AMENDED AND RESTATED AGENCY AGREEMENT

THIS AGREEMENT made as of the 12th day of September, 2011;

BETWEEN

WANGTON CAPITAL CORP.,
801 – 6th Avenue S.W., Suite 1710
Calgary, Alberta T2P 3W2

(the "**Corporation**");

AND

PI FINANCIAL CORP.,
1900-666 Burrard Street
Vancouver, British Columbia V6C 3N1

(the "**Agent**").

WHEREAS the Corporation wishes to issue and sell a minimum of 4,000,000 common shares and a maximum of 8,000,000 common shares in the capital of the Corporation (the **"Offered Shares"**) at a price of $0.10 per Offered Share, by way of a Prospectus (as defined herein) for gross proceeds of a minimum of $400,000 and a maximum of $800,000 (the "**Offering**");

AND WHEREAS the Corporation has agreed to file a Prospectus in accordance with the Securities Laws (as defined herein) in the Qualifying Provinces (as defined herein) in order to qualify for distribution the Offered Shares, the Compensation Options (as defined herein) and the Incentive Stock Options (as defined herein);

AND WHEREAS the Corporation has agreed to retain the Agent as its exclusive agent with respect to the Offering;

AND WHEREAS the Corporation and the Agent entered into an agency agreement dated June 9, 2011 (the "**Original Agency Agreement**") and have agreed to amend certain terms contained in the Original Agency Agreement subject to the terms and conditions specified herein;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 For the purposes of this Agreement, including the recitals and any amendment hereto, the following words and phrases shall have the following meanings:

(a) "**Agent**" has the meaning ascribed thereto on the face page of this Agreement;

(b) "**Agent's Commission**" has the meaning ascribed thereto in Article 7;

(c) "**Agreement**" means this amended and restated agency agreement;

(d) "**Agreement in Principle**" has the meaning given in Policy 2.4;

(e) "**Business Day**" means any day other than a Saturday, Sunday or statutory or civic holiday in the city of Toronto, Ontario;

(f) "**Closing**" means the completion of the transactions herein contemplated on the Closing Date;

(g) "**Closing Date**" means such date to be agreed to by the Corporation and the Agent;

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

(i) "**Compensation Option**" has the meaning ascribed thereto in Article 7;

(j) "**Compensation Share**" has the meaning ascribed thereto in Article 7;

(k) "**Corporation**" has the meaning ascribed thereto on the face page of this Agreement;

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

(m) "**Final Prospectus**" means the amended and restated (final) long form prospectus of the Corporation amending and restating the (final) long form prospectus of the Corporation dated June 9, 2011, prepared in accordance with NI 41-101 and Form 3A of the Exchange Corporate Finance Manual and filed in each of the Qualifying Provinces;

(n) "**Final Receipt**" means the receipt issued by the Principal Regulator, in accordance with Multilateral Instrument 11-102 *Passport System* and National Policy 11-202 - *Process for Prospectus Review in Multiple Jurisdictions*, evidencing that a receipt has been issued in respect of the Final Prospectus by each of the Securities Commissions;

(o) "**Incentive Stock Options**" means the incentive stock options to be granted to the directors and officers of the Corporation to purchase an aggregate of a minimum of 660,000 Common Shares and a maximum of 1,060,000 Common Shares at a price of $0.10 per Common Share;

(p) "**material change**" has the meaning ascribed thereto under Securities Laws;

(q) "**material fact**" has the meaning ascribed thereto under Securities Laws;

(r) "**NI 41-101**" means National Instrument 41-101 - *General Prospectus Requirements* adopted by the Securities Commissions;

(s) "**Offered Shares**" has the meaning ascribed thereto on the face page of this Agreement;

(t) "**Offering**" has the meaning ascribed thereto on the face page of this Agreement;

(u) "**Original Agency Agreement**" has the meaning ascribed thereto on the face page of this Agreement;

(v) "**Policy 2.4**" means Policy 2.4 of the Exchange Corporate Finance Manual entitled "Capital Pool Companies" and shall include all orders, policies, rules, regulations, by-laws and procedures of the Securities Commissions and the Exchange pertaining to capital pool companies;

