ARRANGEMENT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 28th day of November, 2011.

AMONG:

NATAN RESOURCES LTD., a company existing under the laws of the Province of British Columbia

(hereinafter referred to as "**Natan**")

AND:

UNITED MEDIA PARTNERS INC., a company existing under the laws of the Province of British Columbia

(hereinafter referred to as "**Wantsa**")

AND:

CARING CAPITAL CORPORATION, a company existing under the laws of the Province of British Columbia

(hereinafter referred to as "**Caring Capital**")

AND:

DAVID STREBINGER, a business person resident in British Columbia

(hereinafter referred to as "**Strebinger**")

AND:

DONALD KIRKWOOD, a business person resident in British Columbia

(hereinafter referred to as "**Kirkwood**")

WHEREAS the above parties have agreed pursuant to a letter of intent dated August 31, 2011 (the "**Letter of Intent**") to combine their businesses by way of a plan of arrangement to be carried out under the provisions of Part 9, Division 5 of the *Business Corporations Act* (British Columbia) on the terms of the Plan of Arrangement annexed hereto as Exhibit B;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the respective covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Definitions**. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

"**Acquisition Proposal**" means any bona fide proposal with respect to a merger, amalgamation, take-over bid, private purchase, sale of material assets (or any lease, licence, joint venture or other arrangement having the same economic effect as a sale), any material sale of shares or rights or interests therein or thereto or similar transactions involving Wantsa or the Wantsa Subsidiaries, or a proposal to do so, excluding the Arrangement;

"**Advance**" has the meaning ascribed to that term in Section 4.2(c);

"**Arrangement**" means an arrangement under Division 5 of Part 9 of the Business Corporations Act on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 6.1 hereof or Article 5 of the Plan of Arrangement or made at the direction of the Court in the Final Order;

"**Arrangement Filings**" means the records and information, if any, provided to the Registrar under Section 292(a) of the Business Corporations Act that the Registrar requires, and the records, if any, filed under Section 292(a) of the Business Corporations Act that the Registrar requires, to give effect to any provision of the Arrangement, together with a copy of the entered Final Order;

"**Arrangement Resolution**" means the special resolution of the Wantsa Shareholders, to be substantially in the form and content of Exhibit A hereto;

"**Business**" means the business of Wantsa and the Wantsa Subsidiaries as it is currently conducted, including the holding of intellectual property which provides solutions and a technology platform for creating and distributing offers, coupons, incentives, and deals to online and mobile consumers;

"**Business Corporations Act**" means the *Business Corporations Act* (British Columbia) as it may be amended from time to time;

"**Business Day**" means any day on which commercial banks are open for business in Vancouver, British Columbia other than a Saturday, a Sunday or a day observed as a holiday in Vancouver, British Columbia under the laws of the Province of British Columbia or the federal laws of Canada;

"**Circular**" means the notice of the Wantsa Meeting and accompanying information circular, including all schedules, appendices and exhibits thereto, to be sent to the Wantsa Shareholders in connection with the Wantsa Meeting;

"**Code**" means the United States Internal Revenue Code of 1986;

"**Consolidation**" means the consolidation of Natan Shares on the basis of five (5) Natan Shares being combined into one (1) Post Consolidation Natan Share;

"**Court**" means the Supreme Court of British Columbia;

"**Debt Instrument**" means any bond, debenture, mortgage, promissory note or other instrument evidencing indebtedness for borrowed money;

"**Dissent Rights**" means the rights of dissent in respect of the Arrangement described in Section 3.1 of the Plan of Arrangement;

"**Drop Dead Date**" means March 31, 2012, or such later date as may be agreed upon by Natan and Wantsa;

"**Effective Date**" means the date which is five (5) Business Days after the date of the Final Order and filing of the Arrangement Filings if required under the Business Corporations Act, or such other date before the Drop Dead Date as may be mutually agreed by Natan and Wantsa;

"**Effective Time**" means 11:00 a.m. (Pacific Time) on the Effective Date;

"**Employee Benefits**" means:

(a) salaries, wages, bonuses, vacation entitlements, commissions, fees, stock option plans, stock purchase plans, incentive plans, deferred compensation plans, profit-sharing plans and other similar benefits, plans or arrangements;

(b) insurance, health, welfare, drug, disability, pension, retirement, travel, hospitalization, medical, dental, legal counseling, eye care and other similar benefits, plans or arrangements; and

(c) agreements or arrangements with any labour union or employee association, written or oral employment agreements or arrangements and agreements or arrangements for the retention of the services of independent contractors, consultants or advisors;

"**Encumbrance**" means any mortgage, charge, easement, encroachment, lien, adverse claim, assignment by way of security, security interest, servitude, pledge, hypothecation, conditional sale agreement, security agreement, title retention agreement, financing statement, option, right of pre-emption, privilege, obligation to assign, licence, sublicence, trust, royalty, carried, working, participation or net profits interest or other third party interest or other encumbrance or any agreement, option, right or privilege capable of becoming any of the foregoing;

"**Environmental Laws**" means all applicable Laws relating to pollution or the protection and preservation of the environment, occupational health and safety, product safety, product liability or Hazardous Substances, including, without limitation, Laws relating to Releases or threatened Releases of Hazardous Substances into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport or handling of Hazardous Substances and all laws and regulations with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Substances, and all laws relating to endangered or threatened species of fish, wildlife and plants and the management or use of natural resources;

"**Environmental Permits**" includes all orders, permits, certificates, approvals, consents, registrations and licences issued by any Governmental Entity under Environmental Laws;

"**Exchange**" means the TSX Venture Exchange;

"**Fairness Opinion**" has the meaning ascribed to that term in Section 4.2(b)(x);

"**Filing Statement**" has the meaning ascribed to that term in Section 2.5;

"**Final Order**" means the final order of the Court granted pursuant to Section 291(4) of the Business Corporations Act approving the Arrangement, as such order may be amended at any time prior to the Effective Date or, if appealed, then, unless such appeal is abandoned or denied, as affirmed;

"**Financial Statements**" means: (i) the latest draft financial statements of Wantsa for its fiscal year ended September 30, 2011; (ii) the audited financial statements of Wantsa for its fiscal year ended September 30, 2010; and (iii) the unaudited financial statements of Wantsa for its fiscal year ended September 30, 2009;

"**Finder's Fee**" has the meaning ascribed to that term in Section 7.2;

"**Governmental Entity**" means any

(a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank or Tribunal;

(b) any subdivision, agent, commission, board, or authority of any of the foregoing; or

(c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"**Guarantee**" means any agreement, contract or commitment providing for the guarantee, indemnification, assumption or endorsement or any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any Person;

"**Hazardous Substance**" means, collectively, any contaminant, toxic substance, dangerous goods, or pollutant or any other substance that when Released to the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health, including without limitation, (i) any petroleum substances, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing polychlorinated biphenyls, and radon gas; (ii) any chemicals, materials or substances defined under Environmental Laws as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "restricted hazardous materials", "extremely hazardous substances", "toxic substances", "contaminants" or "pollutants" or words of similar meaning and regulatory effect; or (iii) any other chemical, material or substance, exposure to which is prohibited, limited, or regulated by any Environmental Law;

"**Intellectual Property**" means (i) all patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions, invention disclosures, improvements, discoveries, trade secrets, confidential information and technical data, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) designs, design registrations and design registration applications; (v) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations and the goodwill associated with any of the foregoing; (vi) computer software and programs; and (vii) any other intellectual property and industrial property;

"**Interested Person**" means any present or former officer, director, shareholder, employee, consultant or advisor, excluding attorneys, accountants and other third party professional advisors of Wantsa or any Wantsa Subsidiary in connection with this Agreement and the transactions contemplated herein, of or to Wantsa, any Wantsa Subsidiary or any Person with which Wantsa, any Wantsa Subsidiary or any of the foregoing does not deal at arm's length within the meaning of the ITA (including a spouse, parent, child or sibling of any such Person);

"**Interim Order**" means the interim order of the Court made in connection with the process for obtaining Wantsa Shareholder approval of the Arrangement and related matters;

"**ITA**" means the *Income Tax Act* (Canada);

"**Laws**" means all statutes, regulations, statutory rules, principles of law, orders, published policies and guidelines, and terms and conditions of any grant of approval, permission, authority or licence of any court, Governmental Entity, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

"**Leased Property**" means all the right, title and interest of Wantsa and the Wantsa Subsidiaries in and to the subject matter (whether realty or personally) of the Leases;

"**Leases**" means the real or personal property leases or subleases, or other rights of occupancy relating to real property, which Wantsa or any Wantsa Subsidiary is a party to or bound by or subject to, including those set forth and described in Section 3.1.19 of the Wantsa Disclosure Schedule;

"**Licences**" has the meaning ascribed to that term in Section 3.1.27;

"**Material Adverse Change**", when used in connection with Natan or Wantsa, means any change, effect, event or occurrence with respect to its condition (financial or otherwise), properties, assets, ownership, capital, liabilities, obligations (whether absolute, accrued, conditional or otherwise), businesses, operations or results of operations or those of its subsidiaries, if any, that is, or would reasonably be expected to be, material and adverse to the business, properties, assets, operations, condition (financial or otherwise) or prospects of such party and its subsidiaries taken as a whole, other than any change, effect, event or occurrence:

(a) relating to the Canadian or international economy or securities markets in general; or

(b) generally affecting the industry in which such party operates;

"**Material Adverse Effect**", when used in connection with Natan or Wantsa, means any matter or action that has an effect that is, or would reasonably be expected to be, material and adverse to the business, properties, assets, operations, condition (financial or otherwise) or prospects of such party and its subsidiaries taken as a whole;

"**Material Agreements**" means, in the case of Wantsa, the Leases and the agreements, indentures, contracts, leases, licences, options, instruments and other commitments set forth in Section 3.1.21 of the Wantsa Disclosure Schedule, and in the case of Natan, the material agreements, indentures, contracts, leases, licences, options, instruments and other commitments to which it is a party, referred to in the Natan Information Record;

"**Natan Information Record**" means any press release, material change report, information circular, financial statement, management's discussion and analysis or other document of Natan which has been publicly filed by it on the Canadian Securities Administrators' System for Electronic Document Analysis and Retrieval (SEDAR);

"**Natan Shares**" means common shares in the authorized share structure of Natan prior to giving effect to the Consolidation;

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, company, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

"**Plan of Arrangement**" means the plan of arrangement substantially in the form and content of Exhibit B hereto and any amendments or variations thereto made in accordance with Section 6.1 hereof or Article 5 of the Plan of Arrangement or made at the direction of the Court in the Final Order;

"**Post Consolidation Natan Shares**" means common shares in the authorized share structure of Natan after giving effect to the Consolidation;

"**Pre-Effective Date Period**" means the period from and including the date hereof to and including the earlier of the Effective Time and the date of termination of this Agreement pursuant to Article 6;

"**Principal Shareholders**" means, collectively, Caring Capital, Strebinger and Kirkwood;

"**Private Placement**" means the brokered private placement by Natan of Post Consolidation Natan Shares at a price of $1.60 per Post Consolidation Natan Share, or such other price as agreed upon by Natan and Wantsa, in any case to raise gross proceeds of not less than $5,000,000;

"**Registrar**" means the Registrar of Companies appointed under the Business Corporations Act;

"**Release**" means any release, spill, emission, discharge, leaking, pumping, dumping, escape, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, ambient air, surface water, ground water, and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Substances through or in the air, soil, surface water, ground water or property;

"**Representatives**" has the meaning ascribed to that term in Section 4.8;

"**Section 3(a)(10) Exemption**" has the meaning ascribed to that term in Section 2.4;

"**Superior Proposal**" means any *bona fide* proposal by a third party directly or indirectly, to acquire all or substantially all of the total consolidated assets of Wantsa and the Wantsa Subsidiaries or more than 50% of the outstanding Wantsa Shares or shares of any of the Wantsa Subsidiaries, whether by way of merger, amalgamation, arrangement, take-over bid, sale of assets or otherwise, and that in the good faith determination of the board of directors of Wantsa, after consultation with financial advisors and outside legal counsel:

(a) is reasonably capable of being completed, taking into account all legal, financial, regulatory and other aspects of such proposal and the Person making such proposal; and

(b) would, if consummated in accordance with its terms, result in one or more transactions (i) more favourable to the Wantsa Shareholders than the transactions contemplated by this Agreement and (ii) having a value per Wantsa Share greater than the per share value attributable thereto under the transactions contemplated by this Agreement;

"**Tax Returns**" means all returns, declarations, reports, information returns and statements required to be filed with any taxing authority relating to Taxes;

"**Taxes**" means, with respect to any entity, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, *ad valorem* taxes, value added taxes, transfer taxes, franchise taxes, licence taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan premiums, excise, severance, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, property taxes, production taxes, severance taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

"**Third Party Expenses**" means all legal, accounting, financial advisory, investment banking, consulting and all other fees and expenses of third parties incurred by a party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby;

"**Tribunal**" means:

(a) any court (including a court of equity);

(b) any federal, provincial, state, county, municipal or other government or governmental department, ministry, commission, board, bureau, agency or instrumentality;

(c) any securities commission, stock exchange or other regulatory or self-regulatory body;

(d) any board of trade, chamber of commerce or other business or professional organization or association;

(e) any arbitrator or arbitration tribunal; and

(f) any other tribunal;

"**Wantsa Canada**" means Wantsa Media (Canada) Inc., a company incorporated under the laws of British Columbia;

"**Wantsa Disclosure Schedule**" means Exhibit C hereto;

"**Wantsa Meeting**" means the special meeting of Wantsa Shareholders, including any adjournment thereof, to be called to consider the Arrangement;

"**Wantsa Option**" means an option to purchase Wantsa Shares;

"**Wantsa Shares**" means common shares in the authorized share structure of Wantsa;

"**Wantsa Shareholders**" means the holders of Wantsa Shares;

"**Wantsa Subsidiaries**" means, collectively, Wantsa Canada, Wantsa USA and Wantsa UK;

"**Wantsa UK**" means Wantsa Media (UK) Ltd., a company incorporated under the laws of England and Wales;

"Wantsa USA" means Wantsa Media (USA) Inc., a company incorporated under the laws of the State of Delaware;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended;

"**Working Capital**" means current assets less current liabilities (including Third Party Expenses, whether invoiced or not) calculated in accordance with generally accepted accounting principles; and

"**Working Capital Statement**" has the meaning ascribed to that term in Section 3.1.8.

1.2 **Interpretation Not Affected by Headings, etc**. The division of this Agreement into Articles, Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references in this Agreement to an "Article" or a "Section" followed by a number and/or a letter refer to the specified

Article or Section of this Agreement, as applicable, and all references in this Agreement to an "Exhibit" followed by a letter refer to the specified Exhibit to this Agreement. Unless otherwise indicated, the terms "this Agreement", "hereof", "herein", "hereunder" and "hereby" and similar expressions refer to this Agreement (including the Exhibits hereto), as amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular Section or other portion hereof.

1.3 **Currency**. Unless otherwise indicated, all sums of money referred to in this Agreement are expressed in lawful money of Canada.

1.4 **Number, etc.** Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

1.5 **Date For Any Action**. In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 **Entire Agreement**. This Agreement and the agreements and other documents referred to herein constitute the entire agreement among the parties with respect to the Arrangement and other transactions contemplated hereby and supersede all other prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect thereto.

1.7 **Accounting Matters**. Unless otherwise indicated, all accounting terms used in this Agreement have the meanings attributable thereto under Canadian generally accepted accounting principles and all determinations of an accounting nature required to be made shall be made in a manner consistent with Canadian generally accepted accounting principles and past practice.

1.8 **Construction**. In this Agreement, unless otherwise indicated:

(a) the words "include", "including" or "in particular", when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;

(b) a reference to a statute means that statute, as amended and in effect as of the date of this Agreement, and includes each and every regulation and rule made thereunder and in effect as of the date hereof;

(c) the phrase "ordinary course of business", or any variation thereof, of any Person refers to the business of such Person, carried on in the regular and ordinary course including commercially reasonable and businesslike actions that are in the regular and ordinary course of business for a company operating in the industry in which such business is conducted;

(d) where a word, term or phrase is defined, its derivatives or other grammatical forms have a corresponding meaning;

(e) time is of the essence; and

(f) references to a "party" or "parties" are references to a party or parties to this Agreement.

1.9 **Knowledge**. In this Agreement, the phrase "to the knowledge of" any Person, "to the best knowledge of" any Person, "known to" any Person, "of which it is aware" or any similar phrase means, unless otherwise indicated, (i) with respect to any Person who is an individual, the actual knowledge of such Person, (ii) with respect to any Person who is not an individual, the actual knowledge of the senior officers and directors of such Person after reasonable enquiry, and to the extent that such reasonable enquiry was not conducted, includes the knowledge that a reasonable Person would have had if such reasonable enquiry had been conducted.

1.10 **Exhibits**. The following Exhibits are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form an integral part hereof:

Exhibit A — Arrangement Resolution

Exhibit B — Plan of Arrangement

Exhibit C — Wantsa Disclosure Schedule

ARTICLE 2
THE ARRANGEMENT

2.1 **Implementation Steps**.

(a) Wantsa shall as soon as reasonably practicable, apply to the Court in a manner acceptable to Wantsa and Natan, acting reasonably, under Section 291(2) of the Business Corporations Act for the Interim Order, and thereafter proceed with and diligently pursue the obtaining of the Interim Order;

(b) Wantsa covenants in favour of Natan that Wantsa shall, subject to the terms of this Agreement and the Interim Order, use its best efforts to convene and hold the Wantsa Meeting as promptly as practicable, but in any event not later than January 31, 2012, for the purpose of considering and, if deemed advisable, approving the Arrangement and the transactions contemplated thereby by way of the Arrangement Resolution (and for any other proper purpose as may be set out in the notice for such meeting);

(c) Wantsa shall, subject to obtaining such approval(s) as are required by the Interim Order, proceed with and diligently pursue the application to the Court for the Final Order; and

(d) Wantsa covenants in favour of Natan that Wantsa shall, subject to obtaining the Final Order and satisfaction or waiver of the conditions herein contained in favour of each party, deliver to the Registrar such Arrangement Filings as may be required under the Business Corporations Act to give effect to the Arrangement.

