

AGENCY AGREEMENT

June 8, 2011

Blue River Resources Ltd.
Suite 200 – 455 Granville Street
Vancouver, British Columbia
V6Z 2T2

Attention: Griffin Jones, President and Chief Executive Officer

Dear Sirs:

Re: Initial Public Offering of Blue River Resources Ltd.

We, Union Securities Ltd. (the “**Agent**”), understand that Blue River Resources Ltd (the “**Company**”) would like to undertake an initial public offering (the “**Offering**”) of 7,500,000 common shares of the Company (the “**Shares**”) at a price of \$0.20 per Share to raise gross proceeds of \$1,500,000.

We provide this agreement to confirm the terms and conditions upon which we are prepared to act as your agent to use our commercially reasonable efforts to offer and sell the Shares on your behalf. By signing a copy of this agreement, you are confirming that we have entered into a binding agreement (the “**Agreement**”) pursuant to which you will have appointed us as your exclusive agent to use our commercially reasonable efforts to offer and sell the Shares on the terms and conditions contained herein.

In consideration of the services to be rendered by us to you hereunder, you hereby agree with us as follows:

1. DEFINITIONS

In this Agreement:

- (a) “**Acts**” means the Securities Acts or equivalent securities legislation, together with the regulations and rules made thereunder, of the Qualifying Jurisdictions;
- (b) “**Agent**” means Union Securities Ltd.;
- (c) “**Agent’s Commission**” means the commission payable by the Issuer to the Agent pursuant to subsection 3.1;
- (d) “**Agent’s Warrants**” means the warrants to be issued to the Agent pursuant to subsection 3.3;
- (e) “**Agent’s Warrant Shares**” means the previously unissued Common Shares which may be issued upon the exercise of the Agent’s Warrants;

- (f) **“Applicable Securities Laws”** means the Acts and the respective regulations, rules, blanket rulings and orders made thereunder, together with applicable published fee schedules, prescribed forms, policy statements and other regulatory instruments of the Commissions;
- (g) **“Certificates”** means the certificates representing the Shares in the names and denominations directed by the Agent and the Agent’s Warrants in the names and denominations directed by the Agent;
- (h) **“Closing”** means the closing of the Offering;
- (i) **“Closing Date”** means the day on which a Closing takes place;
- (j) **“Closing Time”** has the meaning ascribed thereto in subsection 7.4;
- (k) **“Commissions”** means the British Columbia Securities Commission, the Alberta Securities Commission and the Ontario Securities Commission;
- (l) **“Common Shares”** means the common shares in the capital of the Issuer;
- (m) **“Corporate Finance Fee”** means \$25,000 plus HST corporate finance fee payable by the Issuer to the Agent pursuant to subsection 3.2;
- (n) **“Effective Date”** means the date on which a receipt for the Final Prospectus is issued by or deemed to be issued by the Commissions;
- (o) **“Exchange”** means the TSX Venture Exchange;
- (p) **“Final Prospectus”** means the final prospectus filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;
- (q) **“Issuer”** means Blue River Resources Ltd.;
- (r) **“Material Change”** has the meaning ascribed thereto in the Acts;
- (s) **“Material Fact”** has the meaning ascribed thereto in the Acts;
- (t) **“Offering”** means the offering of 7,500,000 Shares under the Prospectus ;
- (u) **“Offering Price”** means the price at which the Shares are offered for sale under the Prospectus, being \$0.20 per Share;
- (v) **“Preliminary Prospectus”** means the preliminary prospectus filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;
- (w) **“Proceeds”** means the gross proceeds of the Offering, less;