(w) "**Preliminary Prospectus**" means the preliminary long form prospectus of the Corporation dated May 11, 2011, prepared in accordance with NI 41-101 and Form 3A of the Exchange Corporation Finance Manual and filed in each of the Qualifying Provinces;

(x) "**Principal Regulator**" means the Alberta Securities Commission;

(y) "**Prospectus**" means, collectively, the Preliminary Prospectus and the Final Prospectus;

(z) "**Purchasers**" means those subscribers who purchase Offered Shares pursuant to the Offering;

(aa) "**Qualifying Provinces**" means the Provinces of British Columbia and Alberta, and such other jurisdictions as may be agreed to by the Corporation and the Agent;

(bb) "**Qualifying Transaction**" has the meaning given in Policy 2.4;

(cc) "**Securities Laws**" means, collectively, all applicable securities laws of each of the Qualifying Provinces and the respective rules and regulations under such laws together with applicable published instruments, policies, notices and orders of the Securities Commissions as well as the policies and rules of the Exchange;

(dd) "**Securities Commissions**" means, collectively, the British Columbia Securities Commission and the Alberta Securities Commission;

(ee) "**Supplementary Material**" means, collectively, (i) any amendment or supplement to the Prospectus, and (ii) any other documents or ancillary materials that may be filed by or on behalf of the Corporation under Securities Laws relating to the qualification for distribution of, *inter alia*, the Offered Shares; and

(ff) "**Time of Closing**" means 10:00 a.m. (Calgary time) on the Closing Date or such other time on the Closing Date as the Corporation and the Agent may agree.

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

1.3 The division of this Agreement into articles, sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections, subsections, paragraphs and other subdivisions are to articles, sections, subsections, paragraphs and other subdivisions of this Agreement.

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

ARTICLE 2
APPOINTMENT OF AGENT

2.1 Subject to the terms hereof, the Agent is hereby appointed by the Corporation as, and the Agent hereby agrees to act as, the exclusive agent of the Corporation to solicit subscriptions from Purchasers on a commercially reasonable efforts basis to purchase Offered Shares pursuant to the

Offering. The Agent may retain as sub-agents other registered securities dealers in the Qualifying Provinces (the "**Selling Group**") and may receive subscriptions from such securities dealers, provided however, that the Corporation will not be liable for payment of any compensation or fees to the Selling Group. The Agent shall act as agent only and shall be under no obligation to purchase any of the Offered Shares. The Agent shall be under no liability for any failure to sell any or all of the Offered Shares offered hereunder or to engage a Selling Group, provided however that the Agent uses commercially reasonable efforts to obtain subscriptions to purchase all of the Offered Shares.

2.2 The Agent shall secure from each proposed Purchaser such certificates, documents and forms as may be required by Securities Laws and such questionnaires, undertakings and other material as may, in the opinion of the Agent or its counsel, be required by the Exchange.

ARTICLE 3
DUE DILIGENCE

3.1 Prior to the Time of Closing, the Agent and its legal counsel will be provided with timely access to all information required to permit them to conduct a full due diligence investigation of the Corporation and its business operations, properties, assets, affairs, prospects and financial condition. In particular, the Agent shall be permitted to conduct all due diligence that it may, in its sole discretion, reasonably require in order to fulfil its obligations under Securities Laws or that may be considered to be necessary or appropriate by the Agent, and in that regard, the Corporation will make available to the Agent and its legal counsel, on a timely basis, all corporate and operating records, contracts, financial information, budgets, key officers, and other relevant information necessary in order to complete the due diligence investigation of the Corporation and its business, properties, assets, affairs and financial condition as well as its directors, officers and employees. Without limiting the scope of the due diligence inquiries the Agent may conduct, the Corporation shall participate in one or more due diligence sessions to be held prior to the Time of Closing at which management and certain or all of the Directors of the Corporation, the Corporation's auditors' and the Corporation's legal counsel shall participate. The Corporation agrees that it will make whatever arrangements are necessary with its auditors to permit its auditors to participate in any due diligence investigations or meetings requested by the Agent. All information furnished to the Agent and its counsel in connection with the due diligence investigations of the Agent will be treated by the Agent and its legal counsel as confidential and will only be used in connection with the Agent's engagement hereunder.