2.2 **Interim Order**. The notice of motion for the application referred to in Section 2.1(a) shall include a request that the Interim Order provide:

(a) for the class of Persons to whom notice is to be provided in respect of the Arrangement and the Wantsa Meeting and for the manner in which such notice is to be provided;

(b) that the requisite approval for the Arrangement Resolution shall be two-thirds of the votes cast on the Arrangement Resolution by the Wantsa Shareholders present in person or by proxy at the Wantsa Meeting, such that each Wantsa Shareholder is entitled to one vote for each Wantsa Share held;

(c) that, in all other respects, the terms, restrictions and conditions of the articles of Wantsa, including quorum requirements and all other matters, shall apply in respect of the Wantsa Meeting;

(d) for the grant of the Dissent Rights; and

(e) for the notice requirements with respect to the presentation of the application to the Court for the Final Order.

2.3 **Arrangement**. The Plan of Arrangement shall, with such other matters as are necessary to effect the Arrangement, provide substantially as follows:

(a) Commencing at the Effective Time, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

(i) each outstanding Wantsa Share, other than a Wantsa Share held by a holder who has exercised its Dissent Rights and is ultimately entitled to be paid the fair value of its Wantsa Shares, will be exchanged by the holder thereof, without any further act or formality and free and clear of all liens, claims and encumbrances, for one (1) fully paid and non-assessable Post Consolidation Natan Share, and the name of each such holder of Wantsa Shares will be removed from the central securities register of Wantsa and added to the central securities register of Natan;

(ii) Natan will, in exchange, acquire all of the outstanding Wantsa Shares; and

(iii) Natan shall be entered on the central securities register of Wantsa as the holder of all of the outstanding Wantsa Shares.

2.4 **Section 3(a)(10) Exemption**. The parties agree that the Arrangement will be carried out with the intention that all Post Consolidation Natan Shares issued under the Arrangement to Wantsa Shareholders resident in the United States will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act (the "**Section 3(a)(10) Exemption**"). In order to ensure the availability of the Section 3(a)(10) Exemption, the parties agree that the Arrangement will be carried out on the following basis:

(a) the Arrangement will be subject to the approval of the Court;

(b) the Court will be advised as to the intention of the parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;

(c) the Court will be required to satisfy itself as to the fairness of the terms and conditions of the Arrangement to the Wantsa Shareholders subject to the Arrangement;

(d) the Court will have determined, prior to approving the Arrangement, that the terms and conditions of the exchange of securities under the Arrangement are fair to the Wantsa Shareholders;

(e) the Final Order will expressly state that the Arrangement is approved by the Court as being fair to the Wantsa Shareholders;

(f) Wantsa will ensure that each Wantsa Shareholder entitled to Post Consolidation Natan Shares pursuant to the Arrangement will be given adequate notice advising it of its right to attend the hearing of the Court to give approval of the Arrangement and providing it with sufficient information necessary for it to exercise that right; and

(g) the Interim Order will specify that each Wantsa Shareholder entitled to Post Consolidation Natan Shares pursuant to the Arrangement will have the right to appear before the Court so long as it enters an appearance within a reasonable time.

2.5 **Wantsa Circular and Natan Filing Statement**. As promptly as practicable after the execution and delivery of this Agreement, Wantsa shall prepare the Circular, together with any and all other documents required by the Business Corporations Act or other applicable Laws in connection with the Arrangement. As promptly as practicable after the completion of the Circular, Wantsa shall cause the Circular, the Fairness Opinion and all other documentation required in connection with the Wantsa Meeting to be sent to each Wantsa Shareholder and to be filed as required by the Interim Order and applicable Laws. As promptly as practicable after the execution and delivery of this Agreement, and in conjunction with Wantsa's preparation of the Circular, Natan shall prepare a filing statement (the "**Filing Statement**") in respect of the Arrangement in accordance with the requirements of the Exchange, and shall apply to the Exchange and diligently seek the approval of the Exchange to the transactions contemplated by this Agreement. Natan shall use its reasonable commercial efforts to consummate the transactions contemplated by this Agreement as part of Natan's "Qualifying Transaction" under the rules and policies of the Exchange.

2.6 **Preparation of Filings**

(a) Natan and Wantsa shall cooperate in the taking of all such action as may be required under the Business Corporations Act and the policies and requirements of the Exchange in connection with the transactions contemplated by this Agreement and the Plan of Arrangement.

(b) Each of Natan and Wantsa shall, on a timely basis, furnish to the other all such information concerning it and its shareholders as may be required (and, in the case of its shareholders, available to it) to effect the actions described in Section 2.5 and this Section 2.6, and each covenants that no information furnished by it (to its knowledge in the case of information concerning its shareholders) in connection with such actions or otherwise in connection with the consummation of the Arrangement and the other transactions contemplated by this Agreement will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in light of the circumstances in which it is furnished or to be used.

(c) Each of Natan and Wantsa shall promptly notify the other if at any time before or after the Effective Time it becomes aware that the Circular or the Filing Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Circular or the Filing Statement. In any such event, Natan and Wantsa shall cooperate in the preparation of a supplement or amendment to the Circular and/or the Filing Statement, as required, and, if required, shall cause the same to be distributed to the Wantsa Shareholders and filed with the Exchange, as applicable.

(d) Wantsa and the Principal Shareholders shall ensure that the Circular complies with all applicable Laws and, without limiting the generality of the foregoing, shall ensure that the Circular does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (other than with respect to any information relating to and provided by Natan) and shall ensure that the Circular provides Wantsa Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the Wantsa Meeting.

2.7 **Exercise or Termination of Wantsa Options.** On or before the date which is ten (10) Business Days from the date of this Agreement, Wantsa shall cancel any and all Wantsa Options which are then outstanding and have not been exercised.

2.8 **United States Tax Matters.** The Arrangement is intended to qualify as a reorganization within the meaning of Section 368(a) of the Code and this Agreement is intended to be a "plan of reorganization" within the meaning of the treasury regulations promulgated under Section 368 of the Code (the "**Treasury Regulations**"). Each party hereto agrees to treat the Arrangement as a reorganization within the meaning of Section 368(a) of the Code for all U.S. federal income tax purposes, and agrees to treat this Agreement as a "plan of reorganization" within the meaning of the Treasury Regulations, and to not take any position on any Tax Return or otherwise take any Tax reporting position inconsistent with such treatment, unless otherwise required by a "determination" within the meaning of Section 1313 of the Code that such treatment is not correct. Each party hereto agrees to act in a manner that is consistent with the parties' intention that the Arrangement be treated as a reorganization within the meaning of Section 368(a) of the Code for all U.S. federal income tax purposes.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties of Wantsa**. Wantsa and the Principal Shareholders, jointly and severally, hereby represent and warrant to and in favour of Natan as follows and acknowledge that Natan is relying on such representations and warranties in connection with the transactions contemplated by this Agreement. In the event that the transactions contemplated by this Agreement are not completed, Kirkwood shall not be personally liable to Natan for money damages.

3.1.1 *Incorporation and Organization.* Wantsa and each of the Wantsa Subsidiaries is a corporation duly incorporated under the laws of its respective jurisdiction of incorporation, is validly subsisting, has full corporate and legal power and authority to own, lease and operate the properties currently owned, leased and operated by it and to conduct its Business as currently conducted and is in good standing. Wantsa and each of the Wantsa Subsidiaries is duly qualified or licenced to do business and is in good standing as a foreign corporation or organization authorized to do business in all jurisdictions in which the character of the properties owned, leased or operated or the nature of the Business conducted by it would make such qualification or licencing necessary. No proceedings have been instituted or are pending for the dissolution or liquidation of Wantsa or any Wantsa Subsidiary. True and complete copies of the constating documents of Wantsa and each Wantsa Subsidiary have been provided to Natan and no amendments to such constating documents have been authorized.

3.1.2 *Capitalization.*

(a) The authorized share structure of Wantsa consists of an unlimited number of Wantsa Shares of which, as of the date hereof, 12,318,247 Wantsa Shares are issued and outstanding. No Wantsa Shares are held in treasury or authorized or reserved for issuance, other than upon the exercise of the Wantsa Options. The Principal Shareholders are the registered holders of, in the aggregate, 6,948,239 Wantsa Shares, representing not less than 56.4% of the aggregate number of Wantsa Shares outstanding as of the date of this Agreement. All outstanding Wantsa Shares have been duly authorized and are validly issued, are fully paid and non-assessable and were issued in compliance with the articles of Wantsa and all applicable Laws. There are, and have been, no preemptive rights relating to the allotment or issuance of any of the issued and outstanding Wantsa Shares. As of the date hereof, Wantsa Options for the purchase of 42,500 Wantsa Shares are outstanding, and no Person other than Natan under this Agreement has any other agreement, option, commitment, arrangement, or any other right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment (including any such right or privilege under convertible securities, loans, warrants or convertible obligations of any nature) for the purchase, subscription, allotment or issuance of, or conversion into, any of the unissued shares or any other securities of Wantsa or the purchase or other acquisition from Wantsa of any of its undertakings, Business or assets.

(b) There are no outstanding bonds, debentures or other evidences of indebtedness of Wantsa having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of the Wantsa Shares on any matter.

(c) Wantsa has not, since the date of its incorporation, declared or paid any dividends or made any other distributions (in either case, in stock or property) on any of its shares.

3.1.3 *Authority and No Violation.*

(a) Wantsa has all requisite corporate power and authority to enter into this Agreement and the documents required to be executed by Wantsa in connection with the transactions contemplated herein, to perform its obligations hereunder and, subject to obtaining the approval of the Wantsa Shareholders and the Court as contemplated by Article 2, to consummate the Arrangement and the other transactions contemplated by this Agreement. The execution and delivery of this Agreement and such other documents by Wantsa and the consummation by Wantsa of the transactions contemplated by this Agreement and such other documents have been duly authorized by the board of directors of Wantsa and no other corporate proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereby, other than:

(i) with respect to the Circular and other matters relating solely thereto, including the implementation of the Arrangement, the approval of the board of directors of Wantsa; and

(ii) with respect to the completion of the Arrangement, the approval of the Wantsa Shareholders and such other corporate proceedings of Wantsa as may be required by the Interim Order.

(b) This Agreement has been duly executed and delivered by Wantsa and constitutes a legal, valid and binding obligation, enforceable against Wantsa in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity. All documents required to be executed by Wantsa in connection with the transactions contemplated herein will be duly executed and delivered by Wantsa and, when so executed and delivered, will constitute legal, valid and binding obligations, enforceable against Wantsa in accordance with their terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(c) The approval of this Agreement and the other documents required to be executed by Wantsa in connection with the transactions contemplated herein, the execution and delivery by Wantsa of this Agreement and such other documents, and the performance by Wantsa of its obligations hereunder and the completion of the Arrangement and the transactions contemplated thereby, will not:

(i) conflict with, result in a violation or breach of, constitute a default or require any consent (other than such as has already been obtained) to be obtained under, or give rise to any termination rights or payment obligation under, any provision of:

(A) its articles or any other agreement or understanding with any party holding an ownership interest in it;

(B) any resolutions of its board of directors (or any committee thereof) or the Wantsa Shareholders;

(C) any Laws; or

(D) any licence or registration or any agreement, contract, licence, franchise, permit or commitment, written or oral, to which Wantsa or any Wantsa Subsidiary is a party, by which it is bound, or to which it is subject;

(ii) give rise to any right of termination or acceleration of indebtedness of Wantsa or any Wantsa Subsidiary, or cause any third party indebtedness of Wantsa or any Wantsa Subsidiary to come due before its stated maturity;

(iii) result in the imposition of any Encumbrance upon any of its assets or the assets of any of the Wantsa Subsidiaries, or restrict, hinder, impair or limit its ability or the ability of any of the Wantsa Subsidiaries to carry on their respective Business as and where it is now being carried on, or as and where it may be carried on in the future; or

(iv) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any Interested Person, or any increase in any Employee Benefits otherwise payable, or the acceleration of the time of payment, vesting or exercise of any Employee Benefits.

(d) No consent, approval, order or authorization of, or registration, notice, declaration or filing with, any Governmental Entity or other Person is required to be obtained by Wantsa or any Wantsa Subsidiary in connection with the execution and delivery of this Agreement or any of the other documents contemplated hereby, or the consummation by Wantsa of the transactions contemplated hereby or thereby, other than:

(i) any approvals required by the Interim Order;

(ii) the Final Order;

(iii) the filing of the Arrangement Filings with the Registrar and the issuance by the Registrar of any required certificate or other authorization in connection therewith; and

(iv) any other consents, approvals, orders, authorizations, declarations or filings of or with a Governmental Entity which, if not obtained, would not in the aggregate have a Material Adverse Effect on Wantsa.

3.1.4 *No Defaults*. Neither Wantsa nor any Wantsa Subsidiary is in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement, licence or franchise to which it is a party which would, if terminated due to such default, cause a Material Adverse Effect on Wantsa.

3.1.5 *Issued Shares and Convertible Securities*. Section 3.1.5 of the Wantsa Disclosure Schedule sets forth a true and complete list, as of the date hereof, of all of the issued and outstanding Wantsa Shares, including the registered holders thereof and the securities law exemptions in Canada and the United States upon which Wantsa relied, in good faith, in issuing and approving transfers of the Wantsa Shares, and a true and complete list of all of the outstanding and unexercised Wantsa Options, including the holders, dates of grant, exercise prices, expiry dates and exercise or vesting dates of such Wantsa Options and the number of Wantsa Shares which are the subject thereof. Except as disclosed in Section 3.1.5 of the Wantsa Disclosure Schedule, the certificates evidencing the Wantsa Shares bear no restrictive legends and neither the articles of Wantsa nor any agreement governing the affairs of Wantsa or the relationship, rights and duties of the Wantsa Shareholders contains or provides for any restrictions or restrictive legends with respect to the Wantsa Shares or any of them.

3.1.6 *Ownership of Wantsa Subsidiaries*. Wantsa is the sole beneficial and registered owner of all of the outstanding shares in the capital of each of the Wantsa Subsidiaries with good and marketable title thereto, free and clear of all Encumbrances. No person has any other agreement, option, commitment, arrangement, or any other right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment (including any such right or privilege under convertible securities, warrants or convertible obligations of any nature) for the purchase, subscription, allotment or issuance of, or conversion into, any of the unissued shares or any other securities of any

Wantsa Subsidiary or the purchase or other acquisition from any Wantsa Subsidiary of any of its undertakings, Business or assets.

3.1.7 *No Other Shares*. Other than the shares which Wantsa owns in the Wantsa Subsidiaries, neither Wantsa nor any of the Wantsa Subsidiaries owns, legally or beneficially, any shares in the capital of any corporation, and neither Wantsa nor any of the Wantsa Subsidiaries holds any securities or obligations of any kind convertible into or exchangeable for shares in the capital of any corporation. Neither Wantsa nor any of the Wantsa Subsidiaries is a party to any agreement to acquire any shares in the capital of any corporation.

3.1.8 *Financial Statements*.

(a) The Financial Statements have been prepared in accordance with generally accepted accounting principles, are correct and complete and present fairly, in all material respects:

(i) all the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Wantsa and the Wantsa Subsidiaries, on a consolidated basis as at the dates indicated in the Financial Statements; and

(ii) the revenues, earnings, results of operations and cash flows of Wantsa and the Wantsa Subsidiaries for the periods indicated in the Financial Statements.

(b) Section 3.1.8 of the Wantsa Disclosure Schedule includes a consolidated statement (the "**Working Capital Statement**") of the current assets less current liabilities of Wantsa and the Wantsa Subsidiaries as of October 31, 2011, calculated in accordance with generally accepted accounting principles. The Working Capital Statement is correct and complete in all material respects. Since the date of the Working Capital Statement, neither Wantsa nor any of the Wantsa Subsidiaries has incurred any liability, indebtedness, obligation, expense, claim, deficiency, guaranty or endorsement of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (whether or not required to be reflected in financial statements in accordance with generally accepted accounting principles), and Wantsa has no knowledge of any potential liabilities or obligations, which individually or in the aggregate have not been reflected in the Working Capital Statement, other than liabilities, indebtedness and obligations incurred by Wantsa and/or the Wantsa Subsidiaries in the ordinary course of business, or as contemplated in this Agreement or as disclosed in Section 3.1.8 of the Wantsa Disclosure Schedule (including the Working Capital Statement forming a part thereof).

3.1.9 *Business Carried on in the Ordinary Course*. The Business has been carried on in the ordinary course since September 30, 2011 and, with the exception of such transactions as Natan has consented to in writing prior to the date of this Agreement, since such date:

(a) there has been no Material Adverse Change with respect to Wantsa;

(b) there has been no damage, destruction or loss of any material tangible assets, whether covered by insurance or not, that could reasonably be expected to have a Material Adverse Effect on Wantsa;

(c) there has been no increase in the salary, other cash compensation or other Employee Benefits payable or to become payable by Wantsa or any Wantsa Subsidiary to any of its respective officers, directors, employees or advisors, other than in the ordinary course of business, and there has been no declaration, payment or commitment or obligation of any kind for the payment or granting by Wantsa or any Wantsa Subsidiary of a bonus, stock option or other additional salary or compensation to any such Person, or any grant to any such Person of any increase in severance or termination pay, nor has Wantsa or any Wantsa Subsidiary agreed to do any of the foregoing;

(d) neither Wantsa nor any Wantsa Subsidiary has acquired or sold, pledged, leased, encumbered or otherwise disposed of any material property or assets or incurred or committed to incur capital expenditures in excess of $50,000, in the aggregate, as of the date hereof, nor has Wantsa or any Wantsa Subsidiary agreed to do any of the foregoing;

(e) neither Wantsa nor any Wantsa Subsidiary has entered into any material contract, agreement, licence, franchise, lease transaction, commitment or other right or obligation and has not amended, modified, relinquished, terminated or failed to renew any Material Agreement, other than in the ordinary course of business;

(f) neither Wantsa nor any Wantsa Subsidiary has made any change in accounting policies, principles, methods, practices or procedures (including for bad debts, contingent liabilities or otherwise); and

(g) there has been no waiver by Wantsa or any Wantsa Subsidiary, or agreement to waive, any right of substantial value and neither Wantsa nor any Wantsa Subsidiary has entered into any commitment or transaction not in the ordinary course of business where such right, commitment or transaction is or would be material in relation to Wantsa or the Business.

3.1.10 *Partnerships or Joint Ventures*. Neither Wantsa nor any Wantsa Subsidiary is a partner or participant in any partnership, joint venture, profit-sharing arrangement or other business combination of any kind and is not party to any agreement under which it agrees to carry on any part of its Business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.