- (i) the Corporate Finance Fee;
 - (ii) the Agent's Commission;
 - (iii) the expenses of the Agent, including the reasonable fees and disbursements of the Agent's legal counsel, incurred in connection with the Offering and not repaid by the Issuer; and
 - (iv) any amount attached by garnishing order or other form of attachment in accordance with section 12;
- (x) "**Prospectus**" means the Preliminary Prospectus and Final Prospectus, as applicable, filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering, and the qualification of the issuance of the Shares and the Agent's Warrants, and any amendments thereto which may be filed with the Regulatory Authorities;
 - (y) "**Qualifying Jurisdictions**" means the Provinces of British Columbia, Alberta and Ontario;
 - (z) "**Regulatory Authorities**" means the Commissions and the Exchange;
 - (aa) "**Securities**" means the Shares, the Agent's Warrants and the Agent's Warrant Shares; and
 - (bb) "**Shares**" means the Common Shares to be sold under the Offering.

2. APPOINTMENT OF AGENT

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

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

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

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

3. AGENT'S COMMISSION AND FEES

3.1 The Issuer will pay the Agent a cash commission (the "**Agent's Commission**") equal to 10% of the gross proceeds of the sale of the Shares, whether purchased by the Agent for its own account or for its clients or purchased by other members of the Exchange for their own accounts or for their respective clients.

3.2 The Issuer will pay to the Agent a non-refundable corporate finance fee in the amount of \$25,000 plus HST (the "**Corporate Finance Fee**"), of which the Issuer has paid \$12,500 plus HST to the Agent, receipt of which is acknowledged by the Agent.

3.3 As further consideration for the Agent assisting the Issuer in connection with the Offering, the Issuer will issue to the Agent (or to members of the Agent's selling group in such amounts as the Agent directs) the Agent's Warrants, entitling the holder thereof to purchase for a period of five years from the Closing Date such number of Agent's Warrant Shares as is equal to 10% of the number of Shares sold under the Offering at a price of \$0.20 per Agent's Warrant Share.

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

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

4. OFFERING TERMS

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

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

- (a) payment of the aggregate subscription price in a manner acceptable to the Agent; and
- (b) such documents, certificates and forms as, in the opinion of the Agent, may be required.

4.3 The Offering will be subject to a minimum of 7,500,000 Shares being subscribed for by the Closing Date.

4.4 All funds received by the Agent for subscriptions will be held in trust by the Agent pending completion of the Offering.

4.5 Notwithstanding any other term of this Agreement, all subscription funds received by the Agent or the Issuer's registrar and transfer agent will be returned to the subscribers without interest or deduction if the Offering does not close for any reason.

5. FILING OF PROSPECTUS AND CONDUCT OF THE OFFERING

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

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

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

5.4 Following the Effective Date and after consulting with the Exchange, the Issuer and the Agent will set the Closing Dates and the Closing Time. Unless an amendment to the Final Prospectus is filed and the Commissions have issued a receipt for such amendment, the Closing Date will be on or before the day which is 90 days after the Effective Date. If an amendment to the Final Prospectus is filed and the Commissions have issued a receipt for the amendment, the Closing Date will be on or before the day which is 90 days after the date of the receipt for such amendment, provided, however, that the Closing Date will not be more than 180 days from the date of the receipt for the Final Prospectus.

5.5 If, after the Prospectus is first filed with the Regulatory Authorities but before the conclusion of the distribution of the Shares under the Prospectus, a Material Change occurs in the affairs of the Issuer, the Issuer will:

- (a) notify the Agent immediately, in writing, with full particulars of the Material Change;
- (b) file with the Regulatory Authorities as soon as practicable, and in any event no later than 10 days after the Material Change occurs, an amendment to the Prospectus in a form acceptable to the Agent disclosing the Material Change; and
- (c) provide as many copies of that amendment to the Agent, as the Agent may reasonably request.

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

6. OPINIONS AND CERTIFICATES

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

- (a) a comfort letter of the auditor of the Issuer, dated as of the date of the Final Prospectus and addressed to the Agent and its legal counsel, relating to the accuracy of the financial statements forming part of the Prospectus and the accuracy of the financial, numerical and certain other information disclosed in the Final Prospectus (the "**Comfort Letter**");
- (b) a certificate of the Issuer, dated as of the date of the Final Prospectus and signed by the chief executive officer and the chief financial officer of the Issuer or by such other officer approved by the Agent, certifying certain facts relating to the Issuer and its affairs (the "**Officers' Certificate**"); and
- (c) an opinion of counsel for the Company addressed to the Agent and its legal counsel providing a report on the Company's title to the material properties of the Company disclosed in the Prospectus (the "**Title Opinion**").

