, impose any limitations or restrictions on the exercise of the Agent's Options or on the subsequent trading of the Common Shares acquired, or which may be acquired, by the Agent pursuant to the exercise of the Agent's Options; or
- (i) the Agent is not satisfied, in its sole discretion, with the results of its due diligence review contemplated in Section 7.1 hereof;

the Agent shall be entitled, at its 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 costs and expenses provided for in Sections 2 and 8 to be payable by the Corporation, as shall previously have been incurred by the Agent and the indemnities contained in Section 9 shall remain in full force and effect.

11. **NOTICE**

11.1 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: Carmen Energy Inc.
1400, 350 – 7th Avenue S.W.
Calgary, Alberta, T2P 3N9
- Attention: President
- Facsimile: (403) 260-0332
- with a copy to: Burnet, Duckworth & Palmer LLP
1400, 350 – 7th Avenue S.W.
Calgary, Alberta, T2P 3N9
- Attention: Ms. Nicole E. Bacsalmasi
- Facsimile: (403) 260-0332
- (b) to the Agent at: PI Financial Corp.
Suite 1900 – 666 Burrard Street
Vancouver, B. C., V6C 3N1
- Attention: Ms. Carol Ellis
- Facsimile: (604) 664-3660
- with a copy to: Burstall Winger LLP
Barristers & Solicitors
1600, 333 - 7th Avenue S. W.
Calgary, Alberta, T2P 2Z1
- Attention: Mrs. Stacey Burstall
- Facsimile: (403) 266-6016

If such 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 such notice is sent by mail, it shall be

deemed to have been received five (5) business days following the date of mailing thereof. 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.

12. **MISCELLANEOUS**

- 12.1 Time shall be of the essence of this Agreement.
- 12.2 All warranties, representations, covenants and agreements of the Corporation herein contained or contained in certificates or documents submitted pursuant to or in connection with the transaction provided for herein 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.
- 12.3 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 Alberta. Each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Alberta.
- 12.4 This Agreement supersedes all other agreements, documents, letters, writings and oral understandings among the parties relating to the subject matter hereof, including without limitation the engagement letter dated July 22, 2010 and accepted July 28, 2010; and represents the entire agreement between the parties with respect to the subject matter hereof.
- 12.5 If one or more of the provisions contained herein 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 herein.
- 12.6 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 hereto shall be entitled to rely on delivery of a facsimile copy of the executed counterpart.

- 12.7 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 hereto.
- 12.8 The parties hereto have required that this Agreement, as well as any notice, document or proceeding relating hereto be written in English. Les parties aux présentes ont exigé que le présent contrat ainsi que tout autre avis, document ou procédure s'y rapportant soit rédigé en anglais.

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

CARMEN ENERGY INC.

Per: (signed) "Brian Doherty"

PI FINANCIAL CORP.

Per: (signed) "Bert Quatrociocchi"

SCHEDULE "A"

To an Agreement dated as of the 15th day of December, 2010 between Carmen Energy Inc. (the "Corporation") and PI Financial Corp.

NOT MORE THAN 50 PERCENT OF THE AGGREGATE NUMBER OF COMMON SHARES WHICH CAN BE ACQUIRED BY THE HOLDER MAY BE SOLD BY THE HOLDER BEFORE THE CORPORATION COMPLETES ITS QUALIFYING TRANSACTION PURSUANT TO THE POLICIES OF THE TSX VENTURE EXCHANGE.

THE AGENT'S OPTIONS REPRESENTED BY THIS CERTIFICATE
WILL BE VOID AND OF NO VALUE IF NOT EXERCISED
PRIOR TO 4:30 P.M. (CALGARY TIME) ON THE EXPIRY DATE

AGENT OPTION CERTIFICATE CARMEN ENERGY INC.

(Incorporated under the *Business Corporations Act* of Alberta)

AGENT OPTION
CERTIFICATE NO.

●

● AGENT'S OPTIONS entitling the holder to acquire, subject to adjustment, one (1) Common Share for each whole Agent's Option represented hereby.

THIS IS TO CERTIFY THAT PI Financial Corp., 1900, 666 Burrard Street, Vancouver, British Columbia, V6C 3N1 (the "Optionholder") is entitled to acquire, for each Agent's Option represented hereby, in the manner and subject to the restrictions and adjustments set forth in the "Terms and Conditions of Agent's Option of Carmen Energy Inc." appended as a Schedule hereto and forming a part hereof, at any time and from time to time until 4:30 p.m. (Calgary time) on the Expiry Date one common share ("Common Share") in the capital of Carmen Energy Inc. as constituted on ●, on payment to the Corporation of \$0.10 per Common Share, subject to adjustment in certain events.

The Agent's Options represented by this certificate may only be exercised at the principal office of the Corporation from time to time in Calgary, Alberta [NTD: insert address] as at the date hereof, upon surrender of this certificate with the Subscription Form on the reverse side hereof (or a separate notice in substantially the same form) duly completed and executed, and payment in cash or a certified cheque or bank draft payable to or to the order of the Corporation, at par in immediately available funds, for the full purchase price of the Common Shares so subscribed for.

The Agent's Options represented by this certificate are subject to the "Terms and Conditions of Agent's Options of Carmen Energy Inc." appended as a Schedule hereto and forming a part hereof.

IN WITNESS WHEREOF the Corporation has caused this certificate to be executed by a duly authorized director or officer.

DATED for reference this ● day of ●, 2010.

CARMEN ENERGY INC.

Per: _____

*The Agent's Options represented hereby cannot be transferred
or otherwise disposed of by the holder to any person whatsoever.*

**IMPORTANT: SEE "TERMS AND CONDITIONS OF AGENT'S OPTIONS OF
CARMEN ENERGY INC." APPENDED AS A SCHEDULE HERETO**

SUBSCRIPTION FORM

TO: CARMEN ENERGY INC.