3.1.11 *Minute Books and Corporate Records*. The minute and record books of Wantsa and each of the Wantsa Subsidiaries contain complete and accurate minutes of all meetings of, and copies of all resolutions passed by, or consented to in writing by, its directors (and any committees thereof) and shareholders since its incorporation, all such meetings were duly called and held and all such resolutions were duly passed or enacted. The registers of shareholders, registers of transfers, registers of directors and other corporate registers of Wantsa and each Wantsa Subsidiary are complete and accurate in all material respects. Neither Wantsa nor any Wantsa Subsidiary is a party to or bound by or subject to any shareholder agreement or unanimous shareholder agreement governing its affairs or the relationships, rights and duties of shareholders and is not subject to a shareholder rights plan or "poison pill" or similar plan.

3.1.12 *Accuracy of Books and Records*. The books and records, accounting, financial and otherwise, of Wantsa and each of the Wantsa Subsidiaries fairly and correctly set out and disclose in all material respects, in accordance with generally accepted accounting principles, their respective financial positions as at the date hereof and all material financial transactions have been accurately recorded in such books and records on a consistent basis and in conformity with generally accepted accounting principles. All records, systems, controls, data or information (including any digital, electronic, mechanical, photographic or other technological process or device whether computerized or not) required to operate the Business are in the full possession and control of and are owned exclusively by Wantsa or the Wantsa Subsidiaries.

3.1.13 *Guarantees*. Neither Wantsa nor any Wantsa Subsidiary is a party to or bound by or subject to any Guarantee of the indebtedness of any other Person.

3.1.14 *Interested Persons.*

(a) No payment has been made or authorized by Wantsa or any Wantsa Subsidiary to or for the benefit of any Interested Person, except in the ordinary course of business and at the regular rates, payable as Employee Benefits, rents, management and other fees, the reimbursement of expenses incurred on behalf of Wantsa or any Wantsa Subsidiary or otherwise.

(b) Neither Wantsa nor any Wantsa Subsidiary is a party to or bound by or subject to any agreement, contract or commitment with any Interested Person, except for contracts of employment, contracts of service with independent contractors or such other contracts as Natan has consented to in writing prior to the date of this Agreement.

(c) Neither Wantsa nor any Wantsa Subsidiary has any loan or indebtedness outstanding (except for obligations incurred in the ordinary course of business with respect to Employee Benefits, rents, management or other fees, the reimbursement of expenses incurred on behalf of Wantsa or such Wantsa Subsidiary or otherwise) to any Interested Person, except for such loans or indebtedness as Natan has consented to in writing prior to the date of this Agreement.

(d) No Interested Person owns, directly or indirectly, in whole or in part, any property used in the operation of the Business as heretofore carried on.

(e) No Interested Person has any cause of action or other claim whatsoever against, or owes any amount to, Wantsa or any Wantsa Subsidiary in connection with the Business as heretofore carried on, except for any claims in the ordinary course of business such as, without limitation, for accrued vacation pay and accrued benefits under the Employee Benefits.

3.1.15 *Employment and Employee Benefit Matters.*

(a) As at the date hereof, Wantsa and the Wantsa Subsidiaries have an aggregate of six (6) full time and no part time employees, and an aggregate of 2 independent contractors or other non-employees who supply their services under personal services contracts (whether written or oral). The names and positions of such Persons are set forth and described in Section 3.1.15 of the Wantsa Disclosure Schedule.

(b) Except as set forth and described in Section 3.1.15 of the Wantsa Disclosure Schedule:

(i) neither Wantsa nor any Wantsa Subsidiary is a party to or bound by or subject to any agreement or arrangement with respect to Employee Benefits and no such agreement or arrangement contains any specific provision as to notice of termination of employment or severance pay in lieu thereof;

(ii) every employee of Wantsa and each Wantsa Subsidiary can be dismissed on 30 days' notice, and such dismissal would not give rise to any rights or valid claims for Employee Benefits, including severance or termination pay;

(iii) neither Wantsa nor any Wantsa Subsidiary has any obligations to amend any Employee Benefit and no amendments will be made or promised prior to the Effective Date, except with the prior written consent of Natan;

(iv) all obligations of Wantsa and the Wantsa Subsidiaries as of the date of the Working Capital Statement with respect to Employee Benefits are reflected in and have been fully accrued in the Working Capital Statement;

(v) neither Wantsa nor any Wantsa Subsidiary is a party to or bound by or subject to any collective bargaining agreement or other similar arrangement with any labour union or employee association nor has it made any commitment to or conducted any negotiation or discussion with any labour union or employee association with respect to any future agreement or arrangement and, to the knowledge of Wantsa, there is no current application for certification or other attempt to organize or establish any labour union or employee association with respect to employees of Wantsa or any Wantsa Subsidiary;

(vi) Wantsa and each of the Wantsa Subsidiaries has complied with, and operated its Business in accordance with, all applicable Laws relating to employment and labour matters, including employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights and labour relations matters; there are no current, pending or, to the knowledge of Wantsa, threatened claims, complaints or proceedings of any kind involving Wantsa or any Wantsa Subsidiary, or to Wantsa's knowledge, any employees of Wantsa or any Wantsa Subsidiary before any Tribunal with respect to any of the above matters; and there are no facts known to Wantsa that could reasonably be expected to give rise to any such claim, complaint or proceeding;

(vii) no Person will, as a result of the transactions contemplated hereby, become entitled to (A) any retirement, severance, bonus or other such payment, (B) except as provided for in this Agreement, the acceleration of the vesting or time to exercise of any outstanding stock options or other Employee Benefits (including the Wantsa Options), (C) the forgiveness or postponement of payment of any indebtedness owing to Wantsa or any Wantsa Subsidiary, or (D) receive any additional payments or compensation under or in respect of any Employee Benefits;

(viii) all accruals for unpaid vacation pay, premiums for employment insurance, health premiums, Canada Pension Plan premiums, accrued wages, salaries and commissions and other Employee Benefits have been reflected in the books and records of Wantsa and the Wantsa Subsidiaries; and

(ix) to the best of the knowledge of Wantsa, no employee of Wantsa or any Wantsa Subsidiaries has breached any agreement such that Wantsa or the Wantsa Subsidiaries would be liable to other parties to the breached agreement for employing or continuing to employ the employee and no employees are subject to any restrictions which would limit an employee's activities on behalf of Wantsa or the Wantsa Subsidiaries, including without limitation matters relating to previous inventions, discoveries or other items of Intellectual Property.

3.1.16 *Pension and Retirement Plans*. Neither Wantsa nor any Wantsa Subsidiary sponsors or participates in any pension and/or retirement plan.

3.1.17 *Debt Instruments*. Except as consented to in writing by Natan prior to the date of this Agreement, neither Wantsa nor any Wantsa Subsidiary is bound by or subject to:

(a) any Debt Instrument; or

(b) any agreement, contract or commitment to create, assume or issue any Debt Instrument;

and no Debt Instrument or Encumbrance which Wantsa or any Wantsa Subsidiary is bound by or subject to is dependent upon the Guarantee of or any security provided by any other Person.

3.1.18 *Real Property*. Neither Wantsa nor any Wantsa Subsidiary owns or, except for the Leases of real property set forth and described in Section 3.1.19 of the Wantsa Disclosure Schedule, has any interest in, nor is Wantsa or any Wantsa Subsidiary a party to or bound by or subject to any agreement, contract or commitment, or any option to purchase, any real or immovable property.

3.1.19 *Leases and Leased Property.*

(a) Neither Wantsa nor any Wantsa Subsidiary is a party to or bound by or subject to nor has Wantsa or any Wantsa Subsidiary agreed or become bound to enter into, any real or personal property lease, sublease or other right of occupancy relating to real property, whether as lessor or lessee, except for the Leases set forth and described in Section 3.1.19 of the Wantsa Disclosure Schedule, copies of which have been provided to Natan prior to the date hereof. Wantsa or the Wantsa Subsidiaries, as applicable, occupies and has the exclusive right to occupy and use all immovable Leased Property and has the exclusive right to use all movable Leased Property.

(b) Each of the Leases is described in Section 3.1.19 of the Wantsa Disclosure Schedule, and each of the Leases is valid and subsisting and in good standing. All rental and other payments required to be paid by Wantsa or any Wantsa Subsidiary as lessee or sublessee and due and payable pursuant to the Leases have been duly paid to date and neither Wantsa nor any Wantsa Subsidiary is otherwise in default in meeting its obligations under any of the Leases and is entitled to all rights and benefits thereunder. No event exists which, but for the passing of time or the giving of notice, or both, would constitute a default by Wantsa or any Wantsa Subsidiary or, to the knowledge of Wantsa, any other party to any Lease and no party to any Lease is claiming any such default or taking any action purportedly based upon any such default.

3.1.20 *Insurance.* Except as set forth in Section 3.1.20 of the Wantsa Disclosure Schedule, neither Wantsa nor any of the Wantsa Subsidiaries maintains any insurance coverage.

3.1.21 *Material Agreements*. Except for the Material Agreements and contracts listed and described in Section 3.1.21 and Section 3.1.15 of the Wantsa Disclosure Schedule, respectively, as of the date of this Agreement neither Wantsa nor any Wantsa Subsidiary is a party to or bound by or subject to any of the following:

(a) any contract relating to Intellectual Property;

(b) any continuing contract for the purchase of materials, supplies, equipment or services involving, in the case of any such contract, more than $10,000 over the life of the contract;

(c) any contract that expires, or may be renewed at the option of any Person other than Wantsa or any Wantsa Subsidiary so as to expire, more than one year after the date of this Agreement;

(d) any Debt Instrument;

(e) any contract for capital expenditures in excess of $10,000 in the aggregate;

(f) any contract limiting the right of Wantsa or any Wantsa Subsidiary to engage in any line of business or to compete with any other Person;

(g) any confidentiality, secrecy or non-disclosure contract;

(g) any contract pursuant to which Wantsa or any Wantsa Subsidiary leases any real or personal property;

(h) any contract pursuant to which Wantsa or any Wantsa Subsidiary is a lessor of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property;

(i) any contract with any person with whom Wantsa or any Wantsa Subsidiary does not deal at arm's length within the meaning of the *Income Tax Act* (Canada);

(j) any Guarantee;

(k) any employment contracts with employees and service contracts with independent contractors;

(l) any agreement to indemnify, hold harmless or defend any other Person with respect to any assertion of personal injury, damage to property, misappropriation or violation or warranting the lack thereof; and

(m) any other agreement, indenture, contract, lease, deed of trust, licence, option, instrument or other commitment which is or would reasonably be expected to be material to the Business, properties, assets, operations, condition (financial or otherwise) or prospects of Wantsa;

whether written or oral, and of any nature or kind whatsoever.

3.1.22 *No Breach of Material Agreements*. Wantsa and each of the Wantsa Subsidiaries has performed all of the material obligations required to be performed by it, and is entitled to all benefits under, and is not in default in respect of, any Material Agreement to which it is a party. Each of the Material Agreements is enforceable, is in full force and effect, unamended, and there exists no breach thereof or default or event of default or event, occurrence, condition or act with respect to Wantsa or any Wantsa Subsidiary or, to Wantsa's knowledge, with respect to the other contracting party or otherwise that, with or without the giving of notice, the lapse of time or the happening of any other event or conditions, would (a) become a default or event of default under any Material Agreement, or (b) result in the loss or expiration of any right or option by Wantsa or any Wantsa Subsidiary (or the gain thereof by any third party) under any Material Agreement. Wantsa has delivered a true, correct and complete copy of each of the Material Agreements to Natan.

3.1.23 *Third Party Consents*. None of the Material Agreements or the Leases requires a consent or approval of the other party thereto to the Arrangement or other transactions contemplated hereby.

3.1.24 *Legal Proceedings*. Except for an action threatened by *[Redacted: Seriously prejudicial to the Issuer]* against Wantsa Canada, full details of which have been provided to Natan, there are no actions, suits, investigations or proceedings (whether private, governmental or otherwise, and whether or not purportedly on behalf of Wantsa or any Wantsa Subsidiary) in progress, pending, or to the knowledge of Wantsa, threatened, against or affecting Wantsa or any Wantsa Subsidiary (including actions, suits, investigations or proceedings against any directors, officers or employees of Wantsa or any Wantsa Subsidiary which relate to the Business, affairs, assets or operations of Wantsa), at law or in equity, or before or by any Tribunal. There is no judgment, decree, injunction, ruling, order or award of any Tribunal outstanding against or affecting Wantsa or any Wantsa Subsidiary. Wantsa is not aware of any grounds on which any such action, suit, investigation or proceeding might be commenced with any reasonable likelihood of success, and does not have any present plans or intentions to initiate any litigation, arbitration or other proceedings against any third party.

3.1.25 *Banking Information*. Section 3.1.25 of the Wantsa Disclosure Schedule sets forth the name and location (including municipal address) of each bank, trust company or other institution in which Wantsa or any Wantsa Subsidiary has an account, money on deposit or a safety deposit box and the name of each Person authorized to draw thereon or to have access thereto. No Person holds a general or special power of attorney from Wantsa or any Wantsa Subsidiary.

3.1.26 *Tax Matters.*

(a) Save for the requirement to file any Tax Return in respect of income taxes for the current taxation year (which return is not yet due), and any income Tax Returns which are required to be filed as a result of or in connection with the transactions contemplated herein, Wantsa and each of the Wantsa Subsidiaries has duly filed in the prescribed manner and within the prescribed time all Tax Returns required to be filed by it on or before the date hereof with any taxing or regulatory authority to which it is subject, except for certain Tax Returns that Wantsa and the Wantsa Subsidiaries may have been or may be required to file in the United States, full details of which have been provided to Natan.

(b) Except as disclosed in Section 3.1.26(a), Wantsa and each of the Wantsa Subsidiaries has paid all Taxes that are due and payable by it, and any interest, penalties and fines in connection therewith, properly due and payable, and has paid all of same in connection with all known assessments, reassessments and adjustments.

(c) Except as set forth in the Financial Statements, including the notes thereto, there are no Taxes or fines in respect of Taxes claimed by any Governmental Entity against Wantsa or any Wantsa Subsidiary or which are known to Wantsa to be due and owing by Wantsa or any Wantsa Subsidiary and, to the knowledge of Wantsa, there are no pending or threatened reassessments by any Governmental Entity in respect of Taxes owing by Wantsa or any Wantsa Subsidiary, and there are no matters of dispute or under discussion with any Governmental Entity relating to Taxes or fines in respect of Taxes asserted by such Governmental Entity against Wantsa or any Wantsa Subsidiary.

(d) The Financial Statements fully reflect accrued liabilities as at September 30, 2011 for all Taxes which were not yet then due and payable and for which Tax Returns were not yet then required to be filed. There are no actions, suits, investigations or proceedings and no assessment, reassessment or request for information in progress, pending or, to the knowledge of Wantsa, threatened against or affecting Wantsa in respect of Taxes nor are any issues under discussion with any taxing authority relating to any matters which could result in claims for additional Taxes.

(e) There are no agreements, waivers or other arrangements made by Wantsa or any Wantsa Subsidiary providing for an extension of time with respect to any assessment or reassessment of Tax, the filing of any Tax Return or the payment of any Tax by Wantsa or any Wantsa Subsidiary.

(f) Wantsa and each of the Wantsa Subsidiaries has withheld the amount of all Taxes and other deductions required under any applicable Laws to be withheld from each payment made by it and has paid or will pay within 14 days of the date of this Agreement all amounts withheld which are due and payable before the date hereof and all installments of Taxes which are due and payable before the date hereof to the relevant taxing or other authority within the time prescribed under any applicable Laws.

(g) Neither Wantsa nor any of its subsidiaries is a "surrogate foreign corporation" as described in Section 7874(a) of the Code.

3.1.27 *Compliance with Applicable Laws.* Wantsa and each of the Wantsa Subsidiaries has conducted and is conducting its Business in compliance in all material respects with all applicable Laws, in each jurisdiction in which its Business is carried on, is not in material breach of any of such Laws and is duly licenced or registered in each jurisdiction in which it owns or leases its property and assets or carries on its Business, except where the failure be so licensed or registered would not have a Material Adverse Effect on Wantsa or any Wantsa Subsidiary, as applicable, so as to enable its Business to be carried on as now conducted and its property and assets to be so owned or leased. There are no licences, permits, approvals, consents, certificates, registrations or authorizations (collectively, the "**Licences**") necessary to carry on the Business as presently carried on or to own or lease any of the property or the assets utilized by Wantsa or any Wantsa Subsidiary except where the lack of grant of such would not have a Material Adverse Effect on Wantsa. Each Licence is valid and subsisting and in good standing and there is no default or breach of any Licence and, to the best of the knowledge of Wantsa, no proceeding is pending or threatened to revoke or limit any Licence. No Licence contains any burdensome term, provision, condition or limitation which has or could have a Material Adverse Effect on Wantsa or the Business, or requires the consent, approval, permit or acknowledgement of any Person in connection with the completion of the transactions herein contemplated.

3.1.28 *No Business Restrictions*. There is no agreement (non-compete or otherwise), commitment, judgment, injunction, order or decree to which Wantsa or any Wantsa Subsidiary is party or which is otherwise binding upon Wantsa or any Wantsa Subsidiary which has or reasonably could be expected to have the effect of prohibiting or impairing any business practice of Wantsa or such Wantsa Subsidiary, any acquisition of property (tangible or intangible) by Wantsa or such Wantsa Subsidiary or the conduct of the Business by Wantsa or such Wantsa Subsidiary, as currently conducted or proposed to be conducted.

3.1.29 *Liabilities*. There are no material liabilities of Wantsa or any Wantsa Subsidiary of any kind (whether accrued, absolute, contingent or otherwise) existing on the date hereof except for:

(a) liabilities (including potential liabilities for *[Redacted: Seriously prejudicial to the Issuer]*, full details of which have been provided to Natan) disclosed on, reflected in or provided for in the Working Capital Statement;

(b) liabilities disclosed or referred to in this Agreement; and

(c) liabilities incurred in connection with this Agreement or the transactions contemplated in this Agreement.