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

- (a) the Officers' Certificate, updated to the Closing Date;
- (b) a "bring-down" version of the Comfort Letter;
- (c) if requested by the Agent, a "bring-down" version of the Title Opinion;
- (d) if not contained in the Prospectus itself, an opinion of counsel for the Company addressed to the Agent and its legal counsel confirming that the Shares will be, at the time of issuance, qualified investments under the *Income Tax Act* (Canada) for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered educational savings plans, registered disability savings plans and tax-free savings accounts (the "**Eligibility Opinion**");
- (e) an opinion of legal counsel for the Issuer addressed to the Agent and its legal counsel relating to any legal matter in connection with the Prospectus and the creation, issuance and sale of the Shares for which the Agent may reasonably request an opinion; and
- (f) documents evidencing the necessary approval of the Regulatory Authorities for the Offering and the listing of the Common Shares on the Exchange.

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

7. CONDITIONS OF CLOSING AND CLOSING

7.1 The Closing will take place on the Closing Date.

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

- (a) all actions required to be taken by or on behalf of the Issuer, including the passing of all requisite resolutions of directors of the Issuer, will have been taken so as to approve the Prospectus and to validly create and distribute the Securities;
- (b) the Issuer will have made all necessary filings with and obtained all necessary approvals, consents and acceptances from the Commissions and the Exchange for the Prospectus and to permit the Issuer to fulfil its obligations hereunder;
- (c) the Shares and the Agent's Warrant Shares will have been conditionally accepted for listing on the Exchange;
- (d) the comfort letters, certificates, opinions and other documents contemplated by section 6 of this Agreement will have been delivered to the Agent and its legal counsel.

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

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

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

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

8. TERMINATION

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

- (a) an adverse Material Change or an adverse change in a Material Fact occurs, or is likely to occur, in the business, affairs, capital or share ownership of the Issuer;
- (b) there is an event, accident, governmental law or regulation or other occurrence of any nature which, in the opinion of the Agent, seriously affects or will seriously affect the financial markets or the business of the Issuer or the ability of the Agent to perform its obligations under this Agreement;
- (c) the Shares cannot, in the opinion of the Agent, be practicably or profitably marketed due to the state of the financial markets;
- (d) following a consideration of the history, business, products, property or affairs of the Issuer or its principals and promoters, or of the state of the financial markets in general, or the state of the market for the Issuer's securities in particular, the Agent determine, in its sole discretion, that it is not in the interest of the purchasers to complete the purchase and sale of the Shares;
- (e) an enquiry or investigation (whether formal or informal) in relation to the Issuer, or any of the Issuer's directors or officers, is commenced or threatened by an officer or official of any competent authority;
- (f) any order to cease trading (including communicating with persons in order to obtain expressions of interest) in the securities of the Issuer is made by a competent regulatory authority and that order is still in effect;
- (g) the Issuer is in breach of any material term of this Agreement in any material respect;
- (h) the Agent determines that any of the representations or warranties made by the Issuer in this Agreement is false or has become false in any material respect; or
- (i) the Agent is advised that the Exchange will not approve the listing of the Common Shares.

8.2 This Agreement will terminate if the Effective Date has not occurred within 180 days of the reference date of this Agreement or by such other date as may be agreed to by the Issuer and the Agent.

9. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

9.1 The Issuer represents and warrants to the Agent that:

- (a) the Issuer is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated, continued or amalgamated, as the case may be;
- (b) the Issuer is duly registered or licensed to carry on business in each jurisdiction in which it carries on business or owns property;
- (c) the authorized and issued capital of the Issuer is as disclosed in the Prospectus and the issued Common Shares of the Issuer are validly issued, fully paid and non-assessable;
- (d) except as disclosed in the Prospectus, there are no outstanding options, agreements or rights of any kind whatsoever to acquire Common Shares or any other securities of the Issuer;
- (e) except as qualified by the Prospectus, the Issuer is the beneficial owner of the properties, business and assets or the interests in the properties, business or assets referred to in the Prospectus, free of any mortgage, charge, lien or other encumbrance; all agreements by which the Issuer holds an interest in a material property, business or asset are in good standing according to their terms, and such properties are in good standing under the applicable laws of the jurisdictions in which they are situated;
- (f) the Prospectus contains full, true and plain disclosure of all Material Facts relating to the Issuer, its business and securities, and contains no “misrepresentations”, within the meaning of the Acts;
- (g) the financial statements of the Issuer which form part of the Prospectus accurately reflect the financial position of the Issuer at the date of the financial statements and there have been no adverse material changes in the financial position of the Issuer since that date, except as fully and plainly disclosed in the Prospectus;
- (h) the Issuer has complied and will comply fully with the requirements of all applicable corporate and securities laws, including, without limitation, the Acts and the British Columbia *Business Corporations Act* in relation to the issue and trading of its securities and all matters relating to the Offering;
- (i) the issue and sale of the Securities by the Issuer does not and will not conflict with, and does not and will not result in a breach of, any of the terms of the Issuer’s incorporating documents or any agreement or instrument to which the Issuer is a party;
- (j) upon their issuance, the Shares and the Agent’s Warrant Shares that may be issued upon the due exercise (including payment of the exercise price per Agent’s

Warrant Share) of the Agent's Warrants will be validly issued as fully paid and non-assessable common shares of the Issuer;

- (k) the Issuer is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and, to the best of the Issuer's knowledge, no such actions, suits or proceedings are contemplated or have been threatened;
- (l) except as disclosed in the Prospectus:
 - (i) none of the directors or officers of the Issuer, is indebted or under obligation to the Issuer, on any account whatsoever; and
 - (ii) the Issuer has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any person, firm or corporation of any kind whatsoever;
- (m) all tax returns, reports, elections, remittances and payments of the Issuer, required by law to have been filed or made, have been filed or made and are substantially true, complete and correct and all taxes of the Issuer, have been paid or accrued and are reflected in the financial statements which form part of the Prospectus;
- (n) the Issuer has made adequate provision for taxes payable for the current period for which tax returns are not yet required to be filed and the Issuer is not aware of any contingent tax liability affecting the Issuer;
- (o) to the best of its knowledge, the Issuer has not:
 - (i) made any election under Section 85 of the *Income Tax Act* (Canada) (the "Tax Act") with respect to the acquisition or disposition of any property; or
 - (ii) acquired any property from a person with whom it was not dealing at arm's length for proceeds greater than the fair market value thereof, or disposed of any property to any such person for proceeds less than the fair market value thereof;
- (p) there is not presently, and will not be until the completion of the Offering, any Material Change or change in any Material Fact relating to the Issuer which has not been or will not be fully disclosed to the Agent;
- (q) any and all operations of the Issuer have been conducted in accordance with good industry practices and in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authority;
- (r) the Issuer holds all material licenses and permits that are required for carrying on its business in the manner in which such business has been carried on and each of the foregoing is in full force and effect;

- (s) the Issuer (i) is in material compliance with any and all applicable foreign, federal, provincial, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (“**Environmental Laws**”), (ii) has received all material permits, licenses or other approvals required of it under applicable Environmental Laws to conduct its business, and (iii) is in material compliance with all terms and conditions of any such permit, licences or approval;
- (t) the minute books of the Issuer as provided or made available to the Agent or its legal counsel are true and correct in all material respects and contain all the resolutions of its respective directors and shareholders;
- (u) other than the Agent, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder’s fee in connection with the transactions described herein;
- (v) there are no judgments against the Issuer which are unsatisfied, nor is the Issuer subject to any consent decrees or injunctions;
- (w) Computershare Investor Services Inc. has been duly appointed as the registrar and transfer agent of the Common Shares;
- (x) this Agreement has been authorized by all necessary corporate action on the part of the Issuer; and
- (y) the representations and warranties in this section are true and correct and will remain so at all times up to and including the Closing Time.