The undersigned holder of the within Agent's Options hereby irrevocably subscribes for _____ Common Shares (or such adjusted number of Common Shares or other securities to which such subscription entitles the undersigned in lieu thereof) in accordance with and subject to the provisions of this Agent Option Certificate at the subscription price of \$0.10 per Common Share for each one (1) Agent Option exercised hereby, and encloses herewith cash or a certified cheque or bank draft payable to or to the order of Carmen Energy Inc. for the full subscription price for the Common Shares so subscribed for.

The Common Shares subscribed for are to be issued as follows:

Name: _____

Address in full: _____

Daytime Telephone Number: _____

Note: If further nominees are intended, please attach (and initial) a schedule providing these particulars.

DATED this _____ day of _____, 20__.

Signature Guaranteed

Signature of Optionholder (to be the same as the name that appears on the face of this Agent's Option Certificate)

Name of Optionholder (please print)

Name and title of signatory (please print)

Address of Optionholder (please print)

Instructions:

1. If the Subscription Form indicates that Common Shares are to be issued to a person or persons other than the registered holder of the Agent's Option Certificate, the signature of such Optionholder on the Subscription Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange, and the Optionholder must pay any applicable transfer taxes or fees.
2. If the Subscription Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a judiciary or representative capacity, the Agent's Option Certificate must be accompanied by evidence of authority to sign satisfactory to the Corporation.

THE AGENT'S OPTIONS REPRESENTED HEREBY CANNOT BE TRANSFERRED OR OTHERWISE DISPOSED OF BY THE HOLDER TO ANY PERSON WHATSOEVER.

SCHEDULE TO AGENT'S OPTION CERTIFICATE
TERMS AND CONDITIONS OF AGENT'S OPTIONS
OF CARMEN ENERGY INC.

Terms and Conditions attached to the Agent's Options issued by Carmen Energy Inc. and dated the ● day of ●, 2010.

ARTICLE 1
INTERPRETATION

1.1 Definitions

In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith:

- (a) “**Agency Agreement**” means the agency agreement effective as of December 15, 2010 between the Corporation and PI Financial Corp.;
- (b) “**Agent’s Option Certificate**” means the certificates to which these Terms and Conditions are attached and of which these Terms and Conditions form a part;
- (c) “**Agent's Options**” means the options to acquire the Common Shares evidenced by the Agent’s Option Certificate;
- (d) “**Business Day**” means a day other than a Saturday, Sunday or any day on which banks are not open for business in Calgary, Alberta;
- (e) “**Common Shares**” means the common shares in the capital of the Corporation as such shares existed on the Issue Date, subject to adjustment as provided herein;
- (f) “**Corporation**” means Carmen Energy Inc. and its successors;
- (g) “**dividends paid in the ordinary course**” means any dividends, whether in cash, in securities of the Corporation, in specie, in kind or otherwise in property or other assets, declared payable or paid on the Common Shares in any fiscal year of the Corporation to the extent that the aggregate of such cash dividends or the fair market value thereof, as bona fide determined by the directors of the Corporation, of such dividends in securities, in specie, in kind or otherwise in property or other assets declared and payable or paid from the beginning of the fiscal year of the Corporation in which such dividend is declared to the date of such declaration of such dividend, including in such calculation the dividend in question, does not exceed the retained earnings of the Corporation as at the date of declaration of such dividends;
- (h) “**Exchange**” means the TSX Venture Exchange Inc.;

- (i) “**Exercise Price**” means the price of \$0.10 per Common Share, expressed in lawful money of the Canada, subject to adjustment as provided herein;
- (j) “**Expiry Date**” means the date that is twenty-four (24) months from the date of the listing and posting of the Common Shares on the Exchange;
- (k) “**Expiry Time**” means 4:30 p.m. (Calgary time) on the Expiry Date;
- (l) “**Fair Value per Share**” means: (i) if the Common Shares are listed on a stock exchange, the volume weighted average trading price per Common Share for the twenty (20) trading days on the Exchange immediately preceding the date on which the value of a Common Share is assessed for the purposes hereof; and (ii) if the Common Shares are not listed on a stock exchange, the fair market value of a Common Share, as determined by the directors of the Corporation acting reasonably and in good faith, which determination shall be conclusive for all purposes of this Agent's Option Certificate;
- (m) “**herein**”, “**hereby**” and similar expressions refer to these Terms and Conditions, as the same may be amended or modified from time to time; and the expression “**Article**”, “**Section**” and “**subsection**” followed by a number refer to the specified Article, Section or subsection of these Terms and Conditions;
- (n) “**Issue Date**” means the date that the Common Shares are listed and posted for trading on the Exchange;
- (o) “**Optionholder**” means the registered holder of the Agent's Options;
- (p) “**Person**” includes an individual, corporation, partnership, trustee or any unincorporated organization and words importing persons include individuals, corporations, partnerships, trustees and unincorporated organizations; and
- (q) “**Purchase Price**” shall mean, for any exercise of Agent's Options, the aggregate consideration payable to the Corporation by the Optionholder pursuant to Section 2.1 hereof, in an amount equal to the product of the Exercise Price applicable as at the date of exercise multiplied by the number of Agent's Options so exercised at such time.

Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Agency Agreement.

1.2 Interpretation Not Affected by Headings

The division of these Terms and Conditions into Articles, Sections and subsections, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Applicable Law

These Terms and Conditions shall be construed in accordance with and the rights and obligations of the Optionholder and the Corporation hereunder shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. The Corporation and the Optionholder attorn to the exclusive jurisdiction of the courts of the Province of Alberta in respect of all matters and disputes arising hereunder.