3.1.30 *Condition and Sufficiency of Assets*. All facilities, machinery and equipment owned or used by Wantsa and each of the Wantsa Subsidiaries in connection with its respective Business are in good operating condition and in a state of good repair and maintenance, reasonable wear and tear excepted. Wantsa or the Wantsa Subsidiaries own or lease all of the property and assets used in or necessary for the conduct of its respective Business as it is currently being conducted, with good and marketable title to all property and assets which are owned by Wantsa or any Wantsa Subsidiary, free and clear of any and all Encumbrances. There has not been any significant interruption of operations, supplies, access or services by contractors of the Business due to inadequate maintenance of any of the property or assets owned and used by Wantsa or any Wantsa Subsidiary.

3.1.31 *Environmental*

(a) The operation of the Business by Wantsa and each of the Wantsa Subsidiaries, the property and assets owned or used by Wantsa and the Wantsa Subsidiaries and the use, maintenance and operation thereof have been and are in compliance with all Environmental Laws (except where non-compliance would not have a Material Adverse Effect in respect of Wantsa). Each of Wantsa and the Wantsa Subsidiaries has complied with all reporting and monitoring requirements under all Environmental Laws (except where non-compliance would not have a Material Adverse Effect in respect of Wantsa). Neither Wantsa nor any of the Wantsa Subsidiaries has received any notice of any non-compliance with any Environmental Laws or Environmental Permits, and none of Wantsa or any of the Wantsa Subsidiaries have been convicted of an offence of non-compliance with any Environmental Laws or Environmental Permits or been fined or otherwise sentenced or settled such prosecution short of conviction. There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation investigation, proceeding, notice or demand letter existing or pending, or to the best knowledge of Wantsa, threatened, relating to the property or assets owned or used by Wantsa or any of the Wantsa Subsidiaries, relating in any way to the Environmental Laws.

(b) Wantsa and each of the Wantsa Subsidiaries has obtained all Environmental Permits necessary to conduct its Business and to own, use and operate its properties and assets, all such Environmental Permits are in effect, no appeal and no other action is pending to revoke any such permit, licence or authorization and the operation of the Business of Wantsa and each of the Wantsa Subsidiaries, the property and assets owned by Wantsa and each of the Wantsa Subsidiaries and the use, maintenance and operation thereof have been and are in compliance with all Environmental Permits. To the extent required by applicable Environmental Laws, Wantsa and each of the Wantsa Subsidiaries has filed all applications necessary to renew or obtain any necessary permits, licences, or authorizations in a timely fashion so as to allow it to continue to operate its Business in compliance with applicable Environmental Laws, and Wantsa does not expect such new or renewed licences, permits or other authorizations to include any terms or conditions that will have a Material Adverse Effect in respect of Wantsa.

(c) Wantsa and each of the Wantsa Subsidiaries has, at all times, used, generated, treated, stored, transported, disposed of or otherwise handled any and all Hazardous Substances in compliance with all Environmental Laws and Environmental Permits.

(d) Neither Wantsa nor any of the Wantsa Subsidiaries is, and, to the knowledge of Wantsa, there is no reasonable basis upon which Wantsa or any of the Wantsa Subsidiaries could become, responsible for any material clean up or corrective action under any Environmental Laws. Wantsa and the Wantsa Subsidiaries have not been subject to any audits, assessments and studies with respect to environmental matters.

(e) There are no past or present (or, to the best of Wantsa's knowledge, future) events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance by Wantsa and each of the Wantsa Subsidiaries with the Environmental Laws as in effect on the date hereof or which may give rise to any common law or legal liability under the Environmental Laws, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, notice of violation, study or investigation, based on or related to the manufacture, generation, processing, distribution, use, treatment, storage, disposal, transport or handling, or the Release or threatened Release into the indoor or outdoor environment by Wantsa or any of the Wantsa Subsidiaries of any Hazardous Substances.

3.1.32 *Intellectual Property.*

(a) Section 3.1.32 of the Wantsa Disclosure Schedule lists all patents, patent applications, trademarks and trademark applications owned or made by Wantsa or any Wantsa Subsidiary.

(b) Wantsa and the Wantsa Subsidiaries own all rights, title and interest in and to the Intellectual Property owned by Wantsa and the Wantsa Subsidiaries, free and clear of all liens and encumbrances, and Wantsa and the Wantsa Subsidiaries have the right to use all the Intellectual Property used by them in carrying on the Business. Wantsa and the Wantsa Subsidiaries have taken all reasonable steps in order to protect their rights in and to their owned Intellectual Property.

(c) Wantsa and the Wantsa Subsidiaries have not granted to any Person any right, licence or permission to use all or any portion of the Intellectual Property other than pursuant to the terms of the Material Agreements. Other than pursuant to the terms of the Material Agreements of Wantsa described in Section 3.1.21 of the Wantsa Disclosure Schedule, Wantsa and the Wantsa Subsidiaries are not obligated to pay any royalties, fees or other compensation to any Person in respect of the ownership, use or license of any Intellectual Property.

(d) The Intellectual Property owned by or licensed to Wantsa or the Wantsa Subsidiaries comprises all of the intellectual property necessary for the conduct of the Business as presently and previously conducted.

(e) The operation of the Business does not infringe upon the Intellectual Property rights of any Person and no claims have been asserted or are threatened by any Person alleging that the conduct of the Business, including the use of Intellectual Property owned by, licensed to or used by Wantsa or the Wantsa Subsidiaries, infringes upon any of their Intellectual Property rights. To the knowledge of Wantsa and the Wantsa Subsidiaries, there are no valid grounds for any such *bona fide* claims by any such Person alleging a conflict with or infringement of their Intellectual Property rights and there are no facts that cast doubt on the validity or enforceability of any of the Intellectual Property owned by, licensed or used by Wantsa or the Wantsa Subsidiaries.

(f) Wantsa and the Wantsa Subsidiaries have not received any notice asserting that any Intellectual Property conflicts or will conflict with the rights of any Person.

(g) All employees and consultants of Wantsa have entered into confidentiality, intellectual property assignment and propriety information agreements with and in favour of Wantsa. Each such Person has waived its non-assignable rights (including moral rights) to any Intellectual Property created by it on behalf of Wantsa or the Wantsa Subsidiaries.

3.1.33 *Data Systems*. The data processing and data storage facilities of Wantsa and the Wantsa Subsidiaries are adequate and properly protected and Wantsa and the Wantsa Subsidiaries have in place appropriate disaster recovery plans, procedures and facilities and have taken steps and implemented procedures to safeguard their data processing systems, computer equipment and other systems. Wantsa and the Wantsa Subsidiaries have taken steps and implemented procedures to reasonably ensure that their data processing systems, computer equipment and other systems are free from viruses and disabling codes.

3.1.34 *Advisory Fees*. Except a fixed fee to be paid to Stephen Semeniuk for the Fairness Opinion and except for the accountants, lawyers and consultants of Wantsa retained to negotiate, advance, carry out and complete the transactions contemplated herein, there is no investment banker, broker, finder or other intermediary or advisor that has been retained by or is authorized to act on behalf of Wantsa, any Wantsa Subsidiary or any of their respective directors, officers or shareholders who might be entitled to any fee, commission or reimbursement of expenses from Wantsa or any Wantsa Subsidiary upon consummation of the transactions contemplated by this Agreement.

3.1.35 *Corrupt Practices.*

(a) Neither Wantsa nor any of the Wantsa Subsidiaries has, directly or indirectly: (i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any Governmental Entity of any jurisdiction; or (ii) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Corruption of Foreign Public Officials Act* (Canada), the *Foreign Corrupt Practices Act* (United States) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the rules and regulations promulgated thereunder or under any other Law of any relevant jurisdiction covering a similar subject matter applicable to Wantsa or any of the Wantsa Subsidiaries and their respective operations, and they conduct their operations in a manner which is reasonably expected to ensure continued compliance with such legislation.

(b) Neither Wantsa nor any of the Wantsa Subsidiaries or, to the best knowledge of Wantsa, any director, officer, agent, employee, affiliate or person acting on behalf of Wantsa and/or any of the Wantsa Subsidiaries has been or is currently subject to any sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department.

3.1.36 *Other Negotiations; Brokers; Third Party Expenses*. None of Wantsa, any Wantsa Subsidiary or, to the best knowledge of Wantsa, any of their respective directors, officers or shareholders (nor any investment banker, financial advisor, attorney, accountant or other Person retained by or acting for or on behalf of Wantsa or any Wantsa Subsidiary or at their respective direction) (a) has entered into any agreement that conflicts with any of the transactions contemplated by this Agreement, or (b) has entered into any agreement or had any discussions with any Person regarding any transaction involving Wantsa or any Wantsa Subsidiary which could reasonably be expected to result in any of Natan, Wantsa, any Wantsa Subsidiary or any of the officers, directors, employees, agents or shareholders of any of them being subject to any claim for liability to such Person as a result of entering into this Agreement or consummating the transactions contemplated hereby.

3.1.37 *Disclosure*. As of the date hereof, the representations and warranties of Wantsa contained in this Agreement and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Agreement, including the Wantsa Disclosure Schedule, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in such representations and warranties not misleading to Natan.

3.1.38 *Approval of Arrangement*.

(a) The board of directors of Wantsa has determined unanimously:

(i) that the Arrangement is fair to and in the best interests of the Wantsa Shareholders and is in the best interests of Wantsa; and

(ii) to recommend that the Wantsa Shareholders vote in favour of the Arrangement.

(b) The Principal Shareholders and all of Wantsa's directors have advised Wantsa that they intend to vote the Wantsa Shares held by them in favour of the Arrangement and will, accordingly, so represent in the Circular.

3.2 **Representations and Warranties of the Principal Shareholders**. Each of the Principal Shareholders hereby represents and warrants to and in favour of Natan as follows and acknowledges that Natan is relying on such representations and warranties in connection with the transactions contemplated by this Agreement:

3.2.1 *Qualification*. He is of legal age and is legally competent to enter into and perform his obligations under this Agreement. If the Principal Shareholder is a corporation, it is a corporation incorporated and existing under the laws of its jurisdiction of incorporation and has the corporate power to enter into and perform its obligations under this Agreement, and the consummation of the transactions contemplated by this Agreement has been duly authorized by all necessary corporate or other action on the part of such corporation.

3.2.2 *Binding Agreement*. This Agreement constitutes a legal, valid and binding agreement of the Principal Shareholder and is enforceable against the Principal Shareholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting the rights and remedies of creditors and the general principles of equity.

3.2.3 *Independent Legal and Financial Advice*. The Principal Shareholder has been advised and given the opportunity to obtain independent legal and financial advice prior to entering into this Agreement.

3.3 **Representations and Warranties of Natan**. Natan hereby represents and warrants to and in favour of Wantsa as follows and acknowledges that Wantsa is relying upon such representations and warranties in connection with the transactions and matters contemplated by this Agreement:

3.3.1 *Incorporation and Organization*. Natan is a corporation duly incorporated under the laws of its jurisdiction of incorporation, is validly subsisting, has full corporate or legal power and authority to own, lease and operate the properties currently owned, leased and operated by it and to conduct its business as currently conducted, and is in good standing with respect to the filing of annual returns. Natan is duly qualified or licenced to do business and is in good standing as a foreign corporation or organization authorized to do business in all jurisdictions in which the character of the properties owned, leased or operated or the nature of the business conducted by it would make such qualification or licencing necessary. No proceedings have been instituted or are pending for the dissolution or liquidation of Natan.

3.3.2 *Capitalization*. The authorized share structure of Natan consists of an unlimited number of Natan Shares, an unlimited number of Class "A" preference shares with a par value of $1.00 per share and an unlimited number of Class "B" preference shares with a par value of $5.00 per share, of which, as of the date hereof, 13,592,001 Natan Shares are issued and outstanding as fully paid and non-assessable and no preference shares are outstanding. Except for (a) agent's warrants to purchase an aggregate of 8,000 Natan Shares, and (b) outstanding stock options to purchase an aggregate of 840,000 Natan Shares under Natan's stock option plan, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (contingent or otherwise) obligating Natan to issue or sell any shares or securities or obligations of any kind convertible into or exchangeable for any shares of Natan. No Natan Shares are held in treasury or authorized or reserved for issuance, other than upon the exercise of the options referred to above. There are no outstanding bonds, debentures or other evidences of indebtedness of Natan having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of Natan Shares on any matter.

3.3.3 *Authority and No Violation.*

(a) Natan has all requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Natan and the consummation by Natan of the transactions contemplated by this Agreement have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereby other than: (i) the approval of the Consolidation by Natan's shareholders in the manner required by the Exchange; (ii) the approval of the Private Placement by Natan's board of directors; and (iii) the approval of other matters (if any) relating solely to the implementation of the Arrangement by Natan's board of directors.

(b) This Agreement has been duly executed and delivered by Natan and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity. All documents required to be executed by Natan in connection with the transactions contemplated herein will be duly executed and delivered by Natan and, when so executed and delivered, will constitute legal, valid and binding obligations, enforceable against Natan in accordance with their terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(c) The approval of this Agreement and the other documents required to be executed by Natan in connection with the transactions contemplated herein, the execution and delivery by Natan of this Agreement and such other documents, the performance by Natan of its obligations hereunder and the completion of the Arrangement and the transactions contemplated thereby, will not:

(i) conflict with, result in a violation or breach of, constitute a default or require any consent to be obtained under, or give rise to any termination rights or payment obligation under any provision of:

(A) the notice of articles or articles of Natan;

(B) any resolutions of the board of directors (or any committee thereof) or shareholders of Natan;

(C) any Laws, subject to obtaining all necessary approvals of the Exchange in relation to the Arrangement and the transactions contemplated thereby as Natan's "Qualifying Transaction" under the policies of the Exchange; or

(D) any material contract, agreement, licence, franchise or permit, written or oral, to which it is a party, by which it is bound or to which it is subject, provided that, in relation to the Private Placement, Natan complies with the terms of the right of first refusal granted to Canaccord Genuity Corp. ("**Canaccord**") under the Agency Agreement dated March 30, 2011 between Natan and Canaccord;

(ii) give rise to any right of termination or acceleration of indebtedness of Natan or cause any third party indebtedness to come due before its stated maturity or cause any available credit to cease to be available; or

(iii) except as would not, individually or in the aggregate, have a Material Adverse Effect on Natan, result in the imposition of any Encumbrance upon any of its assets, or restrict, hinder, impair or limit its ability to carry on its business as and where it is now being carried on or as and where it may be carried on in the future.

(d) No consent, approval, order or authorization of, or registration, notice, declaration or filing with, any Governmental Entity or other Person is required to be obtained by Natan in connection with the execution and delivery of this Agreement or the consummation by Natan of the transactions contemplated hereby, other than:

(i) all necessary approvals of the Exchange required in relation to the Arrangement and the transactions contemplated thereby as Natan's "Qualifying Transaction" under the policies of the Exchange;

(ii) the approval of the Consolidation by Natan's shareholders in the manner required by the Exchange;

(iii) any approvals required by the Interim Order;

(iv) the Final Order;

(v) the filing of the Arrangement Filings with the Registrar following the issuance of the Final Order; and

(vi) any other consents, approvals, orders, authorizations, declarations or filings of or with a Governmental Entity which, if not obtained, would not in the aggregate have a Material Adverse Effect on Natan.

3.3.4 *No Defaults*. Natan is not in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement, licence or franchise to which it is a party which would, if terminated due to such default, cause a Material Adverse Effect on Natan.

3.3.5 *Absence of Certain Changes or Events*. Except as disclosed in the Natan Information Record, since July 31, 2011, Natan has conducted its business only in the ordinary course and there has not occurred:

(a) any Material Adverse Change in respect of Natan; or

(b) any agreement or arrangement to take any action which, if taken prior to the date hereof, would have made any representation or warranty set forth in this Agreement materially untrue or incorrect as of the date when made.

3.3.6 *Legal Proceedings*. There are no actions, suits, investigations or proceedings (whether private, governmental or otherwise, and whether or not purportedly on behalf of Natan) in progress, pending, or to the knowledge of Natan, threatened, against or affecting Natan (including actions, suits, investigations or proceedings against any directors, officers or employees of Natan which relate to the business, affairs, assets or operations of Natan), at law or in equity, or before or by any Tribunal. There is no judgment, decree, injunction, ruling, order or award of any Tribunal outstanding against or affecting Natan. Natan is not aware of any grounds on which any such action, suit, investigation or proceeding might be commenced with any reasonable likelihood of success, and does not have any present plans or intentions to initiate any litigation, arbitration or other proceedings against any third party.

3.3.7 *Compliance with Applicable Laws*. Natan has conducted and is conducting its business in compliance in all material respects with all applicable Laws, in each jurisdiction in which its business is carried on, is not in material breach of any of such Laws and is duly licenced or registered in each jurisdiction in which it owns or leases its property and assets or carries on its business, so as to enable its business to be carried on as now conducted and its property and assets to be so owned or leased.

3.3.8 *No Breach of Material Contracts.* Natan has performed all of the material obligations required to be performed by it, and is entitled to all benefits under, and is not in default in respect of, any Material Agreement to which it is a party. Each of the Material Agreements is enforceable, is in full force and effect, unamended, and there exists no breach thereof or default or event of default or event, occurrence, condition or act with respect to Natan or, to Natan's knowledge, with respect to the other contracting party or otherwise that, with or without the giving of notice, the lapse of time or the happening of any other event or conditions, would (a) become a default or event of default under any Material Agreement, or (b) result in the loss or expiration of any right or option by Natan (or the gain thereof by any third party) under any Material Agreement.

3.3.9 *Other Negotiations; Brokers; Third Party Expenses*. None of Natan or, to the knowledge of Natan, any of its directors, officers or shareholders (nor any investment banker, financial advisor, attorney, accountant or other Person retained by or acting for or on behalf of Natan or at its direction) (a) has entered into any agreement that conflicts with any of the transactions contemplated by this Agreement, or (b) has entered into any agreement or had any discussions with any Person regarding any transaction involving Natan which could reasonably be expected to result in Natan or any of the officers, directors, employees, agents or shareholders of Natan being subject to any claim for liability to such Person as a result of entering into this Agreement or consummating the transactions contemplated hereby.

3.3.10 *Disclosure*. As of the date hereof, the representations and warranties of Natan contained in this Agreement and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Agreement are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in such representations and warranties not misleading to Wantsa. Natan has publicly disclosed in the Natan Information Record, any information regarding any event, circumstance or action taken or failed to be taken which could individually or in the aggregate reasonably be expected to have a Material Adverse Effect on Natan.