10. REPRESENTATIONS AND WARRANTIES OF THE AGENT

10.1 The Agent represents and warrants to the Issuer that:

- (a) it is a valid and subsisting corporation duly incorporated, continued or amalgamated and in good standing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated;
- (b) it is a member in good standing of the Exchange;
- (c) this Agreement has been authorized by all necessary corporate action on the part of the Agent; and
- (d) it has complied with and will fully comply with the requirements of the Applicable Securities Laws in the jurisdictions where it is registered in relation to all matters relating to the Offering.

11. EXPENSES OF AGENT

11.1 The Issuer will pay all of the expenses of the Offering and all the expenses reasonably incurred by the Agent in connection with the Offering and its services provided under this Agreement, whether or not it is completed, including, without limitation, marketing costs, due diligence costs, travel costs, the reasonable fees and expenses of the legal counsel for the Agent and the fees and expenses of any experts or third parties engaged by the Agent, expenses incurred in conducting background checks on the existing or proposed directors, officers and promoters of the Issuer, long distance telephone, courier, photocopying, fax and similar expenses. The Issuer has paid to the Agent a retainer in the amount of \$10,000 in connection with the Agent's fees and expenses, receipt of which is acknowledged by the Agent.

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

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

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

12. GARNISHING ORDERS

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

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

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

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

13. INDEMNITY AND CONTRIBUTION

13.1 The Issuer (the “**Indemnitor**”) will indemnify the Agent and each of the Agent’s agents, directors, officers and employees (collectively, the “**Indemnified Parties**”) and save them harmless against all losses, claims, damages or liabilities:

- (a) existing (or alleged to exist) by reason of any untrue statement contained in the Prospectus or by reason of the omission to state in the Prospectus any fact necessary to make any statement in the Prospectus not misleading (except for information and statements supplied by and referring solely to the Agent);
- (b) arising directly or indirectly out of any order made by any regulatory authority based upon an allegation that any such untrue statement or omission exists (except for information and statements supplied by and referring solely to the Agent) including, without limitation, an order that trading in or distribution of the Securities is to cease;
- (c) resulting from the failure of the Issuer to file an amendment to the Prospectus as required by this Agreement;
- (d) resulting from any representation or warranty made by the Issuer in this Agreement being untrue in any material respect or ceasing to be true in any material respect;
- (e) resulting from a breach by the Issuer of any term of this Agreement;
- (f) if the Issuer fails to issue and deliver the Certificates in the form and denominations satisfactory to the Agent acting reasonably at the time and place required by the Agent with the result that any completion of a distribution of the Securities does not take place; or
- (g) if, following the completion of a distribution of any of the Securities, a determination is made by any competent authority setting aside the sale unless that determination arises out of an act or omission by the Agent.

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

13.2 If any action or claim is brought against an Indemnified Party in respect of which indemnity may be sought from the Indemnitor pursuant to this Agreement, the Indemnified Party will promptly notify the Indemnitor in writing.

13.3 The Indemnified Party will have the right to employ separate counsel, and the Issuer will pay the fees and expenses of such counsel. The Issuer agrees that in case any legal proceeding shall be brought against the Indemnitor, the Agent and/or any of the Indemnified Parties by any governmental commission or regulatory authority or any stock exchange or other

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

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

13.5 The indemnity provided for in this section will not be limited or otherwise affected by any other indemnity obtained by any Indemnified Party from any other person in respect of any matters specified in this Agreement and will continue in full force and effect until all possible liability of the Indemnified Parties arising out of the transactions contemplated by this Agreement has been extinguished by the operation of law.