ARTICLE 2 EXERCISE OF AGENT'S OPTIONS

2.1 Method of Exercise

The right to subscribe for and purchase Common Shares hereunder may be exercised, prior to the Expiry Time, by the Optionholder delivering to the Corporation at its principal office: (i) the Agent's Option Certificate with the subscription form printed on the reverse side thereof or the Agent's Options Exercise Grid (or a separate notice in substantially the same form) duly completed and executed; and (ii) cash or a certified cheque or bank draft payable to or to the order of the Corporation, in Calgary, Alberta in immediately available funds, for the full amount of the Purchase Price, in lawful money of Canada. The Agent's Option Certificate and payment shall be deemed to be delivered only upon actual receipt of same by the Corporation.

2.2 Effect of Exercise

Upon delivery and payment as set forth in Section 2.1 above, the Common Shares so subscribed for shall be issued as fully paid and non-assessable shares in the capital of the Corporation and the Optionholder will become the holder of record of the Common Shares, effective as of the date of such delivery and payment, and within three (3) Business Days thereafter the Corporation will cause certificate(s) for the Common Shares purchased to be mailed to the Optionholder, at the address set forth in the delivery instructions provided by the Optionholder in the subscription form printed on the reverse side of the Agent's Option Certificate (or a separate notice in substantially the same form), or otherwise delivered to or to the order of the Optionholder.

2.3 Partial Exercise

The Optionholder may subscribe for and purchase a number of Common Shares that is less than the total number of Common Shares that the Optionholder is entitled to subscribe for and purchase hereunder, in which event the Corporation shall cause a certificate representing the balance of the Agent's Options not exercised by the Optionholder with a duly completed and executed Agent's Options Exercise Grid to be mailed to the Optionholder within three (3) Business Days of receipt at the address set forth in the delivery instructions provided by the Optionholder in the subscription form printed on the reverse side of the Agent's Option Certificate (or a separate notice in substantially the same form), or otherwise delivered to or to the order of the Optionholder.

2.4 Expiration

At the Expiry Time, all rights hereunder shall wholly cease and terminate and the Agent's Options shall be void and of no effect whatsoever.

2.5 Fractional Interests

The Corporation shall not be required to issue fractional Common Shares representing fractional shares on the exercise of any Agent's Options. If more than one Agent's Option shall be presented by the Optionholder for exercise at the same time, the number of full Common Shares issuable upon the exercise thereof will be computed on the basis of the aggregate number of Common Shares purchasable on exercise of the Agent's Options so presented. If any fraction of a Common Share would, except for the provisions of this Section 2.5, be issuable on the exercise of any Agent's Options, the number of Common Shares issued to the Agent shall be rounded up to the next greater whole number of Common Shares, if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Common Shares if the fractional entitlement is less than 0.5.

2.6 Non-Transferable

The Agent's Options cannot be transferred or otherwise disposed of by the Optionholder to any person whatsoever.

ARTICLE 3 GENERAL

3.1 Reservation of Sufficient Common Shares

For so long as the Agent's Options remain outstanding, the Corporation shall reserve and keep available for issue upon the exercise of the Agent's Options such number of authorized but unissued Common Shares or other shares in the capital of the Corporation as will be required to satisfy in full the rights of the Optionholder pursuant to the Agent's Options to subscribe for and purchase Common Shares from the Corporation.

3.2 Additional Securities

Nothing contained herein shall be construed as preventing the Corporation from making any distribution of or otherwise issuing to any person, at any time and from time to time, additional Common Shares or securities convertible into Common Shares for such consideration and on such terms as may be approved by the board of directors of the Corporation in its sole discretion.

3.3 Lost, Stolen, Destroyed or Mutilated Agent's Option Certificates

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of any Agent's Option Certificate and, in the case of loss, theft or destruction, upon receipt of indemnity or security in an amount and form satisfactory to the Corporation acting reasonably, or, in the case of mutilation, upon surrender and cancellation of such Agent's Option

Certificate, the Corporation will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Agent's Option Certificate, a new Agent's Option Certificate of like tenor and representing the same number of Agent's Options. The Optionholder shall pay the reasonable charges of the Corporation in connection with any such replacement.

3.4 Optionholder Not a Shareholder

The Agent's Options represented hereby shall not constitute the Optionholder a shareholder of the Corporation, nor entitle the Optionholder to any right or interest (including, without limitation, any voting rights or rights to receive dividends or other distributions) as a shareholder of the Corporation. For greater certainty, the Agent's Options represented hereby shall not entitle the Optionholder to any voting rights whatsoever in the affairs of the Corporation.

3.5 Notice to Regulatory Authorities

The Corporation may give notice of the issuance of any Common Shares pursuant to the exercise of Agent's Options, in such detail as may be required, to any stock exchange, securities commission or similar regulatory authority in Canada having jurisdiction in respect of such issuance.

3.6 Legends

If, at the time of the exercise of the Agent's Options, the Common Shares acquired thereby are subject to trading restrictions under applicable securities legislation, the Corporation may, on the advice of counsel, endorse the certificates representing such Common Shares with a legend.

3.7 Transfer Taxes

The Corporation shall pay any and all transfer taxes (if any) that may be payable in respect of the issuance or delivery of Common Shares upon the exercise of the Agent's Options; provided, however, that the Corporation shall not be required to pay any such tax or taxes that may be payable in respect of the issuance or delivery of any certificates for Common Shares issued upon the exercise of the Agent's Options in the name of a person or persons other than the Optionholder.

ARTICLE 4 ADJUSTMENTS

4.1 Adjustment of Subscription Rights

- (a) The Exercise Price and the number of Common Shares purchasable upon the exercise of an Agent's Option shall be subject to adjustment from time to time as set forth in this Article 4 with respect to any fact or event described herein occurring after the Issue Date but prior to the Expiry Time. The adjustments provided for in this Article 4 are cumulative. Notwithstanding anything contained in this Article 4, any adjustment made pursuant to any provision of this Article 4 shall be made without duplication of an adjustment otherwise required by and

made pursuant to another provision of this Article 4 on account of the same facts or events.