ARTICLE 4
FILING OF THE PROSPECTUS AND QUALIFICATION FOR DISTRIBUTION

4.1 As soon as possible after any comments of the Securities Commissions have been satisfied with respect to the Preliminary Prospectus, the Corporation shall (i) prepare and file the Final Prospectus and other related documents in respect of the proposed distribution of the Offered Shares, in accordance with Securities Laws, (ii) obtain the Final Receipt, and (iii) fulfil and comply with, to the reasonable satisfaction of the Agent, Securities Laws required to be fulfilled or complied with by the Corporation to enable the Offered Shares to be lawfully distributed to the public in the Qualifying Provinces through the Agent or any Selling Group in the Qualifying Provinces.

4.2 Until the date on which the distribution of the Offered Shares is completed, the Corporation will promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required under Securities Laws to continue to qualify the distribution of the Offered

Shares or, in the event that the Offered Shares have, for any reason, ceased to so qualify, to so qualify again such securities, as applicable, for distribution.

4.3 Prior to the filing of the Prospectus, the Corporation shall permit the Agent to participate fully in the preparation of the Prospectus and it shall be a condition precedent to the Agent's execution of any certificate in the Prospectus that the Agent be satisfied as to the form and substance of the document.

ARTICLE 5
DELIVERY OF OFFERING DOCUMENTS AND RELATED MATTERS

5.1 The Corporation shall cause commercial copies of the Prospectus to be delivered to the Agent without charge, in such numbers and in such cities in the Qualifying Provinces as the Agent may reasonably request. Such delivery of the Prospectus shall be effected as soon as practicable after filing the subject Prospectus, but in no event later than 12:00 p.m. (Toronto time) on the second Business Day after Agent has requested such commercial copies of the subject Prospectus. The Corporation will similarly cause to be delivered to the Agent, in such cities in the Qualifying Provinces as the Agent may request, commercial copies of any Supplementary Material required or intended to be delivered to Purchasers or prospective purchasers of the Offered Shares. Each delivery of the Prospectus or any Supplementary Material will have constituted and will constitute the Corporation's consent to the use of the Prospectus and any Supplementary Material by the Agent for the distribution of the Offered Shares in the Qualifying Provinces in compliance with the provisions of this Agreement.

5.2 Each delivery of the Prospectus and any Supplementary Material to the Agent by the Corporation will constitute the representation and warranty of the Corporation to the Agent that (except for information and statements relating solely to the Agent and furnished by it specifically for use in the Prospectus), at the respective times of delivery:

(a) the information and statements contained in the Prospectus and any Supplementary Material contain no misrepresentation;

(b) the Prospectus, as amended by any Supplementary Material, constitute full, true and plain disclosure of all material facts relating to the Corporation and the Offered Shares; and

(c) each of the Prospectus and the Supplementary Material fully complied in all material respects with the requirements of Securities Laws pursuant to which it was filed.

ARTICLE 6
MATERIAL CHANGES DURING THE DISTRIBUTION

6.1 The Corporation will promptly inform the Agent in writing during the period prior to the completion of the distribution of the Offered Shares of the full particulars of:

(a) any material change (whether actual, anticipated, threatened, contemplated) in respect of the Corporation, considered on a consolidated basis;

(b) any material fact (that has arisen or has been discovered) that would have been required to have been stated in the Prospectus or any Supplementary Material had that fact arisen or been discovered on, or prior to, the date of the Prospectus or any Supplementary Material, as the case may be; and

(c) any change in any material fact or any misstatement of any material fact contained in any of the Prospectus or any Supplementary Material, or the existence of any new material fact

in all cases which material change or new material fact is, or may reasonably be expected to be, of such a nature as:

(d) to render any of the Prospectus or any Supplementary Material, as they exist taken together in their entirety immediately prior to such material change or new material fact, misleading or untrue in any respect or would result in any of such documents, as they exist taken together in their entirety immediately prior to such material change or new material fact, containing a misrepresentation;

(e) would result in any of the Prospectus or any Supplementary Material, as they exist taken together in their entirety immediately prior to such material change or material fact, not complying with any Securities Laws; or

(f) would reasonably be expected to have a material effect on the market price or value of any of the Offered Shares or constitute a material adverse effect as it relates to Corporation.