13.6 This indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

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

13.7 If indemnification under this Agreement is found in a final judgment (not subject to further appeal) by a court of competent jurisdiction not to be available (other than in accordance with the terms of this section) for any reason, the Issuer and each Indemnified Party will contribute to the losses, claims, damages, liabilities or expenses (or actions in respect thereof) for which such indemnification is held unavailable in such proportion as is appropriate to reflect the relative benefits to and fault of the Issuer, on the one hand, and each respective Indemnified Party on the other hand, in connection with the matter giving rise to such losses, claims, damages, liabilities or expenses (or actions in respect thereof). No person found liable for a fraudulent misrepresentation (within the meaning of applicable securities laws) will be entitled to contribution from any person who is not found liable for such fraudulent misrepresentation.

13.8 To the extent that any Indemnified Party is not a party to this Agreement, the Agent will obtain and hold the right and benefit of this section in trust for and on behalf of such Indemnified Party.

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

14. RIGHT OF FIRST REFUSAL

14.1 The Issuer will notify the Agent of the terms of any proposed equity or debt financing that it requires or proposes to obtain during the 24 months following the Closing Date and the Agent will have the right of first refusal to act as selling agent or co-agent in connection with any such financing.

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

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

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

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

15. NOTICE

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

in the case of the Issuer:

Blue River Resources Ltd.
Suite 200 – 455 Granville Street
Vancouver, British Columbia
V6Z 2T2

Attention: Griffin Jones
Fax: 604-682-7321

With a copy to:

Richards Buell Sutton LLP
Suite 700 – 401 West Georgia Street
Vancouver, British Columbia
V6B 5A1

Attention: Sharon White
Fax: 604-688-3830

and in the case of the Agent:

Union Securities Ltd.
Suite 900 – 700 West Georgia Street
Vancouver, British Columbia
V7Y 1H4

Attention: Jim Locke
Fax: 604-684-6307

with a copy to:

McCullough O'Connor Irwin LLP
Suite 2610, Oceanic Plaza
1066 West Hastings Street
Vancouver, BC
V6E 3X1

Attention: David Gunasekera
Fax: 604-687-7099

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

16. TIME

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

17. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

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

18. ENTIRE AGREEMENT

This Agreement contains the full agreement of the parties in respect of the subject matter hereof and supercedes and replaces the engagement letter dated October 21, 2010.

19. GOVERNING LAW

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

20. LANGUAGE

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

21. ENUREMENT

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

22. HEADINGS

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

23. COUNTERPARTS

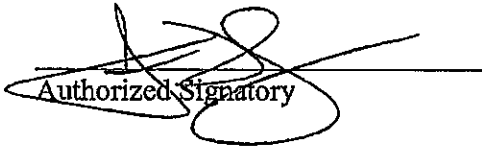
This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

If the foregoing is in accordance with your understanding and agreed to by you, please signify your acceptance on the accompanying counterparts of this letter and return same to the Agent whereupon this letter as so accepted will constitute an agreement between the Company and the Agent enforceable in accordance with its terms.

Yours truly,

UNION SECURITIES LTD.

Per:


Authorized Signatory

The foregoing is accepted and agreed to on the ____ day of June, 2011, effective as of the date appearing on the first page of this Agreement.

BLUE RIVER RESOURCES LTD.

Per:

Authorized Signatory

If the foregoing is in accordance with your understanding and agreed to by you, please signify your acceptance on the accompanying counterparts of this letter and return same to the Agent whereupon this letter as so accepted will constitute an agreement between the Company and the Agent enforceable in accordance with its terms.

Yours truly,

UNION SECURITIES LTD.


Per:

Authorized Signatory

The foregoing is accepted and agreed to on the 2 day of June, 2011, effective as of the date appearing on the first page of this Agreement.

BLUE RIVER RESOURCES LTD.

Per:



Authorized Signatory