- (b) After any adjustment pursuant to this Article 4, the term “Common Shares” where used in this Option Certificate shall, unless the context requires otherwise, be interpreted to mean securities or other property that, as a result of all prior adjustments pursuant to this Article 4, the Optionholder is entitled to receive upon the exercise of a Agent’s Option, and the number of Common Shares indicated in any subscription made pursuant to the exercise of Agent's Options shall be interpreted to mean the number of such securities or other property which, as a result of all prior adjustments pursuant to this Section, the Optionholder is entitled to receive upon the exercise of Agent's Options entitling the holder thereof to subscribe for and purchase the number of Common Shares so indicated.

4.2 Stock Dividends, Subdivisions or Consolidations

- (a) If and whenever at any time after the Issue Date but prior to the Expiry Time, the Corporation shall: subdivide, redivide or change its outstanding Common Shares into a greater number of shares; reduce, combine or consolidate its outstanding Common Shares into a smaller number of shares; or (iii) issue Common Shares or securities convertible into or exchangeable for Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a stock dividend other than a dividend paid in the ordinary course, then the Exercise Price in effect on the effective date of such subdivision, redivision, change, reduction, combination or consolidation or on the record date for such issue of Common Shares or securities convertible or exchangeable into Common Shares by way of a stock dividend, as the case may be, shall be adjusted immediately after such effective date or record date, as the case may be, so that it shall equal the price determined by multiplying the Exercise Price in effect on such date by a fraction of which the numerator shall be the total number of Common Shares outstanding immediately prior to such date and the denominator shall be the total number of Common Shares outstanding immediately after such date (including, in the case where securities convertible into or exchangeable for Common Shares are issued, the number of Common Shares that would have been outstanding had such securities been converted into or exchanged for Common Shares on such record date).
- (b) Any issue of Common Shares by way of a stock dividend as contemplated in this Section 4.2 shall be deemed to have been made on the record date for the stock dividend for the purpose of calculating the number of outstanding Common Shares, or securities convertible into Common Shares, under Sections 4.2, 4.3 and 4.4. To the extent that any securities convertible into or exchangeable for Common Shares are not converted into or exchanged for Common Shares prior to the expiration of the conversion or exchange right, the Exercise Price shall be readjusted effective as at the date of such expiration to the Exercise Price that would then be in effect based upon the number of Common Shares actually issued on the exercise of such conversion or exchange right.

- (c) Upon any adjustment of the Exercise Price pursuant to Section 4.2, the number of Common Shares purchasable under each Agent's Option shall contemporaneously be adjusted by multiplying the number of Common Shares theretofore purchasable on the exercise thereof by a fraction of which the numerator shall be the Exercise Price in effect immediately prior to such adjustment and the denominator shall be the Exercise Price resulting from such adjustment.

4.3 Rights Offerings

If and whenever at any time after the Issue Date but prior to the Expiry Time, the Corporation shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of its outstanding Common Shares entitling them, for a period expiring not more than forty-five (45) days after such record date, to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for Common Shares) at a price per share (or having a conversion or exchange price per share) less than 95% of the Fair Value per Share on such record date, the Exercise Price in effect on such record date shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number arrived at by dividing the aggregate price of the total number of additional Common Shares offered for subscription or purchase (or the aggregate conversion or exchange price of the convertible securities so offered) by such Fair Value per Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares offered for subscription or purchase (or into which the convertible securities so offered are convertible or exchangeable). Common Shares owned by or held for the account of the Corporation shall be deemed not to be outstanding for the purpose of any such computation. To the extent that any such rights, options or warrants are not so issued or any such rights, options or warrants are not exercised prior to the expiration thereof, the Exercise Price shall be readjusted to the Exercise Price that would then be in effect if such record date had not been fixed or to the Exercise Price that would then be in effect based upon the number and aggregate price of Common Shares (or securities convertible into or exchangeable for Common Shares) actually issued upon the exercise of such rights, options or warrants, as the case may be.

4.4 Other Distributions

If and whenever at any time after the Issue Date but prior to the Expiry Time, the Corporation shall fix a record date for the making of a distribution to all or substantially all the holders of its outstanding Common Shares of: (i) shares of any class other than Common Shares (or other securities convertible into or exchangeable for Common Shares); (ii) rights, options or warrants (excluding rights, options or warrants referred to in Section 4.3, or rights, options or warrants referred to in Section 4.3 but exercisable at a price per share (or having a conversion or exchange price per share) that is at least 95% of the Fair Value per Share); (iii) evidences of its indebtedness; or (iv) assets (excluding assets distributed as dividends paid in the ordinary course or in the event of the liquidation, dissolution or winding-up of the Corporation); then, in each such case, the Exercise Price in effect on such record date shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in

effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Fair Value per Share on such record date, less the aggregate fair market value (as determined by the directors of the Corporation acting reasonably and in good faith, which determination shall be conclusive) of such shares or rights, options or warrants or evidences of indebtedness or assets so distributed, and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by the Fair Value per Share. Common Shares owned by or held for the account of the Corporation shall be deemed not to be outstanding for the purpose of any such computation. To the extent that such distribution is not so made, the Exercise Price shall be readjusted to the Exercise Price that would then be in effect based upon such shares or rights, options or warrants or evidences of indebtedness or assets actually distributed, as the case may be.