3.3.11 *Public Documents; Natan Financial Statements*.

(a) Natan is a reporting issuer in British Columbia and Alberta and the Natan Shares are listed and posted for trading on the Exchange.

(b) The documents contained in the Natan Information Record were, at their respective dates, true and correct in all material respects and did not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) Except as qualified by the disclosure in the Natan Information Record, and except as otherwise disclosed in writing to Wantsa, Natan beneficially owns or leases the properties, business and assets or the interests in the properties, business or assets referred to in the Natan Information Record, no party is challenging or disputing Natan's title to any such properties, business or assets and all agreements by which Natan holds an interest in a property, business or assets are in good standing according to their terms and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated.

(d) The financial statements of Natan, including the notes thereto, included in the Natan Information Record comply as to form and content in all material respects with applicable Laws with respect thereto, have been prepared in accordance with generally accepted accounting principles consistently applied (except as may be indicated in the notes), are correct and complete and present fairly, in all material respects, the consolidated financial position of Natan at the dates thereof and the consolidated results of its operations and cash flows for the periods then ended (subject, in the case of unaudited financial statements, to normal year-end adjustments).

3.3.12 *Working Capital*. The working capital of Natan as of October 31, 2011, calculated as the current assets less the current liabilities of Natan in accordance with generally accepted accounting principles, is $768,063.70. Since the date of such working capital calculation, Natan has not incurred any liability, indebtedness, obligation, expense, claim, deficiency, guaranty or endorsement of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (whether or not required to be reflected in financial statements in accordance with generally accepted accounting principles), and Natan has no knowledge of any potential liabilities or obligations, which individually or in the aggregate have not been included in such working capital calculation, other than liabilities, indebtedness and obligations incurred by Natan in the ordinary course of business or as contemplated in this Agreement.

3.3.13 *Tax Matters.*

(a) Save for the requirement to file any Tax Returns in respect of income taxes for the current taxation year (which return is not yet due), and any income Tax Return which is required to be filed as a result of or in connection with the transactions contemplated herein, Natan has duly filed in the prescribed manner and within the prescribed time all Tax Returns required to be filed by it on or before the date hereof with any taxing or regulatory authority to which it is subject.

(b) Natan has paid all Taxes that are due and payable by it, and any interest, penalties and fines in connection therewith, properly due and payable, and has paid all of same in connection with all known assessments, reassessments and adjustments.

(c) Except as set forth in Natan's financial statements included in the Natan Information Record, there are no Taxes or fines in respect of Taxes claimed by any Governmental Entity against Natan or which are known to Natan to be due and owing by Natan and, to the knowledge of Natan, there are no pending or threatened reassessments by any Governmental Entity in respect of Taxes owing by Natan, and there are no matters of dispute or under discussion with any Governmental Entity relating to Taxes or fines in respect of Taxes asserted by such Governmental Entity against Natan.

(d) The most recent financial statements referred to in Section 3.3.13(c) fully reflect Natan's accrued liabilities as at July 30, 2011 for all Taxes which were not yet then due and payable and for which Tax Returns were not yet then required to be filed. There are no actions, suits, investigations or proceedings and no assessment, reassessment or request for information in progress, pending or, to the knowledge of Natan, threatened against or affecting Natan in respect of Taxes nor are any issues under discussion with any taxing authority relating to any matters which could result in claims for additional Taxes.

(e) There are no agreements, waivers or other arrangements made by Natan providing for an extension of time with respect to any assessment or reassessment of Tax, the filing of any Tax Return or the payment of any Tax by Natan.

(f) Natan has withheld the amount of all Taxes and other deductions required under any applicable Laws to be withheld from each payment made by it and has paid all amounts withheld which are due and payable before the date hereof and all installments of Taxes which are due and payable before the date hereof to the relevant taxing or other authority within the time prescribed under any applicable Laws.

3.3.14 *Cease Trade Orders*. No order ceasing, halting or suspending trading in securities of Natan or prohibiting the distribution of such securities has been issued to and is outstanding against Natan and no investigations or proceedings for such purposes are, to the knowledge of Natan, pending or threatened.

3.3.15 *Natan Shares*. The Post Consolidation Natan Shares to be issued pursuant to the Arrangement will, when issued and delivered, be duly and validly issued by Natan on their respective dates of issue as fully paid and non-assessable shares and will not be issued in violation of the terms of any agreement or other understanding binding upon Natan at the time that such shares are issued and will be issued in compliance with the constating documents of Natan.

3.3.16 *Advisory Fees*. Except a fixed fee to be paid to RwE Growth Partners, Inc. for a fairness opinion in connection with the Arrangement and except for the accountants and lawyers of Natan retained to negotiate, advance, carry out and complete the transactions contemplated herein, and except for the Finder's Fee, there is no investment banker, broker, finder or other intermediary or advisor that has been retained by or is authorized to act on behalf of Natan or any of its directors, officers or shareholders who might be entitled to any fee, commission or reimbursement of expenses from Natan upon consummation of the transactions contemplated by this Agreement.

3.4 **Non-Waiver**. No investigations made by or on behalf of any of the parties at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by any other party in this Agreement or pursuant hereto, unless disclosure of the fact at issue is expressly made in writing to the other party prior to the execution hereof and such disclosure contains no material untrue statement.

3.5 **Survival**. For greater certainty, the representations and warranties of Wantsa, the Principal Shareholders and Natan contained herein shall survive the completion of the Arrangement for a period of three (3) years following the Effective Date.

ARTICLE 4
COVENANTS

4.1 **Retention of Goodwill**. During the Pre-Effective Date Period, Wantsa will, and will cause each of the Wantsa Subsidiaries to, subject to the fact that the Arrangement and related transactions are contemplated hereby, continue to carry on the Business in the ordinary course of business, working to preserve the attendant goodwill of Wantsa and the Wantsa Subsidiaries and to contribute to retention of that goodwill to and after the Effective Date, but subject to the following provisions of this Article 4. The following provisions of this Article 4 are intended to be in furtherance of this general commitment, subject to the fact that the Arrangement and related transactions are contemplated hereby.

4.2 **Covenants of Wantsa.**

(a) Wantsa covenants and agrees that, until the Effective Date or the earlier termination of this Agreement in accordance with Article 6, except (i) with the consent of Natan to any deviation therefrom, which shall not be unreasonably withheld, or (ii) with respect to any matter contemplated by this Agreement or the Plan of Arrangement, Wantsa will, and will cause each of the Wantsa Subsidiaries to:

(i) carry on its respective Business in, and only in, the ordinary and regular course in substantially the same manner as heretofore conducted and, to the extent consistent with such Business, use all reasonable efforts to preserve intact its present Business organization and keep available the services of its present officers and employees and others having business dealings with it to the end that its goodwill and Business shall be maintained;

(ii) not commence to undertake a substantial or unusual expansion of its Business facilities or an expansion that is out of the ordinary course of business consistent with prior practice in light of current market and economic conditions;

(iii) not split, combine or reclassify any of its outstanding shares, nor declare or pay any dividends on or make any other distributions (in either case, in stock or property) on or in respect of its outstanding shares;

(iv) not amend its notice of articles or articles or other constating documents;

(v) not allot, reserve, set aside or issue, authorize or propose the allotment, reservation, setting aside or issuance of, or purchase or redeem or propose the purchase or redemption of, any shares in its capital stock or any class of securities convertible or exchangeable into, or rights, warrants or options to acquire, any such shares or other convertible or exchangeable securities, except for the issuance of Wantsa Shares pursuant to the exercise of fully vested Wantsa Options granted prior to the date hereof;

(vi) not acquire or agree to acquire any of its outstanding shares or other securities;

(vii) not reorganize, amalgamate or merge with any other person, nor acquire or agree to acquire by amalgamating, merging or consolidating with, purchasing substantially all of the assets of or otherwise, any business of any corporation, partnership, association or other business organization or division thereof, except in accordance with Section 4.7;

(viii) not guarantee the payment of indebtedness by a third party or incur indebtedness for money borrowed or issue or sell any Debt Instruments;

(ix) other than in the ordinary course of business or as specifically contemplated in this Agreement, but subject to restrictions set out elsewhere in this Agreement, not enter into or modify any employment, severance, collective bargaining or other Employee Benefits, policies or arrangements with, or grant any bonuses, salary increases, stock options, pension or supplemental pension benefits, profit sharing, retirement allowances, deferred compensation, incentive compensation, severance or termination pay to, or make any loan to, any officers, directors, consultants or employees of Wantsa or any of the Wantsa Subsidiaries;

(x) not, except in the ordinary course of business:

(A) satisfy or settle any claims or liabilities prior to the same being due, except such as have been reserved against in the Financial Statements, which are, individually or in the aggregate, material; or

(B) grant any waiver, exercise any option or relinquish any contractual rights which are, individually or in the aggregate, material;

(xi) not settle or compromise any claim brought by any present, former or purported holder of any of its securities in connection with the transactions contemplated by this Agreement or the Arrangement;

(xii) not enter into any material contract, agreement, licence, franchise, lease transaction, commitment or other right or obligation or amend, modify, relinquish, terminate or fail to renew in any material respect any Material Agreement, other than in the ordinary course of business;

(xiii) not acquire or sell, pledge, encumber or otherwise dispose of any material property or assets or incur or commit to incur capital expenditures prior to the Effective Date, other than in the ordinary course of business, and not, in any event, exceeding $25,000 in the aggregate;

(xiv) not make any changes to existing accounting practices, except as required by applicable Laws or required by generally accepted accounting principles or make any material tax election inconsistent with past practice; and

(xv) promptly advise Natan orally and, if then requested, in writing:

(A) of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of Wantsa contained in this Agreement (except any such representation or warranty which speaks as of a date prior to the date of this Agreement), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect;

(B) of any Material Adverse Change in respect of Wantsa; and

(C) of any breach by Wantsa of any covenant or agreement contained in this Agreement.

(b) Wantsa shall perform all obligations required to be performed by it under this Agreement and shall do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Wantsa shall:

(i) on or before the date which is ten (10) Business Days from the date of this Agreement, cancel any and all Wantsa Options which are then outstanding and have not been exercised;

(ii) use all reasonable commercial efforts to obtain the approval of Wantsa Shareholders to the Arrangement at the Wantsa Meeting, as provided for in Section 2.2 and in the Interim Order, subject, however, to the exercise by the board of directors of Wantsa of its fiduciary duties as provided herein;

(iii) apply for and use all reasonable efforts to obtain the Interim Order and the Final Order;

(iv) continue to provide Natan and its Representatives with such information as reasonably requested by them from time to time concerning the Business, assets, liabilities and affairs of Wantsa, and with access to the management and employees of Wantsa;

(v) carry out the terms of the Interim Order and Final Order applicable to it and use its reasonable commercial efforts to comply promptly with all requirements which applicable Laws may impose on Wantsa with respect to the transactions contemplated hereby and by the Arrangement;

(vi) defend all lawsuits or other legal, regulatory or other proceedings challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(vii) use all reasonable commercial efforts to have lifted or rescinded any injunction or restraining order or other order relating to Wantsa which may adversely affect the ability of the parties to consummate the transactions contemplated hereby;

(viii) on or before the Effective Date, effect all necessary registrations, filings, notices and submissions of information required by Governmental

Entities from Wantsa or the Wantsa Subsidiaries relating to the transactions contemplated herein;

(ix) in connection with the Arrangement and other transactions contemplated herein, use its reasonable commercial efforts to obtain, before the Effective Date, all necessary waivers, consents and approvals required to be obtained by Wantsa or the Wantsa Subsidiaries from other parties pursuant to the Material Agreements (including the consents, approvals and waivers referred to in Section 5.2(j));

(x) retain Stephen Semeniuk, or failing him such other Person as agreed upon by the parties, to prepare an opinion (the "**Fairness Opinion**") to be addressed to the board of directors of Wantsa and the Wantsa Shareholders, to the effect that the Arrangement is fair and reasonable to the Wantsa Shareholders, from a financial point of view; Wantsa shall co-operate with the author of the Fairness Opinion in the preparation of the Fairness Opinion and shall use all reasonable commercial efforts to ensure the Fairness Opinion is delivered by the author prior to the date of mailing the Circular;

(xi) deliver to Natan, not less than five (5) Business Days prior to the Effective Date, a certificate duly executed by two directors and/or senior officers of Wantsa setting forth the aggregate number of Wantsa Shares issued and outstanding as at the date of such certificate (which shall also be the number of such shares outstanding as at the Effective Date), and certifying that there are no further rights, agreements or arrangements of any nature or kind then outstanding for the acquisition of further Wantsa Shares, or securities convertible into or exchangeable for Wantsa Shares; and

(xii) not, notwithstanding any other provision of this Agreement (including the Exhibits hereto), allot, issue or grant any Wantsa Shares, Wantsa Options or other securities convertible into or exchangeable for Wantsa Shares, or enter into any agreements or arrangements relating thereto, to or with any Person or for any reason between the date of the certificate referred to in Section 4.2(b)(xi) and the Effective Date.

(c) Wantsa acknowledges receipt of a $25,000 non-interest bearing advance from Natan (the "**Advance**"). Wantsa confirms that the Advance has only been used, and shall only be issued, to preserve assets of Wantsa in accordance with applicable policies of the Exchange. Upon request by Natan, Wantsa shall forthwith provide a written statement detailing the uses of the Advance.

4.3 **Covenants of Principal Shareholders**. Each of the Principal Shareholders hereby covenants and agrees:

(a) not to transfer, sell, encumber or otherwise dispose of any of its Wantsa Shares or any interest therein without the prior written consent of Natan;

(b) at all times during the Pre-Effective Date Period, to do all such acts and things reasonably necessary to ensure that all of the representations and warranties of Wantsa and the Principal Shareholders contained in this Agreement remain true and correct and not do any such act or thing that would render any representation or warranty untrue or incorrect in any material respect; and

(c) to procure and cause Wantsa to perform or comply with all of its obligations and covenants contained in this Agreement.

4.4 **Covenants of Natan.** Natan hereby covenants and agrees:

(a) to perform all obligations required or desirable to be performed by it under this Agreement and to do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, to:

(i) complete the Consolidation prior to the Effective Date;

(ii) change Natan's name, in connection with the closing of the Arrangement, to "Wantsa Technologies Ltd." or such other name as Natan and Wantsa may agree upon;

(iii) use all reasonable commercial efforts to complete the Private Placement concurrently with the closing of the Arrangement;

(iv) use all reasonable commercial efforts to cause, as of the Effective Date, the board of directors and senior officers of Natan to consist of the following persons, or if any of such persons are not acceptable to the Exchange, such persons as may be agreed upon by Natan and Wantsa (subject to Exchange approval):

Name	Position
David Strebinger	Director, President and CEO
Donald Kirkwood	Director, Chairman
Joel Schuster	Director
Sean McGrath	Chief Financial Officer, Corporate Secretary
Rob Whittle	Chief Marketing Strategist

(v) apply for and use all reasonable commercial efforts to obtain all approvals set out in Section 3.3.3(d), and, in doing so, to keep Wantsa reasonably informed as to the status of the proceedings related to obtaining such approvals;

(vi) use all reasonable commercial efforts to have lifted or rescinded any injunction or restraining order or other order relating to Natan which may adversely affect the ability of Natan to consummate the transactions contemplated hereby;

(vii) on or before the Effective Date, effect all necessary registrations, filings and submissions of information required by Governmental Entities from Natan relating to the transactions contemplated herein;

(viii) as soon as practicable after the execution and delivery of this Agreement, to apply to the Exchange for approval of the Arrangement and the transactions contemplated hereby as the "Qualifying Transaction" of Natan under the policies of the Exchange; and

(ix) on or before the Effective Date, reserve a sufficient number of Post Consolidation Natan Shares for issuance upon the completion of the Arrangement;

(b) to carry out the terms of the Interim Order and Final Order applicable to it and use its reasonable commercial efforts to comply promptly with all requirements which applicable Laws may impose on Natan with respect to the transactions contemplated hereby and by the Arrangement;

(c) in connection with the consummation of the transactions contemplated hereby and by the Arrangement, to use its reasonable commercial efforts to obtain, before the Effective Date, all necessary waivers, consents and approvals required to be obtained by Natan from other parties to loan agreements, leases or other contracts;

(d) until the Effective Date or the earlier termination of this Agreement in accordance with Article 6, except (i) with the consent of Wantsa to any deviation therefrom, which shall not be unreasonably withheld; or (ii) with respect to any matter contemplated by this Agreement or the Plan of Arrangement, Natan will:

(i) not reorganize, amalgamate or merge Natan with any other Person, nor acquire by amalgamating, merging or consolidating with, purchasing a majority of the voting securities of or substantially all of the assets of or otherwise, any business or Person which acquisition would reasonably be expected to materially delay the transactions contemplated by this Agreement; and

(ii) promptly advise Wantsa orally and, if then requested, in writing:

(A) of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of Natan contained herein (except any such representation or warranty which speaks as of a date prior to the occurrence of such event), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect;

(B) of any Material Adverse Change in respect of Natan; and

(C) of any material breach by Natan of any covenant or agreement contained in this Agreement.

4.5 **Applications for Regulatory Approvals**. Each of Wantsa and Natan covenants and agrees to use all reasonable efforts required to apply for and obtain all approvals of Governmental Entities required to complete the transactions contemplated hereby, and shall proceed diligently with respect to such applications, in a coordinated and expeditious manner.

4.6 **Covenants Regarding Non-Solicitation.**

(a) Subject to Section 4.7, Wantsa shall not, directly or indirectly, through any officer, director, employee, representative or agent of Wantsa or any Wantsa Subsidiary:

(i) solicit, initiate or knowingly encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries or proposals regarding an Acquisition Proposal;

(ii) participate in any discussions or negotiations regarding any Acquisition Proposal;

(iii) withdraw or modify in a manner adverse to Natan the approval of the board of directors of Wantsa of the transactions contemplated by this Agreement;

(iv) approve or recommend any Acquisition Proposal; or

(v) enter into any agreement, arrangement or understanding related to any Acquisition Proposal.