6.2 The Corporation shall comply with section 57 of the *Securities Act* (Ontario) and with the comparable provisions of Securities Laws, and the Corporation will prepare and will file or deliver promptly at the request of the Agent, any Supplementary Material, which, in the opinion of the Agent, may be necessary and will until the distribution of the Offered Shares is complete, otherwise comply with all applicable filing, delivery and other requirements under Securities Laws arising as a result of such fact or change necessary to continue to qualify the Offered Shares for distribution in each of the Qualifying Provinces.

6.3 The Corporation and the Agent acknowledge that if the Corporation is required by Securities Laws to prepare and file an amendment to the Final Prospectus at any time prior to the completion of the distribution of the Offered Shares, the Corporation will promptly prepare and file with the Securities Commissions any amendment or supplement thereto which, in the opinion of the Agent, acting reasonably, may be necessary or advisable.

6.4 The Corporation will, in good faith, discuss with the Agent any change, event, development or fact, contemplated, anticipated, threatened, or proposed that is of such a nature that there may be reasonable doubt as to whether written notice should be given to the Agent and will consult with the Agent with respect to the form and substance of any Supplementary Material proposed to be filed or delivered by the Corporation, it being understood and agreed that no such Supplementary Material will be filed by the Corporation with any Securities Commission or delivered to any purchaser or prospective purchaser until the Agent and its legal counsel (i) have been given a reasonable opportunity to review and (ii) approve such material, acting reasonably.

ARTICLE 7
AGENT'S FEES

7.1 In consideration of the Agent agreeing to act as agent for the Offering, the Corporation agrees to pay to the Agent:

(a) if not already paid prior to the execution of this Agreement, at the time of entering into this Agreement a non-refundable corporate finance fee in the amount of $15,000 plus Harmonized Sales Tax; and

(b) at the Time of Closing, upon due completion of the sale of the Offered Shares, a commission (the "**Agent's Commission**") equal to $0.01 per Offered Share sold pursuant to the terms of this Agreement (being 10.0% of the gross proceeds received from the sale of each Offered Share), provided that no such commission shall be payable unless the Closing occurs.

7.2 If the Agent retains a Selling Group or receives subscriptions from Selling Group members, the Agent, in its sole discretion, shall pay them a fee as may be agreed among the Agent and such Selling Group members, but in no event shall the Corporation be required to pay a fee in excess of the Agent's Commission.

7.3 As additional consideration for acting as Agent, the Corporation will issue on Closing compensation options of the Corporation (the "**Compensation Options**") to the Agent (or to members of its selling group as directed by the Agent) entitling the holder thereof to purchase up to that number of Common Shares (the "**Compensation Shares**") equal to 10% of the number of Offered Shares sold under the Offering. The Compensation Options will be non-transferable and one Compensation Option will entitle the holder to purchase one Compensation Share. The right to purchase Compensation Shares under the Compensation Options may be exercised at any time up to the close of business 24 months from the date the Common Shares are listed on the Exchange at the Offering Price, provided that no more than 50% of the aggregate number of Compensation Shares which may be acquired by the Agent on exercise of the Compensation Options will be sold by the Agent prior to completion of the Qualifying Transaction. The terms governing the Compensation Options will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Compensation Shares upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Issuer's Common Shares, the payment of stock dividends or the amalgamation of the Issuer.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

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

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

(b) the Corporation has full corporate power and authority to enter into this Agreement and to perform its obligations set out herein and this Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms;

(c) the Corporation is the beneficial owner of the properties and assets referred to in the Prospectus, and any and all agreements pursuant to which the Corporation holds any interest in such properties and assets are in good standing according to the terms thereof and in full force and effect, and there has not been any default in any obligation to be performed thereunder;

(d) all properties and assets of the Corporation are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situate, and are free and clear of any liens, charges or encumbrances, except as disclosed in the Prospectus;

(e) the Corporation is not a party to a material contract which is not disclosed in the Prospectus and the material contracts disclosed in the Prospectus constitute valid and binding obligations of the parties thereto, enforceable against each of such parties in accordance with their respective terms except as enforcement may be limited by general principles of equity, applicable bankruptcy, insolvency, preference and reorganization laws and other laws generally affecting the enforcement of creditors' rights and the availability of discretionary judicial remedies;