4.5 Reorganizations

If and whenever at any time after the Issue Date but prior to the Expiry Time, there is a reclassification of the Common Shares or a capital reorganization of the Corporation other than as described in Section 4.2 or a consolidation, amalgamation, arrangement, merger or other reorganization of the Corporation with or into any other body corporate, trust, partnership or other entity, or a sale or conveyance of the property and assets of the Corporation as an entirety or substantially as an entirety to any other body corporate, trust, partnership or other entity (any such event being hereinafter referred to as a "Reorganization"), the Optionholder shall be entitled, for each Agent's Option still held at the effective date of the Reorganization, upon the exercise of such Agent's Option after the effective time, to receive, and shall thereupon be obligated to accept in lieu of the number of Common Shares then subscribed for by him but for the same aggregate consideration payable therefor, the number of shares or other securities of property of the Corporation or of the body corporate, trust, partnership or other entity resulting from such merger, amalgamation or consolidation, or to which such sale or conveyance may be made, as the case may be, that such Optionholder would have been entitled to receive on the Reorganization if, on the record date or the effective date thereof, as the case may be, the Optionholder had been the registered holder of the number of Common Shares so subscribed for. To give effect to or to evidence the provisions of this Section 4.5, the Corporation shall or shall impose upon its successor or such purchasing body corporate, partnership, trust or other entity, as the case may be, prior to or contemporaneously with any such Reorganization, an agreement or undertaking that provides, to the extent possible, for the application of the provisions of this Section 4.5 with respect to the rights and interests thereafter of the Optionholder to the end that the provisions set forth in this Agent's Option shall thereafter correspondingly be made applicable, as nearly as may reasonably be, with respect to any shares, other securities or property to which the Optionholder is entitled on the exercise of his purchase rights thereafter. Any agreement or undertaking entered into between the Corporation, any successor to the Corporation or such purchasing body corporate, partnership, trust or other entity shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this Article 4 and which shall apply to successive Reorganizations.

4.6 Exception

Notwithstanding anything contained herein, no adjustment in the number of Common Shares purchasable upon the exercise of a Agent's Option, or the Exercise Price thereof, shall be made in respect of any event or circumstance described in this Article 4 if the Optionholder is entitled to participate in such event on the same terms, mutatis mutandis, as if the Optionholder had exercised his Agent's Options on or before the effective date or record date of such event or circumstance.

4.7 Abandonment or Deferral

- (a) If the Corporation sets a record date as at which the holders of Common Shares are to be determined for the purposes of an event in respect of which an adjustment in the number of Common Shares purchasable upon the exercise of a Agent's Option, or the Exercise Price thereof, is required to be made under Article 4 but legally abandons the event prior to completion thereof, then no adjustment in such number of Common Shares or the Exercise Price thereof shall be required by reason of the setting of such record date.
- (b) In any case where Article 4 requires that an adjustment in the number of Common Shares purchasable upon the exercise of a Agent's Option, or the Exercise Price thereof, be made effective immediately after a record date for a specified event, the Corporation may elect to defer, until after the occurrence of the event, the issuance to the holder of any Agent's Option exercised after the record date, of the Common Shares issuable upon the exercise of the Agent's Option that are in excess of the Common Shares that the Optionholder would thereupon be entitled to receive in the absence of the specified event; provided, however, that the Corporation shall deliver to the holder an appropriate instrument evidencing the holder's right to receive such additional Common Shares if and when the event requiring such adjustment in fact occurs.

4.8 Minimum Adjustment

No adjustment in the number of Common Shares purchasable upon the exercise of a Agent's Option shall be required under this Article 4 unless the adjustment would require an increase or decrease of at least one percent (1%) in such number of Common Shares; provided, however, that any adjustments which by reason of this Section 4.8 are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations made in this regard shall be made to the nearest one-tenth of a share.

4.9 No Adjustments for Other Transactions or Events

For greater certainty, and notwithstanding anything contained herein, no adjustment to the terms of the Agent's Options shall be required under this Article 4 in the event of any one or more of the following:

- (a) the granting by the Corporation of options or other rights under any stock option plan, stock purchase plan, stock appreciation rights plan, or other deferred, share

or incentive compensation plan to officers, directors, employees or consultants of the Corporation or its affiliates;

- (b) the issue by the Corporation of any Common Shares or other securities of the Corporation for valuable consideration to any persons other than as specifically provided for in this Article 4 (including without limitation the issue of Common Shares upon the exercise or conversion of any securities of the Corporation outstanding as at the date hereof that are exercisable or convertible into Common Shares); or
- (c) the declaration or payment of any dividends on the Common Shares other than as specifically provided for in this Article 4.

4.10 Notice of Adjustment Events

- (a) For so long as any Agent's Options remain outstanding, the Corporation will give notice to the Optionholder of its intention to fix a record date or closing date, as the case may be, for any event referred to in Sections 4.2, 4.3 or 4.4 (other than a subdivision, redivision, change in number, reduction, combination or consolidation of its Common Shares) that gives rise or is reasonably expected to give rise to an adjustment pursuant to this Article 4, or its intention to take any action described in Section 4.5. The notice shall specify the particulars of such event and the record date and/or the effective date therefor; provided, however, that the Corporation shall only be required to specify in such notice the particulars that have been fixed and determined on the date on which the notice is given. The notice shall be given in each case not less than fourteen (14) days prior to the applicable record date, closing date or effective date.
- (b) The Corporation will, within a reasonable time after the occurrence of any event that requires an adjustment pursuant to this Article 4, give notice to the Optionholder specifying the nature of the event and the required adjustment; provided, however, that if the Corporation has given notice under paragraph (a) above and that notice discloses the relevant facts in respect of such event, no notice is required to be given under this paragraph (b).
- (c) Notwithstanding paragraphs (a) and (b) above, any failure or delay by the Corporation in giving the notice contemplated thereunder shall in no way impair, compromise or invalidate the effectiveness of the event or adjustment.

4.11 Determination of Adjustments

Any determinations shall be made by the auditors of the Corporation or, if the auditors of the Corporation are unable or unwilling to make the determination, by any other firm of Chartered Accountants in Calgary, Alberta that the Corporation may select and is qualified under applicable laws to audit the financial records of public companies in Canada. Adjustments required under this Article 4 shall be conclusive, and such firm shall have access to all appropriate records. Any such determination made by the auditors of the Corporation or, if

applicable, the other firm of Chartered Accountants shall be binding on the Corporation and the Optionholder.