Notwithstanding the preceding part of this Section 4.6(a) and any other provision of this Agreement, nothing shall prevent the board of directors of Wantsa prior to the issuance of the Final Order from considering, participating in any discussions or negotiations, or entering into a confidentiality agreement and providing information pursuant to Section 4.6(c), regarding an unsolicited *bona fide* written Acquisition Proposal that did not otherwise result from a breach of this Section 4.6 and that the board of directors of Wantsa determines in good faith, after consultation with financial advisors and outside legal counsel, is reasonably likely to result in a Superior Proposal; provided, however, that prior to taking such action, the board of directors must receive an opinion of outside legal counsel that it is appropriate that the board of directors of Wantsa take such action in order to discharge properly its fiduciary duties. Wantsa shall not consider, negotiate, accept or recommend an Acquisition Proposal after the date of the issuance of the Final Order. Wantsa shall, and shall cause its officers, directors and employees and any financial advisors or other advisors, representatives or agents retained by it, to cease immediately upon execution of this Agreement all discussions and negotiations regarding any proposal that constitutes, or may reasonably be expected to lead to, an Acquisition Proposal.

(b) Wantsa shall promptly notify Natan, at first orally and then in writing, of any Acquisition Proposal and any enquiry that could lead to an Acquisition Proposal, or any amendments to the foregoing, or any request for non-public information relating to Wantsa in connection with an Acquisition Proposal or for access to the properties, books or records of Wantsa by any Person that informs Wantsa that it is considering making, or has made, a proposal that constitutes, or may reasonably be expected to lead to an Acquisition Proposal. Such notice shall include a description of the material terms and conditions of any proposal, the identity of the Person making such proposal, enquiry or contact and provide such other details of the proposal, enquiry or contact as Natan may reasonably request. Wantsa shall:

(i) keep Natan fully informed of the status including any change to the material terms of any such Acquisition Proposal or enquiry; and

(ii) provide to Natan as soon as practicable after receipt or delivery thereof with copies of all correspondence and other written material sent or provided to Wantsa from any Person in connection with any Acquisition Proposal or sent or provided by Wantsa to any Person in connection with any Acquisition Proposal.

(c) If Wantsa receives a request for material non-public information from a Person who has made an unsolicited bona fide written Acquisition Proposal and Wantsa is permitted, as contemplated under the second sentence of Section 4.6(a), to negotiate the terms of such Acquisition Proposal, then, and only in such case, the board of directors of Wantsa may, subject to the execution by such Person of a confidentiality agreement on terms approved by Natan, acting reasonably, provide such Person with access to information regarding Wantsa; provided, however, that Wantsa sends a draft of any such confidentiality agreement to Natan for comment prior to its execution, and an executed copy promptly following its execution, and, concurrently with the latter, provides Natan with a list of or copies of the information provided to such Person and access to similar information to which such Person was provided.

(d) Wantsa shall ensure that its officers, directors and employees and any financial advisors or other advisors, representatives or agents retained by it are aware of the provisions of this Section 4.6, and it shall be responsible for any breach of this Section 4.6 by any such Person.

4.7 **Notice by Wantsa of Superior Proposal Determination**. Notwithstanding Sections 4.6(a), (b) and (d), Wantsa may accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal if, and only if:

(a) it has provided Natan with a copy of all documents related to the Superior Proposal;

(b) five (5) Business Days shall have elapsed from the later of (i) the date on which Natan received written notice advising that Wantsa's board of directors has resolved, subject only to compliance with this Section 4.7 and termination of this Agreement, to accept, approve, recommend or enter into an agreement in respect of such Superior Proposal, specifying the terms and conditions of such Superior Proposal and identifying the Person making such Superior Proposal, and (ii) the date Natan received a copy of all documents related to such Superior Proposal; and

(c) it has previously or concurrently will have terminated this Agreement pursuant to Section 6.2.

During the five (5) Business Day period referred to in Section 4.7(b), Wantsa agrees that Natan shall have the right, but not the obligation, to offer to amend the terms of this Agreement. The board of directors of Wantsa will review any offer by Natan to amend the terms of this Agreement in good faith in order to determine, in its discretion in the exercise of its fiduciary duties, whether Natan's offer upon acceptance by Wantsa would result in such Superior Proposal ceasing to be a Superior Proposal. If the board of directors of Wantsa so determines, it will enter into an amended agreement with Natan reflecting Natan's amended proposal. If the board of directors of Wantsa continues to believe, in good faith and after consultation with financial advisors and outside legal counsel, that such Superior Proposal remains a Superior Proposal and therefore rejects Natan's amended proposal, Wantsa may terminate this Agreement pursuant to Section 6.2(c)(iv); provided, however, that Wantsa must concurrently with such termination enter into a definitive agreement with respect to such Acquisition Proposal.

Wantsa also acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for purposes of the requirement under Section 4.7(b) to initiate an additional five (5) Business Day notice period.

4.8 **Access to Information.** Subject to applicable Laws and upon reasonable notice, Wantsa shall afford the officers, employees, counsel, accountants and other authorized representatives and advisors (collectively, the "**Representatives**") of Natan access, during normal business hours during the Pre-Effective Date Period, to such properties, books, contracts and records and other documents, information or data relating to Wantsa and the Wantsa Subsidiaries which Natan or its Representatives deem necessary or advisable to review in making an examination of Wantsa, the Wantsa Subsidiaries and their respective Business, as well as to their management personnel, and, during such period, Wantsa shall furnish promptly to Natan all information concerning Wantsa, the Wantsa Subsidiaries and their respective Business, properties and personnel as Natan or its Representatives may reasonably request. Subject to applicable Laws, upon reasonable notice, Natan shall afford Wantsa's Representatives access, during normal business hours during the Pre-Effective Date Period, to such of Natan's management personnel as Natan may determine, acting reasonably, and, during such period, Natan shall furnish promptly to Wantsa all information respecting material changes in Natan's business, properties and personnel as Wantsa may reasonably request. At the request of Natan, Wantsa will execute or cause to be executed such consents, authorizations and directions as may be necessary to enable Natan or its Representatives to obtain full access to all files and records relating to Wantsa or its assets maintained by any Governmental Entity.

4.9 **Covenant Regarding Representations and Warranties**. Each of Wantsa and Natan covenants that it will use all reasonable efforts to ensure that the representations and warranties given by it and contained in Article 3 are true and correct on and as at the Effective Date (except as affected by transactions contemplated or permitted by this Agreement or otherwise consented to by the other parties hereto) or if not true, do not have a Material Adverse Effect on such party.

4.10 **Closing Matters**. Each of Natan, Wantsa and the Principal Shareholders shall deliver, at the closing of the Arrangement and the other transactions contemplated hereby, such customary certificates (including "bring-down" certificates), resolutions, opinions and other closing documents as may be required by the other parties, acting reasonably, including without limitation a certificate signed by the parties confirming the Effective Date. The closing of the Arrangement and the transactions contemplated hereby will take place at the Effective Time at the offices of DuMoulin Black LLP, 10th Floor, 595 Howe Street, Vancouver, British Columbia.

ARTICLE 5
CONDITIONS

5.1 **Mutual Conditions Precedent.** The respective obligations of the parties to complete the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which may only be waived by the mutual consent of Natan and Wantsa (on its own behalf and on behalf of the Principal Shareholders, as applicable):

(a) the Arrangement shall have been approved at the Wantsa Meeting by not less than two-thirds of the votes cast by the Wantsa Shareholders who are represented in person or by proxy at the Wantsa Meeting, in the manner contemplated by Article 2;

(b) the Arrangement shall have been approved at the Wantsa Meeting in accordance with any conditions in addition to those set out in Section 5.1(a) which may be imposed by the Business Corporations Act or the Interim Order;

(c) the Interim Order and the Final Order shall each have been obtained in form and terms satisfactory to each of Wantsa and Natan, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to such parties, acting reasonably, on appeal or otherwise;

(d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and there shall be no proceeding (other than an appeal made in connection with the Arrangement), of a judicial or administrative nature or otherwise, in progress or threatened that relates to or results from the transactions contemplated by this Agreement that would, if successful, result in an order or ruling that would preclude completion of the transactions contemplated by this Agreement in accordance with the terms hereof or would otherwise be inconsistent with the approvals of Governmental Entities which have been obtained;

(e) this Agreement shall not have been terminated pursuant to Article 6;

(f) the Post Consolidation Natan Shares issuable pursuant to the Arrangement and the Private Placement shall have been authorized for listing on the Exchange, subject to official notice of issuance;

(g) the various issuances and exchanges of Wantsa Shares and Post Consolidation Natan Shares in connection with the Arrangement will be exempt from the registration requirements of the U.S. Securities Act, and the registration and prospectus requirements of applicable securities Laws in each of the Provinces of Canada and each of the states of the United States applicable to Wantsa Shareholders or in which Wantsa Shareholders are resident; and such Wantsa Shares will not be subject to hold periods under the securities laws of Canada or the United States except as may be imposed by Rule 144 and Rule 145 under the U.S. Securities Act with respect to affiliates or except as disclosed in the Circular or except by reason of the existence of any controlling interest in Natan pursuant to the securities laws of any applicable jurisdiction or except as may be imposed by the Exchange pursuant to its escrow policies or otherwise;

(h) the board of directors of Wantsa shall have received the Fairness Opinion, which opinion has not been subsequently withdrawn;

(i) the shareholders of Natan shall have approved the Consolidation in the manner required by the Exchange, and the Consolidation shall have been completed;

(j) the Private Placement shall have been completed;

(k) all consents, waivers, permits, orders and approvals of any Governmental Entity, and the expiry of any waiting periods, in connection with, or required to permit, the consummation of the Arrangement and the other transactions contemplated herein, the failure of which to obtain or the non-expiry of which would constitute a criminal offense, or would have a Material Adverse Effect on Natan or Wantsa, as the case may be, shall have been obtained or received on terms that will not have a Material Adverse Effect on Natan and/or Wantsa and there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity, in each case that has a reasonable likelihood of success:

(i) seeking to restrain or prohibit the consummation of the Arrangement or seeking to obtain from any of the parties hereto any damages that are material in relation to Wantsa;

(ii) seeking to prohibit Natan from effectively controlling in any material respect the Business or operations of Wantsa or any Wantsa Subsidiary; or

(iii) which otherwise is reasonably likely to have a Material Adverse Effect on Wantsa.

5.2 **Additional Conditions Precedent to the Obligations of Natan**. The obligations of Natan to complete the transactions contemplated by this Agreement shall also be subject to the fulfillment of each of the following conditions precedent (each of which is for the exclusive benefit of Natan and may be waived by Natan and any one or more of which, if not satisfied or waived, will relieve Natan of any obligation under this Agreement):

(a) completion by Natan of its due diligence investigations of Wantsa and the Wantsa Subsidiaries to the satisfaction of Natan, including the nature and value of Wantsa and the Wantsa Subsidiaries' assets and financial condition;

(b) receipt of a valuation and fairness opinion in respect of the Arrangement and the transactions contemplated by this Agreement that is satisfactory to Natan, which opinion has not been subsequently withdrawn;

(c) all outstanding Wantsa Options shall have been exercised or cancelled on or before the date which is ten (10) Business Days from the date of this Agreement;

(d) all covenants and agreements of Wantsa and the Principal Shareholders under this Agreement to be performed or observed on or before the Effective Date shall have been duly performed and observed in all material respects;

(e) the representations and warranties of Wantsa and the Principal Shareholders contained in this Agreement shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of a specified date which is earlier than the date of this Agreement, in which event such representations and warranties shall be true and correct in all material respects as of such earlier specified date, or except as affected by transactions contemplated or permitted by this Agreement or otherwise consented to by Natan) and Natan shall have received a certificate of Wantsa and the Principal Shareholders addressed to Natan and dated the Effective Date, confirming the same as at the Effective Date;

(f) during the Pre-Effective Date Period, there shall not have occurred, in the judgment of Natan, acting reasonably, a Material Adverse Change to Wantsa;

(g) the board of directors of Wantsa shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Wantsa, to permit the consummation of the Arrangement;

(h) the board of directors of Wantsa shall have made and shall not have withdrawn or modified or amended, in any material respect, prior to the Wantsa Meeting, an affirmative recommendation that the Wantsa Shareholders approve the Arrangement;

(i) holders of more than 5% of the issued and outstanding Wantsa Shares shall not have exercised Dissent Rights in respect of the Arrangement; and

(j) all consents, approvals, authorizations and waivers of any Persons (other than Governmental Entities) which are required, necessary or desirable for the completion of the Arrangement and other transactions contemplated hereby (including all those consents, approvals, authorizations and waivers required under the Material Agreements and referred to in the Wantsa Disclosure Schedule) shall have been obtained or received on terms which are acceptable to Natan, acting reasonably.

Natan may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by it with its obligations under this Agreement if the condition precedent would have been satisfied but for a material default by Natan in complying with its obligations hereunder.

5.3 **Additional Conditions Precedent to the Obligations of Wantsa**. The obligations of Wantsa to complete the transactions contemplated by this Agreement shall also be subject to the following conditions precedent (each of which is for the exclusive benefit of Wantsa and may be waived by Wantsa and any one or more of which, if not satisfied or waived, will relieve Wantsa of any obligation under this Agreement):

(a) all covenants and agreements of Natan under this Agreement to be performed on or observed on or before the Effective Date shall have been duly performed by Natan in all material respects;

(b) all representations and warranties of Natan contained in this Agreement shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of a specified date which is earlier than the date of this Agreement, in which event such representations and warranties shall be true and correct in all material respects as of such earlier specified date, or except as affected by transactions contemplated or permitted by this Agreement) and Wantsa shall have received a certificate of Natan addressed to Wantsa and dated the Effective Date, signed on behalf of Natan by two senior executive officers or directors of Natan and dated the Effective Date, confirming the same as at the Effective Date;

(c) during the Pre-Effective Date Period, there shall not have occurred, in the judgment of Wantsa, acting reasonably, a Material Adverse Change to Natan; provided that a reduction in the market price or value of the Natan Shares on the Exchange or any other stock exchange or quotation system on which the Natan Shares may be listed or posted for trading shall not, in and of itself, constitute such a Material Adverse Change; and

(d) the board of directors of Natan shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Natan to permit the consummation of the Arrangement and the issue of Post Consolidation Natan Shares pursuant to the Arrangement.

Wantsa may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by Wantsa with its obligations under this Agreement if the condition precedent would have been satisfied but for a material default by Wantsa or the Principal Shareholders in complying with their respective obligations hereunder.

5.4 **Notice and Cure Provisions**. Natan and Wantsa will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, or would be likely to:

(a) cause any of the representations or warranties of the other contained herein to be untrue or inaccurate in any material respect on the date hereof or on the Effective Date; or

(b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the other hereunder prior to the Effective Date.

Neither Natan nor Wantsa may elect not to complete the transactions contemplated hereby pursuant to the conditions precedent contained in Sections 5.1, 5.2 or 5.3 or exercise any termination right arising therefrom, unless forthwith and in any event prior to the filing of the Final Order for acceptance by the Registrar, Natan or Wantsa, as the case may be, has delivered a written notice to the other specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which Natan or Wantsa, as the case may be, are asserting as the basis for the non-fulfillment of the applicable condition precedent or the exercise of the termination right, as the case may be. If any such notice is delivered, provided that Natan or Wantsa, as the case may be, are proceeding diligently to cure such matter, if such matter is susceptible to being cured, the other may not terminate this Agreement until the earlier of the Drop Dead Date and the expiration of a period of 15 days from such notice. If such notice has been delivered prior to the date of the Wantsa Meeting, such meeting shall be postponed until the expiry of such period. If such notice has been delivered prior to the making of the application for the Final Order or the filing of the Arrangement Filings with the Registrar, such application and such filing shall be postponed until the expiry of such period. For greater certainty, in the event that such matter is cured within the time period referred to herein, this Agreement may not be terminated.

5.5 **Satisfaction of Conditions**. The conditions precedent set out in Sections 5.1, 5.2 or 5.3 shall be conclusively deemed to have been satisfied, waived or released when Natan and Wantsa have executed a joint notice, at the closing of the Arrangement, that the conditions precedent set out in Sections 5.1, 5.2 or 5.3 have been satisfied, waived or released and setting out the Effective Date.

ARTICLE 6
AMENDMENT AND TERMINATION

6.1 **Amendment**. This Agreement may, at any time and from time to time before or after the holding of the Wantsa Meeting but not later than the Effective Date, be amended by mutual written agreement of the parties hereto; provided, however, that any such amendment does not invalidate any required approval of the Wantsa Shareholders to the Arrangement.

6.2 **Termination.**

(a) If any condition contained in Sections 5.1 or 5.2 is not satisfied on or before the Effective Date, to the satisfaction of Natan, then Natan may by written notice to Wantsa terminate this Agreement and the obligations of the parties hereunder except as otherwise herein provided, but without detracting from the rights of Natan arising from any breach by Wantsa but for which the condition would have been satisfied.

(b) If any condition contained in Sections 5.1 or 5.3 is not satisfied on or before the Effective Date to the satisfaction of Wantsa, then Wantsa may (on its own behalf and on behalf of the Principal Shareholders) by written notice to Natan terminate this Agreement and the obligations of the parties hereunder except as otherwise herein provided, but without detracting from the rights of Wantsa arising from any breach by Natan but for which the condition would have been satisfied.

(c) This Agreement may, at any time before or after the holding of the Wantsa Meeting but not later than the Effective Date:

(i) be terminated by the mutual agreement of Wantsa (on its own behalf and on behalf of the Principal Shareholders) and Natan without further action on the part of the Wantsa Shareholders if terminated after the holding of the Wantsa Meeting;

(ii) be terminated by either Wantsa (on its own behalf and on behalf of the Principal Shareholders) or Natan, if there shall be passed any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if any injunction, order or decree enjoining Natan or Wantsa from consummating the transactions contemplated by this Agreement is entered and such injunction, order or decree shall become final and non-appealable;

(iii) be terminated by Natan if:

(A) the board of directors of Wantsa shall have failed to recommend or withdrawn or modified or changed in a manner adverse to Natan its approval or recommendation of this Agreement or the Arrangement or shall have recommended or approved an Acquisition Proposal; or

(B) through no fault of Natan, the Arrangement shall not have been submitted for the approval of the Wantsa Shareholders at the Wantsa Meeting, on or before January 31, 2012, in the manner provided for in Article 2 and in the Interim Order;

(iv) be terminated by Wantsa (on its own behalf and on behalf of the Principal Shareholders) in order to enter into a definitive written agreement with respect to a Superior Proposal, subject to compliance with Section 4.7; or

(v) be terminated by either Wantsa (on its own behalf and on behalf of the Principal Shareholders) or Natan if the Arrangement is not approved by the Wantsa Shareholders at the Wantsa Meeting, in the manner provided for in Article 2 and in the Interim Order.