ARTICLE 5 AMENDMENTS

5.1 Amendments Generally

The terms of the Agent's Options represented by the Agent's Option Certificate may be amended, and the observance of any term thereof may be waived, only by a written instrument signed by the Corporation and the Optionholder. Any such amendment shall be subject to receipt by the Corporation of all required approvals (if any) from any stock exchange on which the Common Shares are listed and all applicable securities regulatory authorities.

ARTICLE 6 NOTICES

6.1 Notice to Corporation

Any notice to the Corporation under the provisions of this Agent's Option Certificate shall be valid and effective if personally delivered or given by telecopier or prepaid mail, addressed to the Corporation at Carmen Energy Inc., [NTD: insert address], Attention: President, and shall be deemed to have been effectively given on the day following the date of delivery or the date of telecopy (provided it is so received before 4:30 pm (Calgary time) on a Business Day, failing which it will be deemed to have been effectively given on the next following Business Day), or if mailed, seven (7) Business Days after actual posting of the notice. The Corporation may from time to time give the Optionholder written notice of a change of address, which new address shall thereafter, until changed by another notice, be the address of the Corporation for all purposes of this Agent's Option Certificate.

6.2 Notice to Optionholder

Any notice to the Optionholder under the provisions of this Agent's Option Certificate shall be valid and effective if personally delivered or given by telecopier or prepaid mail, addressed to the Optionholder at the address appearing on this Agent's Option Certificate, and shall be deemed to have been effectively given on the day following the date of delivery or the date of telecopy (provided it is so received before 4:30 pm (Calgary time) on a Business Day, failing which it will be deemed to have been effectively given on the next following Business Day), or if mailed, seven (7) Business Days after actual posting of the notice.

SCHEDULE "B"

To an Agreement dated the 15th day of December, 2010 among
Carmen Energy Inc. (the "Corporation") and PI Financial Corp.
(the "Agent")

_____, 2010

PI Financial Corp.
Suite 1900 – 666 Burrard Street
Vancouver, B. C.
V6C 3N1

Attention: Ms. Carol Ellis

Re: Offering of Common Shares of Carmen Energy Inc.

We have acted as counsel to Carmen Energy Inc. (the "**Corporation**" or "**Carmen**") in connection with the issuance and qualification for offering and sale to the public by the Corporation of an aggregate of Common Shares (the "**Offered Shares**") at a price of \$0.10 per Offered Share. We also understand that the Offered Shares are being issued and sold pursuant to the terms and subject to the conditions of an agreement (the "**Agency Agreement**") dated , 2010 between the PI Financial Corp. (the "Agent") and the Corporation to subscribers (the "**Subscribers**") resident in each of the Provinces of Alberta, British Columbia, Ontario and Nova Scotia (collectively, the "**Offering Jurisdictions**"). This opinion is being delivered pursuant to the Agency Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agency Agreement.

We have participated in the preparation of and have reviewed: (i) the Agency Agreement; (ii) a certificate dated December 15th, 2010 between the Corporation and the Agent (the "**Agent's Option Certificate**"); (iii) the escrow agreement, dated as of October 18, 2010 among the Corporation, Valiant Trust Company and certain securityholders of the Corporation (the "**Escrow Agreement**"); (iv) the preliminary capital pool company prospectus of the Corporation dated October 18, 2010 (the "**Preliminary Prospectus**"); and (v) the (final) capital pool company prospectus of the Corporation dated December 15, 2010 (the "**Prospectus**") (the Preliminary Prospectus and the Prospectus are collectively referred to herein as the "**Prospectuses**"). We have also reviewed and relied upon the receipts under Multilateral Instrument 11-102 *Passport System* and National Policy 11-202 *Process for Prospectus Reviews in Multiple Jurisdictions* issued by the Alberta Securities Commission, as principal regulator, and for and on behalf of itself and the securities regulatory authorities in each of the other Offering Jurisdictions except Ontario and evidencing the receipt of the Ontario Securities Commission for the Preliminary Prospectus and Prospectus dated October 19, 2010 and December 15, 2010 in respect of the Preliminary Prospectus and the Prospectus, respectively, copies of which have been delivered to you today (the "**Receipts**").

We have examined such documents and have considered such questions of law as we have considered relevant and necessary as a basis for the opinions hereinafter set forth. As to various questions of fact material to such opinions and which were not independently established, we have relied upon certificates of public officials and an officer of the Corporation, copies of which have been delivered to you today, and on the minute books of the Corporation. In such examination we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to authentic originals of all documents submitted to us as certified, notarial or true copies or facsimiles.

For the purposes of the opinions expressed in paragraph 1, we have relied upon a Certificate of Status dated ●, 2010 electronically retrieved from the official records of the Corporate Registry as maintained by the Registrar of Corporations under the *Business Corporations Act* (Alberta).

For the purpose of the opinion expressed in paragraphs 1, 3, 4, 5, 6, 8, 12 and 14 in connection with certain factual matters, we have relied, in part, upon a certificate of an officer of the Corporation (the "**Officer's Certificate**"), a copy of which has been provided to you today.

The opinions set forth in paragraph 11 are based upon the current provisions of the *Income Tax Act* (Canada) and the regulations thereunder (collectively, the "**Tax Act**"), all specific proposed amendments thereto detailed in public statements issued by the Minister of Finance prior to the date hereof and our understanding of the published administrative and assessing practices of the Canada Revenue Agency publicly available as of the date hereof. Our opinions do not otherwise anticipate or take into account any changes in law or in such administrative policies and assessing practices whether by legislative, governmental or other action.

For the purpose of the opinions expressed in paragraph 13, we have relied exclusively upon a letter from the TSX Venture Exchange ("**TSXV**") dated ●, 2010.

In expressing the opinion set forth in paragraph 14 with respect to the number of issued and outstanding Common Shares, we have relied solely upon a certificate dated ●, 2010 addressed to us by Valiant Trust Company (in its capacity as registrar and transfer agent of the Common Shares), a copy of which has been delivered to you today and which we have assumed continues to be accurate on the date hereof.

For the purposes of the opinion contained in paragraph 7, we have relied on the Receipts. Also, for the purposes of the opinion contained in paragraph 7, we have assumed that each of the Preliminary Prospectus and the Prospectus contained full, true and plain disclosure of all material facts relating to the Corporation and the Offered Shares being offered thereunder as at the respective dates thereof and no "material change" (as that term is defined under the laws of the Offering Jurisdictions) has occurred since December 15, 2010 requiring an amendment to the Prospectus to be prepared and filed under the laws of the Offering Jurisdictions.

We have also assumed, for the purposes of the opinions expressed herein, that all agreements and other documents have been duly authorized, executed and delivered by all of the parties thereto other than the Corporation and that such agreements and other documents constitute legal, valid and binding obligations of the parties thereto other than the Corporation, enforceable against each of them in accordance with their respective terms.

In expressing the opinion in paragraph 10 below, we assumed that no market intermediary or other person or company engaged in, or holding himself, herself or itself out as engaging in, the business of dealing securities or exchange contracts, will be involved in the issuance of the Common Shares upon the due exercise of the Agent's Option in accordance with the terms of the Agent's Option Certificate.

Whenever our opinion refers to securities of the Corporation whether issued or to be issued, as being "fully paid and non-assessable", such opinion indicates that the holder of such securities cannot be required to contribute any further amounts to the Corporation by virtue of its status as holder of such securities, either in order to complete payment for the securities, to satisfy claims of creditors or otherwise. No opinion is expressed as to actual receipt by the Corporation of the consideration for the issuance of such securities or as to the adequacy of any consideration received.

We have also assumed that:

- (a) the Agent, in discharging its duties pursuant to the Agency Agreement and in carrying out all activities by it in connection therewith, is and will be at all relevant times duly registered under the appropriate and relevant category of registration under the securities laws which are applicable to it as of the date hereof and as at such relevant times and have conducted and completed, and at all relevant times will conduct and complete, the elements of the offering for which they are responsible or which they have conducted in compliance with the relevant provisions of the securities laws in each of the Offering Jurisdictions;
- (b) the representations and warranties of the Agent set forth in the Agency Agreement are true, correct and accurate in all material respects now and will be at all other relevant times;
- (c) there is not, at the time of such trades or distributions, a cease trade or other restraining order affecting the Corporation or its securities in effect in any of the Offering Jurisdictions or affecting any person or company who engages in such trade or distributions issued by any court, tribunal, securities commission or other regulatory authority of that jurisdiction; and
- (d) the Corporation is not a "related issuer" (as that term is defined under National Instrument 33-105 – *Underwriting Conflicts* ("NI 33-105")) of any registrant involved in a trade of the Common Shares and the Corporation is not a "connected issuer" (as that term is defined under NI 33-105 and Applicable Securities Laws) of any registrant involved in any trade of the Common Shares.

We are qualified to practice law in the Province of Alberta and our opinion herein is restricted to the laws of the Province of Alberta and the federal laws of Canada applicable therein as at the date hereof. We have provided this opinion concurrently with the opinions of local counsel in each of the provinces of British Columbia, Ontario and Nova Scotia (collectively, the "**Local Counsel Opinions**") as to matters governed by the laws of each of such Provinces, which Local

Counsel Opinions we are of the view are satisfactory in form and we and you are justified in relying thereon.

In giving the opinions expressed in paragraphs 7, 9 and 10 we have relied on the Local Counsel Opinions with respect to the laws of the Offering Jurisdictions other than the Province of Alberta. To the extent that the Local Counsel Opinions are based upon any assumptions, limitations, reliances, exceptions and qualifications which are not otherwise addressed in this opinion, or are expressed in a form which differs from the form of our opinion expressed herein, our opinion, insofar as it relates to the laws regarding which local counsel have expressed their opinions, is based upon the same assumptions and reliances, is made subject to the same limitations, qualifications or exceptions and is to be considered to be expressed in the form set forth in the Local Counsel Opinions.

For the purposes of this opinion as it relates to the Province of Alberta, the term "**Applicable Securities Laws**" means the laws set out in the *Securities Act* (Alberta) and the rules and regulations thereunder, and the instruments, orders, published policy statements, forms and notices of the Alberta Securities Commission. For the purposes of this opinion as it relates to Offering Jurisdictions, other than the Province of Alberta, the term "**Applicable Securities Laws**" has the meaning ascribed to such term or to the terms "Securities Laws" and "Applicable Laws" in the opinions of local counsel on which we have relied.

Whenever our opinion with respect to the existence or absence of facts or circumstances is qualified by the phrase "of which we are aware", it is intended to indicate that during the course of our representation of the Corporation no information has come to our attention, which would give us actual knowledge of the existence of such facts or circumstances. However, other than the review of the Officer's Certificate, the Agent Agreement, the Preliminary Prospectus, the Prospectus and the minute books of the Corporation and inquiries of the lawyers of our firm who are responsible for the files relating to the Corporation we have not undertaken any special or independent investigation to determine the existence or absence of any facts or circumstances relating to the Corporation. No inference as to our knowledge of such facts and circumstances should be drawn merely from our representation of the Corporation.

Notwithstanding the foregoing and our opinions below, we express no opinion with respect to the compliance or non-compliance with applicable privacy laws in connection with the transactions contemplated by the Prospectus. The opinions hereinafter expressed are based on legislation and regulations in effect on the date hereof.