(d) Notwithstanding any other provision hereof, if the Effective Date does not occur on or prior to the Drop Dead Date, then this Agreement shall terminate without further action by any party.

(e) If this Agreement is terminated in accordance with the foregoing provisions of this Section 6.2, no party shall have any further liability to perform its obligations hereunder, except as otherwise contemplated hereby, and provided that, subject to Section 6.3, neither the termination of this Agreement nor anything contained in this Section 6.2(e) shall relieve any party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

6.3 **Remedies**. The parties hereto acknowledge and agree that an award of money damages would be inadequate for any breach of this Agreement by any party or its Representatives and any such breach would cause the non-breaching party irreparable harm. Accordingly, the parties hereto agree that, in the event of any breach or threatened breach of this Agreement by one of the parties, the non-breaching parties will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to the parties. Nothing in this Agreement shall preclude a party from seeking damages in respect of losses incurred or suffered by such party as a result of any breach of this Agreement by another party, seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or otherwise, or seeking specific performance of any of such covenants or agreements, without the necessity of posting bond or security in connection therewith.

ARTICLE 7
GENERAL

7.1 **Escrow Transfers**. In conjunction with the closing of the Arrangement, the parties acknowledge that certain shareholders of Natan have agreed to transfer within escrow 400,000 Post Consolidation Natan Shares to new principals of Natan at and for the price of $0.50 per share, and that such transactions will be subject to the provisions of the Escrow Agreement dated as of the 30th day of March, 2011 among Natan, Computershare Investor Services Inc. and certain shareholders of Natan.

7.2 **Finder's Fee**. The parties acknowledge that a finder's fee (the "**Finder's Fee**") is payable to Graham Harris upon completion of the transactions contemplated by this Agreement. The Finder's Fee shall be payable in Post Consolidation Natan Shares to a maximum of 220,000 Post Consolidation Natan Shares, subject to acceptance by the Exchange.

7.3 **Notices**. All notices and other communications which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by fax, in each case addressed to the particular party at:

(a) If to Wantsa and the Principal Shareholders:

United Media Partners Inc.
Suite 380 – 1100 Melville Street
Vancouver, British Columbia V6E 4A6

Attention: David Strebinger
Fax: 866.271.4391

with a copy to:

Bacchus Law Corporation
Suite 1820 – 925 West Georgia Street
Vancouver, British Columbia V6C 3L2

Attention: Christopher Little
Facsimile: 604.632.1730

(b) If to Natan:

Natan Resources Ltd.
Suite 2000 – 1177 West Hastings Street
Vancouver, British Columbia V6E 2K3

Attention: Brett Matich
Facsimile: 604.689.9940

with a copy to:

DuMoulin Black LLP
10th floor – 595 Howe Street
Vancouver, British Columbia V6C 2T5

Attention: Ryan S. Osing
Facsimile: 604.687.8772

or at such other address of which any party may, from time to time, advise the other parties by notice in writing given in accordance with the foregoing. The date of receipt of any such notice shall be deemed to be the date of delivery or faxing thereof.

7.4 **Assignment**. No party hereto may assign his or its rights or obligations under this Agreement or the Arrangement.

7.5 **Binding Effect**. This Agreement and the Arrangement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, administrators, executors and successors.

7.6 **Waiver and Modification**. Each of the parties may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants herein contained for their respective benefit or waiver or consent to the modification of any of the obligations of the other parties hereto. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent.

7.7 **Further Assurances**. Each party hereto shall, from time to time, and at all times hereafter, at the request of the other parties hereto, but without further consideration, do all such further acts and things and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

7.8 **Expenses**. Unless otherwise agreed by the parties, all out-of-pocket expenses of the parties relating to the Arrangement and the transactions contemplated hereby, including all Third Party Expenses, shall be paid by the party incurring such expenses.

7.9 **Consultation**. Natan and Wantsa agree to consult with each other as to the general nature of any news releases or public statements with respect to this Agreement or the Arrangement, and to use their respective reasonable efforts not to issue any news releases or public statements inconsistent with the results of such consultations. Subject to applicable Laws, each party shall use its reasonable efforts to enable the other parties to review and comment on all such news releases prior to the release thereof. Natan agrees to issue a news release with respect to the Arrangement as soon as practicable following the execution of this Agreement.

7.10 **Governing Laws**. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

7.11 **Counterparts**. This Agreement may be executed in one or more counterparts and by facsimile or other electronic means, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Execution page follows.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

NATAN RESOURCES LTD.

By: *"Sean McGrath"*
Authorized Signatory

UNITED MEDIA PARTNERS INC.

By: *"David Strebinger"*
Authorized Signatory

CARING CAPITAL CORPORATION

By: *"David Strebinger"*
Authorized Signatory

SIGNED, SEALED AND DELIVERED by **DAVID STREBINGER** in the presence of:

Name

Address

"David Strebinger"
DAVID STREBINGER

SIGNED, SEALED AND DELIVERED by **DONALD KIRKWOOD** in the presence of:

Name

Address

"Donald Kirkwood"
DONALD KIRKWOOD

EXHIBIT A

ARRANGEMENT RESOLUTION

SPECIAL RESOLUTION OF THE SHAREHOLDERS OF UNITED MEDIA PARTNERS INC.

BE IT RESOLVED THAT:

1. The arrangement (the "**Arrangement**") under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) (the "**Act**") involving United Media Partners Inc. ("**UMP**"), as more particularly described and set forth in the Information Circular (the "**Circular**") of UMP dated December ●, 2011 (as the Arrangement may be modified or amended), is hereby authorized, approved and adopted.

2. The Plan of Arrangement (the "**Plan of Arrangement**") involving UMP, the full text of which is set out as Exhibit B to the Arrangement Agreement made as of November 28th, 2011 among Natan Resources Ltd., UMP, Caring Capital Corporation, David Strebinger and Donald Kirkwood (the "**Arrangement Agreement**") (as the Plan of Arrangement may be or may have been amended), is hereby approved and adopted.

3. The Arrangement Agreement, the actions of the directors of UMP in approving the Arrangement Agreement and the actions of the directors and officers of UMP in executing and delivering the Arrangement Agreement and any amendments thereto in accordance with its terms are hereby ratified and approved.

4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of UMP (the "**Shareholders**") or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of UMP are hereby authorized and empowered (i) to amend the Arrangement Agreement, or the Plan of Arrangement to the extent permitted by the Arrangement Agreement, and (ii) not to proceed with the Arrangement without further approval of the Shareholders, but only if the Arrangement Agreement is terminated in accordance with Article 6 thereof.

5. Any officer or director of UMP is hereby authorized and directed for and on behalf of UMP to execute or cause to be executed, and to deliver or cause to be delivered, all such documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such authorization to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

EXHIBIT B

PLAN OF ARRANGEMENT UNDER THE PROVISIONS OF DIVISION 5 OF PART 9 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1
INTERPRETATION

1.1 **Definitions**. In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) "**Affiliate**" has the meaning set out in Section 2 of the Business Corporations Act;

(b) "**Arrangement**" means the arrangement under Division 5 of Part 9 of the Business Corporations Act on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 6.1 of the Arrangement Agreement or Article 5 hereof or made at the direction of the Court in the Final Order;

(c) "**Arrangement Filings**" means the records and information, if any, provided to the Registrar under Section 292(a) of the Business Corporations Act that the Registrar requires, and the records, if any, filed under Section 292(a) of the Business Corporations Act that the Registrar requires, to give effect to any provision of the Arrangement, together with a copy of the entered Final Order;

(d) "**Arrangement Agreement**" means the agreement made as of November 28, 2011 among Natan, UMP, Caring Capital Corporation, David Strebinger and Donald Kirkwood, as amended, supplemented and/or restated in accordance therewith prior to the Effective Date, providing for, among other things, the Arrangement;

(e) "**Arrangement Resolution**" means the special resolution of the holders of UMP Shares, to be substantially in the form and content of Exhibit A attached to the Arrangement Agreement;

(f) "**Business Corporations Act**" means the *Business Corporations Act* (British Columbia) as it may be amended from time to time;

(g) "**Business Day**" means any day on which commercial banks are open for business in Vancouver, British Columbia, other than a Saturday, a Sunday or a day observed as a holiday in Vancouver, British Columbia under the laws of the Province of British Columbia or the federal laws of Canada;

(h) "**Circular**" means the notice of the Meeting and accompanying information circular to be sent to holders of UMP Shares in connection with the Meeting;

(i) "**Consolidation**" means the consolidation of Natan Shares on the basis of five (5) Natan Shares being combined into one (1) Post Consolidation Natan Share;

(j) "**Court**" means the Supreme Court of British Columbia;

(k) "**Depositary**" means Computershare Investor Services Inc., at such offices as will be set out in the Letter of Transmittal;

(l) "**Dissent Procedures**" has the meaning set out in Section 3.1;

(m) "**Dissenting Shareholder**" means a holder of UMP Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures;

(n) "**Drop Dead Date**" means March 31, 2012, or such later date as may be agreed upon by Natan and UMP;

(o) "**Effective Date**" means the date which is five (5) Business Days after the date of the Final Order and filing of the Arrangement Filings if required under the Business Corporations Act, or such other date before the Drop Dead Date as may be mutually agreed upon by Natan and UMP;

(p) "**Effective Time**" means 11:00 a.m. (Pacific Time) on the Effective Date;

(q) "**Exchange**" means the TSX Venture Exchange;

(r) "**Final Order**" means the final order of the Court approving the Arrangement, granted pursuant to section 291(4) of the Business Corporations Act, as such order may be amended at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed;

(s) "**holder**" means: (i) when used with reference to any UMP Shares, the holder of such UMP Shares as shown from time to time on the central securities register maintained by or on behalf of UMP in respect of the UMP Shares; and (ii) when used with reference to Post Consolidation Natan Shares, the holder of such Post Consolidation Natan Shares shown from time to time on the central securities register maintained by or on behalf of Natan in respect of such Post Consolidation Natan Shares;

(t) "**Interim Order**" means the interim order of the Court made in connection with the process for obtaining securityholder approval of the Arrangement and related matters;

(u) "**ITA**" means the *Income Tax Act* (Canada);

(v) "**Letter of Transmittal**" means the Letter of Transmittal for use by holders of UMP Shares;

(w) "**Meeting**" means the special meeting of the holders of UMP Shares (including any adjournment thereof) that is to be convened as provided by the Interim Order to consider and, if deemed advisable, approve the Arrangement;

(x) "**Meeting Date**" means the date of the Meeting;

(y) "**Natan**" means Natan Resources Ltd., a company existing under the laws of the Province of British Columbia;

(z) "**Natan Shares**" means common shares in the authorized share structure of Natan;

(aa) "**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, company, unincorporated association or organization, government body, syndicate or other entity, whether or not having legal status;

(bb) "**Post Consolidation Natan Shares**" means common shares in the authorized share structure of Natan after giving effect to the Consolidation;

(cc) "**Registrar**" means the Registrar of Companies appointed under the Business Corporations Act;

(dd) "**UMP**" means United Media Partners Inc., a company existing under the laws of the Province of British Columbia; and

(ee) "**UMP Shares**" means common shares in the authorized share structure of UMP issued and outstanding immediately prior to the Effective Time.

1.2 **Sections and Headings.** The division of this Plan of Arrangement into sections and the insertion of headings are for reference purposes only and shall not affect the interpretation of this Plan of Arrangement. Unless otherwise indicated, any reference in this Plan of Arrangement to a section or an exhibit refers to the specified section of or exhibit to this Plan of Arrangement.

1.3 **Number, Gender and Persons**. In this Plan of Arrangement, unless the context otherwise requires, words importing the singular number include the plural and *vice versa* and words importing any gender include all genders.

1.4 **Date for any Action**. If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

ARTICLE 2
ARRANGEMENT

2.1 **Arrangement Agreement**. This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms a part of the Arrangement Agreement.

2.2 **Binding Effect**. This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on (i) UMP, (ii) Natan, and (iii) all holders of UMP Shares.

2.3 **Arrangement**. Commencing at the Effective Time, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

(a) each UMP Share, other than a UMP Share held by a holder who has exercised its rights of dissent and is ultimately entitled to be paid fair value for its UMP Shares, will be exchanged by the holder thereof, without any further act or formality and free and clear of all liens, claims and encumbrances, for one (1) fully paid and non-assessable Post Consolidation Natan Share, and the name of each such holder will be removed from the central securities register of UMP and added to the central securities register of Natan; and

(b) Natan will in exchange acquire all of the UMP Shares and will be entered on the central securities register of UMP as the holder of all of the UMP Shares.

ARTICLE 3
RIGHTS OF DISSENT

3.1 **Rights of Dissent**. Holders of UMP Shares may exercise rights of dissent with respect to such shares pursuant to and in the manner set forth in Section 237 to 247 of the Business Corporations Act and this Section 3.1 (the "**Dissent Procedures**") in connection with the Arrangement; provided that, notwithstanding Subsection 242(1)(a) of the Business Corporations Act, the written objection to the Arrangement Resolution referred to in Subsection 242(1)(a) of the Business Corporations Act must be received by UMP not later than 5:00 p.m. (Pacific Time) on the last Business Day preceding the Meeting Date. Holders of UMP Shares who duly exercise such rights of dissent and who:

(a) are ultimately entitled to be paid fair value for their UMP Shares, shall be deemed to have transferred such UMP Shares to Natan as of the Effective Time without any further act or formality and free and clear of all liens, claims and encumbrances, in consideration for the payment by Natan of the fair value thereof, in cash; or

(b) are ultimately not entitled, for any reason, to be paid fair value for their UMP Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of UMP Shares and shall receive Post Consolidation Natan Shares on the basis determined in accordance with Section 2.3(a);

but in no case shall Natan, UMP or any other Person be required to recognize such holders as holders of UMP Shares after the Effective Time, and the names of such holders of UMP Shares shall be removed from the central securities register of UMP at the Effective Time.

ARTICLE 4
CERTIFICATES

4.1 **Exchange of Certificates for Post Consolidation Natan Shares**. Natan shall, as soon as practicable following the later of the Effective Date and the surrender to the Depositary for cancellation of certificates that, immediately before the Effective Time, represented a holder's UMP Shares, together with a duly completed Letter of Transmittal and such other documents and instruments as would have been required to effect the transfer of the shares formerly represented by such certificates under the Business Corporations Act and the articles of UMP and such additional documents and instruments as the Depositary may reasonably require, cause the Depositary to deliver to such holder one or more certificates representing that number of Post Consolidation Natan Shares which such holder has the right to receive (together with any dividends or distributions with respect thereto pursuant to Section 4.2) and the certificates so surrendered shall forthwith be cancelled. In the event of a transfer of ownership of UMP Shares which is not registered in the transfer records of UMP, one or more certificates representing the proper number of Post Consolidation Natan Shares may be issued to the transferee if the certificates representing such UMP Shares are presented to the Depositary, accompanied by all documents required to evidence and effect such transfer to the transferee. Until surrendered as contemplated by this Section 4.1, each certificate which immediately prior to the Effective Time represented one or more outstanding UMP Shares shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender (i) the certificates representing Post Consolidation Natan Shares as contemplated by this Section 4.1, and (ii) any dividends or distributions with a record date after the Effective Time theretofore paid or payable with respect to Post Consolidation Natan Shares as contemplated by Section 4.2.

4.2 **Distributions with Respect to Unsurrendered Certificates**. No dividends or other distributions declared or made after the Effective Time with respect to Post Consolidation Natan Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding UMP Shares that were exchanged pursuant to Section 2.3(a), unless and until the holder of record of such certificates shall surrender such certificates in accordance with Section 4.1. Subject to applicable law, at the time of such surrender of any such certificates (or in the case of clause (ii) below, at the appropriate payment date), there shall be paid to the holder of record of the certificates formerly representing UMP Shares, without interest, (i) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such Post Consolidation Natan Shares and (ii) on the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such Post Consolidation Natan Shares.

4.3 **No Fractional Shares**. No certificates or scrip representing fractional Post Consolidation Natan Shares shall be issued upon the surrender for exchange of certificates pursuant to Section 4.1 and no dividend, stock split or other change in the capital structure of Natan shall relate to any such fractional security and such fractional interests shall not entitle the owner thereof to exercise any rights as a security holder of Natan. The aggregate number of Post Consolidation Natan Shares for which no certificates are issued as a result of the foregoing provisions of this Section 4.3 shall be deemed to have been surrendered by the owners thereof to Natan for no additional consideration at the Effective Time.

4.4 **Lost Certificates**. In the event any certificate which immediately prior to the Effective Time represented one or more outstanding UMP Shares that were exchanged pursuant to Section 2.3(a) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing one or more Post Consolidation Natan Shares (and any dividends or distributions with respect thereto) deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom one or more certificates representing Post Consolidation Natan Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to Natan and its transfer agent in such sum as Natan may direct or otherwise indemnify Natan and the transfer agent in a manner satisfactory to Natan and the transfer agent against any claim that may be made against them with respect to the certificate alleged to have been lost, stolen or destroyed.