Based upon the foregoing and subject to the qualifications herein expressed, we are of the opinion that:

1. The Corporation has been duly incorporated and is valid and subsisting under the laws of the Province of Alberta and has all requisite power and capacity to carry on its business as now conducted and as presently proposed to be conducted by it and to own its properties and assets and is duly registered and qualified to carry on business under the laws of each jurisdiction in which it carries on business.

2. The Corporation has all necessary corporate power and authority to enter into the Agency Agreement, Escrow Agreement and Agent's Option Certificate and to perform its obligations set out therein, and the Agency Agreement, Escrow Agreement and Agent's Option Certificate have been duly authorized, executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, subject to:
 - (a) applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally;
 - (b) equitable remedies, including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court;
 - (c) the statutory and inherent powers of a court to grant relief from forfeiture, to stay execution of proceedings before it and to stay executions on judgments;
 - (d) the applicable laws regarding limitations of actions;
 - (e) the enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court;
 - (f) the enforceability of the provisions exculpating a party from liability or duty otherwise owed by it may be limited under applicable law; and
 - (g) that rights to indemnity and contribution under the Agency Agreement may be limited or unavailable under applicable law.

3. The execution and delivery of the Agency Agreement, Escrow Agreement and Agent's Option Certificate and fulfillment of the terms thereof by the Corporation, and the performance of and compliance with the terms of the Agency Agreement, Escrow Agreement and Agent's Option Certificate by the Corporation does not and will not result in a breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under:
 - (a) any applicable laws of the Province of Alberta or the federal laws of Canada applicable therein;
 - (b) any term or provision of the constating documents, by-laws, or resolutions of the directors (or any committee thereof), or shareholders of the Corporation;
 - (c) of which we are aware, any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which the Corporation is bound on the date hereof; or

- (d) of which we are aware, any judgement, decree or order, of any Court, governmental agency or body or regulatory authority having jurisdiction over the Corporation or its respective properties or assets.
4. The form and terms of the definitive certificate representing the Offered Shares have been duly approved and adopted by the directors of the Corporation and complies with all legal requirements relating thereto, including the requirements of the TSXV.
 5. The Offered Shares have been duly and validly created, allotted and issued as fully paid and non-assessable Common Shares of the Corporation.
 6. The attributes of the Offered Shares conform in all material respects with the description thereof contained in the Prospectuses.
 7. All necessary documents have been filed, all necessary proceedings have been taken and all legal requirements have been fulfilled as required under Applicable Securities Laws of each of the Offering Jurisdictions in order to qualify the Offered Shares for distribution and sale to the public and to qualify the Agent's Option for distribution to the Agents in each of the Offering Jurisdictions through any person or company that is duly registered in a category of dealer registration that permits the trade of securities under Applicable Securities Laws and that has complied with the terms and conditions of such registrations and the relevant provisions of Applicable Securities Laws.
 8. The Agent's Options have been validly created, allotted authorized and issued and upon receipt of consideration for their issuance in accordance with the Agent's Option Certificate, the Common Shares issuable pursuant to the Agent's Option will, upon issuance in accordance with the terms of the Agent's Options Certificate, be issued as fully paid and non-assessable Common Shares of the Corporation;
 9. No filing, proceeding, approval, consent or authorization is required to be made, taken or obtained by the Corporation under Applicable Securities Laws in the Offering Jurisdictions to permit the issuance by the Corporation of the Common Shares issuable pursuant to the Agent's Options in accordance with the terms and conditions of the Agent's Option Certificate, provided that no commission or other remuneration is paid or given in respect of the distribution except for administrative or professional services or for services performed by a registered dealer.
 10. The first trade by a holder of Common Shares issuable pursuant to the Agent's Option, will not be subject to the prospectus requirements of Applicable Securities Laws and no filing, proceeding, approval, consent or authorization of regulatory authorities are required to be obtained under the Applicable Securities Laws to permit the first trade of such Common Shares by the holder of such Common Shares, provided that:
 - (a) the trade is not a "control distribution" as such term is defined in National Instrument 45-102 – *Resale of Securities*; and
 - (b) the Corporation is a reporting issuer in a jurisdiction of Canada at the time of the trade.

11. Subject to the assumptions, qualifications, and limitations set out in the Prospectus under the heading "Eligibility for Investment", as at the date hereof the Offered Shares are "qualified investments" under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, registered disability savings plan, deferred profit sharing plans, registered education savings plans and tax-free savings accounts.
12. The Corporation has the necessary corporate power and authority to execute and deliver the Prospectuses and all necessary corporate action has been taken by the Corporation to authorize the execution and delivery by it of the Prospectuses and the filing thereof, as the case may be, in each of the Offering Jurisdictions in accordance with Applicable Securities Laws.
13. The Offered Shares and the Common Shares issuable pursuant to the Agent's Options have been conditionally approved for listing on the TSXV and, upon notification to the TSXV of the issuance and sale thereof and subject to filing the documentation set forth in their letter of •, 2010, the Offered Shares and the Common Shares issuable pursuant to the Agent's Options will be listed and posted for trading on the TSXV.
14. The authorized capital of the Corporation consists of an unlimited number of Common Shares, of which, the Corporation has 6,699,500 Common Shares outstanding, and such Common Shares have been validly issued as fully paid and non-assessable.
15. Valiant Trust Company, at its principal offices in Calgary, has been duly appointed the transfer agent and registrar for the Common Shares.

This opinion is being furnished for the sole benefit of the addressees hereof for the purposes provided herein and may not be relied upon or distributed to any other person or entity or for any other purpose without our prior written consent. This opinion is given as at the date hereof and we disclaim any obligation or undertaking to advise any person of any change in law or fact which may come to our attention after the date hereof.

Yours truly,

Burnet, Duckworth & Palmer LLP

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