4.5 **Extinction of Rights**. Any certificate which immediately prior to the Effective Time represented outstanding UMP Shares that were exchanged pursuant to Section 2.3(a) and not deposited, with all other instruments required by Section 4.1 on or prior to the third anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature as a shareholder of Natan. On such date, the Post Consolidation Natan Shares to which the former registered holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered to Natan together with all entitlements to dividends, distributions and interest thereon held for such former registered holder. None of Natan, UMP or the Depositary shall be liable to any Person in respect of any Post Consolidation Natan Shares (or dividends, distributions and interest in respect thereof) delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

4.6 **Withholding and Sale Rights**. Each of Natan and the Depositary shall be entitled to deduct and withhold from (i) any Post Consolidation Natan Shares or other consideration otherwise issuable or payable pursuant to this Plan of Arrangement to any holder of UMP Shares, or (ii) any dividend or consideration otherwise payable to any holder of UMP Shares or Post Consolidation Natan

Shares such amounts as Natan or the Depositary, respectively, is required to deduct and withhold with respect to such issuance or payment, as the case may be, under the ITA, the United States Internal Revenue Code of 1986 or any provision of provincial, state, local or foreign tax law, in each case as amended. To the extent that the amount so required to be deducted or withheld from the Post Consolidation Natan Shares, dividends or consideration otherwise issuable or payable to a holder exceeds the cash portion of the consideration otherwise payable to such holder, each of Natan and the Depositary is hereby authorized to sell or otherwise dispose of, at such times and at such prices as it determines, in its sole discretion, such portion of the Post Consolidation Natan Shares otherwise issuable or payable to such holder as is necessary to provide sufficient funds to Natan or the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement, and shall notify the holder thereof and remit to such holder any unapplied balance of the net proceeds of such sale or disposition (after deducting applicable sale commissions and any other reasonable expenses relating thereto) in lieu of the Post Consolidation Natan Shares or other consideration so sold or disposed of. To the extent that amounts are so withheld or Post Consolidation Natan Shares or other consideration are so sold or disposed of, such withheld amounts, or shares or other consideration so sold or disposed of, shall be treated for all purposes as having been paid to the holder of the shares in respect of which such deduction, withholding, sale or disposition was made, provided that such withheld amounts, or the net proceeds of such sale or disposition, as the case may be, are actually remitted to the appropriate taxing authority. Neither Natan nor the Depositary shall be obligated to seek or obtain a minimum price for any of the Post Consolidation Natan Shares or other consideration sold or disposed of by it hereunder, nor shall any of them be liable for any loss arising out of any such sale or disposition.

ARTICLE 5
AMENDMENTS

5.1 UMP reserves the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/ or supplement must be (i) set out in writing, (ii) approved by Natan, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to holders of UMP Shares if and as required by the Court.

5.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by UMP at any time prior to the Meeting (provided that Natan shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

5.3 Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Meeting shall be effective only if (i) it is consented to by each of UMP and Natan, and (ii) if required by the Court, it is consented to by holders of the UMP Shares voting in the manner directed by the Court.

5.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Natan, provided that it concerns a matter which, in the reasonable opinion of Natan, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of UMP Shares.

ARTICLE 6
FURTHER ASSURANCES

6.1 Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done or executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

EXHIBIT C

WANTSA DISCLOSURE SCHEDULE

Section 3.1.5

Issued Shares and Convertible Securities

Wantsa Shares

Name of Registered Holder	Number of Shares	Securities Law Exemptions Relied Upon (Canada/US, as applicable)	Restrictive Legend(s)
[Redacted: Violation of Confidentiality Provisions]	182,500	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	62,500	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	25,000	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	18,750	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	25,000	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	18,750	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	500	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S &NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	1,250	Regulation S & NI 45-106 s. 2.4	Regulation S

Name of Registered Holder	**Number of Shares**	**Securities Law Exemptions Relied Upon (Canada/US, as applicable)**	**Restrictive Legend(s)**
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	1,250	Regulation S &NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	1,250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	1,250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	750	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	1,250	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	750	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	75,952	s. 4(2)	*U.S. Securities Act*

Name of Registered Holder	**Number of Shares**	**Securities Law Exemptions Relied Upon (Canada/US, as applicable)**	**Restrictive Legend(s)**
[Redacted: Violation of Confidentiality Provisions]	90,000	s. 4(2)	Restriction on Transfer & Regulation S (1)
[Redacted: Violation of Confidentiality Provisions]	100,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	100,000	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	100,000	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	50,000	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	25,000	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	25,000	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	25,000	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	1,375,000	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	30,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	60,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	10,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	10,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	25,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	100,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S

Name of Registered Holder	**Number of Shares**	**Securities Law Exemptions Relied Upon (Canada/US, as applicable)**	**Restrictive Legend(s)**
[Redacted: Violation of Confidentiality Provisions]	100,000	Regulation S & NI 45-106 s. 2.4	Regulation S & Restriction on Transfer
[Redacted: Violation of Confidentiality Provisions]	15,000	s. 4(2) & NI 45-106 s. 2.4	Restriction on Transfer & *U.S. Securities Act*
[Redacted: Violation of Confidentiality Provisions]	25,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & *U.S. Securities Act*
[Redacted: Violation of Confidentiality Provisions]	50,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	47,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	30,000	s. 4(2) & NI 45-106 s. 2.4	Restriction on Transfer & *U.S. Securities Act*
[Redacted: Violation of Confidentiality Provisions]	20,000	s. 4(2) & NI 45-106 s. 2.4	Restriction on Transfer & *U.S. Securities Act*
[Redacted: Violation of Confidentiality Provisions]	25,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	5,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	10,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	6,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	16,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	8,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	25,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	250,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S

Name of Registered Holder	**Number of Shares**	**Securities Law Exemptions Relied Upon (Canada/US, as applicable)**	**Restrictive Legend(s)**
[Redacted: Violation of Confidentiality Provisions]	10,000	Regulation S & NI 45-106 s. 2.4	Regulation S
[Redacted: Violation of Confidentiality Provisions]	32,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	100,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	300,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	300,000	Regulation S & NI 45-106 s. 2.4	Restriction on Transfer & Regulation S
[Redacted: Violation of Confidentiality Provisions]	164,075	NI 45-106 s. 2.5	Restriction on Transfer & Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	140,000	NI 45-106 s. 2.5	Restriction on Transfer & Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	140,000	NI 45-106 s. 2.5	Restriction on Transfer & Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	160,000	NI 45-106 s. 2.5	Restriction on Transfer & Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	40,000	Regulation S & NI 45-106 s. 2.3	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	9,000	s. 4(2) & NI 45-106 s. 2.5	*U.S. Securities Act* (3)
[Redacted: Violation of Confidentiality Provisions]	18,000	s. 4(2) & NI 45-106 s. 2.5	*U.S. Securities Act* (3)
[Redacted: Violation of Confidentiality Provisions]	10,000	s. 4(2) & NI 45-106 s. 2.5	*U.S. Securities Act* (3)
[Redacted: Violation of Confidentiality Provisions]	29,587	NI 45-106 s. 2.24	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	120,858	NI 45-106 s. 2.24	Regulation S (2)

Name of Registered Holder	**Number of Shares**	**Securities Law Exemptions Relied Upon (Canada/US, as applicable)**	**Restrictive Legend(s)**
[Redacted: Violation of Confidentiality Provisions]	76,562	NI 45-106 s. 2.24	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	10,294	NI 45-106 s. 2.24	*U.S. Securities Act* (3)
[Redacted: Violation of Confidentiality Provisions]	7,500	NI 45-106 s. 2.26	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	7,500	NI 45-106 s. 2.26	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	150,000	NI 45-106 s. 2.5	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	150,000	NI 45-106 s. 2.5	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	17,048	s. 4(2) & NI 45-106 s. 2.5	*U.S. Securities Act* (3)
[Redacted: Violation of Confidentiality Provisions]	16,550	NI 45-106 s. 2.5	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	10,938	NI 45-106 s. 2.5	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	10,938	NI 45-106 s. 2.5	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	10,938	NI 45-106 s. 2.5	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	7,501	s. 4(2) & NI 45-106 s. 2.5	*U.S. Securities Act* (3)
[Redacted: Violation of Confidentiality Provisions]	3,698	NI 45-106 s. 2.5	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	40,000	NI 45-106 s. 2.3	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	7,666	NI 45-106 s. 2.5	Regulation S (2)

Name of Registered Holder	**Number of Shares**	**Securities Law Exemptions Relied Upon (Canada/US, as applicable)**	**Restrictive Legend(s)**
[Redacted: Violation of Confidentiality Provisions]	50,000	NI 45-106 s. 2.3	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	20,000	NI 45-106 s. 2.3	Regulation S (2)
[Redacted: Violation of Confidentiality Provisions]	1,425,905	NI 45-106 s. 2.24	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	15,000	s. 4(2) & NI 45-106 s. 2.24	*U.S. Securities Act* (3)
[Redacted: Violation of Confidentiality Provisions]	1,650	NI 45-106 s. 2.5	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	15,000	NI 45-106 s. 2.5	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	8,600	NI 45-106 s. 2.5	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	8,600	NI 45-106 s. 2.5	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	2,986,550	Regulation S & NI 45-106 s. 2.4	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	33,333	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	33,333	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	165,000	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	70,000	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	188,888	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	266,666	s. 4(2) & NI 45-106 s. 2.10	*U.S. Securities Act* & NI 45-102

Name of Registered Holder	**Number of Shares**	**Securities Law Exemptions Relied Upon (Canada/US, as applicable)**	**Restrictive Legend(s)**
[Redacted: Violation of Confidentiality Provisions]	35,667	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	100,000	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	33,333	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	33,334	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	68,000	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	33,333	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	133,000	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	33,333	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	16,047	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	34,082	NI 45-106 s. 2.5	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	189,587	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	40,606	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	128,766	NI 45-106 s. 2.24	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	11,361	NI 45-106 s. 2.24	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	20,000	NI 45-106 s. 2.24	NI 45-102

Name of Registered Holder	Number of Shares	Securities Law Exemptions Relied Upon (Canada/US, as applicable)	Restrictive Legend(s)
[Redacted: Violation of Confidentiality Provisions]	19,293	NI 45-106 s. 2.24	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	16,801	NI 45-106 s. 2.24	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	10,000	s. 4(2) & NI 45-106 s. 2.24	*U.S. Securities Act* & NI 45-102
[Redacted: Violation of Confidentiality Provisions]	34,000	NI 45-106 s. 2.3	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	3,000	NI 45-106 s. 2.24	NI 45-102
[Redacted: Violation of Confidentiality Provisions]	5,000	NI 45-106 s. 2.24	(4)
[Redacted: Violation of Confidentiality Provisions]	23,247	NI 45-106 s. 2.24	(4)
[Redacted: Violation of Confidentiality Provisions]	5,000	NI 45-106 s. 2.24	(4)
[Redacted: Violation of Confidentiality Provisions]	6,250	NI 45-106 s. 2.24	(4)
[Redacted: Violation of Confidentiality Provisions]	6,250	s. 4(2) & NI 45-106 s. 2.24	(4)
[Redacted: Violation of Confidentiality Provisions]	9,999	s. 4(2) & NI 45-106 s. 2.24	(4)
[Redacted: Violation of Confidentiality Provisions]	29,151	NI 45-106 s. 2.24	(4)
[Redacted: Violation of Confidentiality Provisions]	2,500	s. 4(2) & NI 45-106 s. 2.24	(4)
[Redacted: Violation of Confidentiality Provisions]	1	NI 45-106 s. 2.24	(4)
[Redacted: Violation of Confidentiality Provisions]	5,000	NI 45-106 s. 2.24	(4)

Name of Registered Holder	Number of Shares	Securities Law Exemptions Relied Upon (Canada/US, as applicable)	Restrictive Legend(s)
[Redacted: Violation of Confidentiality Provisions]	125,000	NI 45-106 s. 2.3	(4)
[Redacted: Violation of Confidentiality Provisions]	14,300	NI 45-106 s. 2.3	(4)
[Redacted: Violation of Confidentiality Provisions]	192,399	NI 45-106 s. 2.24	(4)
[Redacted: Violation of Confidentiality Provisions]	334,727	NI 45-106 s. 2.24	(4)
Total	**12,318,247**		

(1) The Regulation S legend on this certificate should instead be a *U.S. Securities Act* legend.
(2) The Regulation S legends on these certificates should instead be NI 45-102 legends.
(3) The *U.S. Securities Act* legends on these certificates should be supplemented with NI 45-102 legends.
(4) Certificates representing these shares have not been printed.

Wantsa Options

Name of Holder	Number of Options	Date of Grant	Exercise Price ($)	Expiry Date	Vesting Date(s)
[Redacted: Violation of Confidentiality Provisions]	20,000	May 20, 2008	0.50	May 20, 2013	Immediately upon grant
[Redacted: Violation of Confidentiality Provisions]	20,000	May 20, 2008	0.50	May 20, 2013	Immediately upon grant
[Redacted: Violation of Confidentiality Provisions]	1,500	October 1, 2009	1.25	September 30, 2012	Immediately upon grant
[Redacted: Violation of Confidentiality Provisions]	1,000	September 30, 2010	1.25	September 30, 2013	Immediately upon grant
Total	**42,500**				

Schedule 3.1.8

Working Capital Statement

Attached hereto.

Schedule 3.1.15

Employment and Employee Benefit Matters

Name	Position and Entity
[Redacted: Violation of Confidentiality Provisions]	President & Chief Executive Officer – Wantsa & Wantsa Canada
[Redacted: Violation of Confidentiality Provisions]	Software Developer – Wantsa Canada
[Redacted: Violation of Confidentiality Provisions]	Software Application Developer – Wantsa Canada
[Redacted: Violation of Confidentiality Provisions]	Software QA & Test Engineer – Wantsa Canada
[Redacted: Violation of Confidentiality Provisions]	Product Manager – Wantsa Canada
[Redacted: Violation of Confidentiality Provisions]	Software Developer – Wantsa Canada
[Redacted: Violation of Confidentiality Provisions]	UK-based Consultant – Wantsa Canada
[Redacted: Violation of Confidentiality Provisions]	US-based Consultant – Wantsa Canada(1)

(1) Verbal arrangement to provide services in exchange for compensation of $1,500 per month.

Schedule 3.1.19

Leases and Leased Property

Property Description	Date of Lease	Parties
1160 Terra Bella Avenue Mountain View, CA 94043	March 15, 2011	*[Redacted: Seriously prejudicial to the interests of the Issuer.]*
380 – 1100 Melville Street Vancouver, BC V6E 4A6	July 1, 2011	Wantsa Canada & Sun Life Assurance Co. & Concert Real Estate Corp.

Schedule 3.1.20

Insurance

Type of Policy and Insurer	Date of Policy	Policy Number	Policy Period
Key Man Policy – Transamerica Life Canada	August 20, 2008	*[Redacted: Seriously prejudicial to the interests of the Issuer.]*	To July 24, 2012
CGL Policy for Vancouver premises – Lloyd's of London	May 29, 2011	*[Redacted: Seriously prejudicial to the interests of the Issuer.]*	May 29, 2011 – May 29, 2012
D&O Policy – Great American Insurance Company	March 2, 2011	*[Redacted: Seriously prejudicial to the interests of the Issuer.]*	March 2, 2011 – March 2, 2012
Excess D&O Policy – Great American Insurance Company	March 2, 2011	*[Redacted: Seriously prejudicial to the interests of the Issuer.]*	March 2, 2011 – March 2, 2012
CGL Policy for California premises – Sentinel Insurance Co.	June 1, 2011	*[Redacted: Seriously prejudicial to the interests of the Issuer.]*	June 1, 2011 – June 1, 2012
Workers Compensation and Employer's Liability Policy – American Cas. Co.	June 1, 2011	*[Redacted: Seriously prejudicial to the interests of the Issuer.]*	June 1, 2011 – June 1, 2012

Schedule 3.1.21

Material Agreements

Name of Agreement	Execution Date	Parties
Deal Origination and Publishing Services Agreement	June 17, 2011 (amended August 26, 2011)	Wantsa Canada & Metroland Media Group Ltd.
Deals Platform Services Agreement	August 22, 2011	Wantsa Canada & AdsLocalUBL.org, Inc.
Product and Services Agreement	August 1, 2011	Wantsa Canada & Sun-Times Media Productions, LLC
Deal Origination and Publishing Services Agreement	March 11, 2011 (amended April 5, 2011)	Wantsa Canada & Time Out Digital Limited
Deal Origination and Publishing Services Agreement	March 30, 2011	Wantsa Canada & Scharepon, Inc.
API License Agreement	May 11, 2010	Wantsa Canada & The DealMap
Master Subscription Agreement	September 20, 2010	Wantsa Canada & JWire Inc.
Loan Agreement – Oral	October 25, 2011	Wantsa & Donald Kirkwood(1)
Software Development Agreement	May 16, 2011	Wantsa & Sourcebits Inc.
Loan Agreement – Oral	November 24, 2011	Wantsa & Donald Kirkwood(2)

(1) In the amount of $80,000 at 2% interest for a one year term, secured by a first charge on the SR&ED tax credits of Wantsa for its fiscal year ended September 30, 2011.

(2) In the amount of $220,000 at 2% interest for a one year term, secured by a first charge on the SR&ED tax credits of Wantsa for its fiscal year ended September 30, 2011.

Schedule 3.1.25

Banking Information

Name of Entity	Name of Institution	Municipal Address of Institution	Authorized Person
Wantsa	Bank of America – US$ Account	1 Fleet Way Scranton, PA 18507	David Strebinger
Wantsa	HSBC Bank USA NA – US$ Account	P.O. Box 9 Buffalo, NY 14240	David Strebinger
Wantsa Canada	HSBC Bank Canada – C$ Account	885 West Georgia Street Vancouver, BC V6C 3GI	David Strebinger
Wantsa Canada	HSBC Bank Canada – US$ Account	885 West Georgia Street Vancouver, BC V6C 3GI	David Strebinger
Wantsa Canada	PayPal Accounts – C$, US$ and GBP	CAN – online	David Strebinger
Wantsa USA	HSBC Bank USA NA – US$ Reserve Account	P.O. Box 9 Buffalo, NY 14240	David Strebinger
Wantsa USA	HSBC Bank USA NA – US$ Operating Account	P.O. Box 9 Buffalo, NY 14240	David Strebinger
Wantsa UK	PayPal Account – GBP	UK – online	David Strebinger

Schedule 3.1.32

Intellectual Property

Type of Property	Name	Region	File Number	Status
Patent Application	Platform and Tools for Deal Facilitation	United States	61/511,972	Filed
Patent Application	Search queries and advertising platforms utilizing at least one social graph	United States	12/730,624	Filed
Trademark	"WANTSA"	Canada	TMA788,921	Registered
Trademark Application	"WANTSA"	United States	77/797,010	Filed
Trademark Application	"DITTO"	United States	77/857,689	Filed
Trademark Application	"I AGREE"	United States	77/857,714	Filed
Trademark Applications	WANTSA symbol	Canada	1,471,901	Filed
Trademark Application	WANTSA symbol	Canada	1,471,902	Filed
Trademark Application	WANTSA symbol	United States	85/052,670	Filed
Trademark Application	WANTSA symbol	United States	85/052,679	Filed

Working Capital Schedule
Estimated
As at October 31, 2011

Cash & cash equivalents	183,000
Other Receivables	474,794
Prepaids & Deposits	35,933
Current Assets	693,727
Accts payable & Accr. Liabilities	752,857
Shareholder Loans	80,000
Current Liabilities	832,857
Working Capital	(139,130)