(f) the Corporation has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, Securities Laws and its regulations and the *Business Corporations Act* (Alberta) in relation to the issue and trading of its securities and in all matters relating to the Offering;

(g) the Corporation has no business operations of any kind other than as permitted by Policy 2.4;

(h) the authorized capital of the Corporation consists of the share capital as disclosed in the Prospectus, and all of the issued and outstanding securities have been duly issued in compliance with all applicable securities laws and are fully paid and non-assessable; and to the best of the knowledge of the Corporation, none of the issued and outstanding securities of the Corporation are owned directly or indirectly by any director, officer, employee or contractor of the Agent or any Affiliates (as defined by the Exchange Corporate Finance Manual) of any of the foregoing except as disclosed in the Prospectus; and no person, firm or corporation has any agreement or option, or right or privilege, whether pre-emptive or contractual, capable of becoming an agreement, including convertible securities, for the purchase, subscription or issuance of any unissued Common Shares or other securities of the Corporation except as disclosed in the Prospectus;

(i) there are no other agreements with respect to the securities of the Corporation between shareholders of the Corporation not disclosed in the Prospectus;

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

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

(l) the audited financial statements of the Corporation included in the Prospectus, including the notes thereto, present fairly, in all material respects, the financial position of the Corporation at the date indicated, reflect all liabilities (absolute, accrued, contingent or otherwise) and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis and there has not been any material adverse change in such position since such date;

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

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

(o) there has been no material adverse change in the assets, financial position or business of the Corporation and the Corporation has not entered into a transaction of a nature material to the Corporation since the date of the audited financial statements of the Corporation included in the Prospectus;

(p) no event has occurred which would require the Prospectus to be amended which has not been so set forth;

(q) except as disclosed in the Prospectus, there is no person, firm or corporation acting or purporting to act for the Corporation which is entitled to any brokerage or finder's fee in connection with any of the transactions contemplated hereunder;

(r) the Corporation has not entered into a transaction of a nature material to the Corporation including the identification of a proposed Qualifying Transaction;

(s) the Corporation has not reached an Agreement in Principle with any party;

(t) the proceeds received by the Corporation from the sale of the Offered Shares will be used by the Corporation as described in the Prospectus under the heading "Use of Proceeds" and in compliance with the provisions of Policy 2.4;

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

(v) no approval, authorization, consent or other order of any governmental authority is required in connection with the execution and delivery or with the performance by the Corporation of this Agreement except requisite filings with and approvals by the Securities Commissions and the Exchange;

(w) to the best of the knowledge of the management of the Corporation, none of the directors or senior officers of the Corporation, or any holder of more than 10% of its outstanding Common Shares, or any Associate or Affiliate (as such terms are defined in Securities Laws) of any of the foregoing persons or companies has, or has had any material interest, direct or indirect, in any continuing or existing material transaction or has any material interest, direct or indirect, in any proposed material transaction which, as the case may be, is material to or will materially affect the Corporation, except as stated in the Prospectus;

(x) no securities commission or other governmental authority has issued any order preventing or suspending the use of the Prospectus and, to the knowledge of the management of the Corporation, the Corporation is not in default of any requirement of Securities Laws;

(y) no order ceasing or suspending trading in securities of the Corporation, or its directors, officers or promoters or against any other companies that have common directors, officers or promoters and, to the best of the Corporation's knowledge after due inquiry, no proceedings for this purpose have been instituted, are pending, contemplated or threatened;

(z) all statements, facts, data, information and material made, furnished or provided from time to time by the Corporation to the Agent relating to the Corporation and the Offering are true and correct, and all material facts relating to the Corporation have been fully disclosed to the Agent and such statements, facts, data, information and material did not and do not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make any statement or fact contained therein not misleading in light of the circumstances in which it was made;

(aa) the directors and senior officers of the Corporation have reviewed the Preliminary Prospectus and will have reviewed the Final Prospectus and the directors have duly approved the Preliminary Prospectus and will duly approve the Final Prospectus and the filing of the Final Prospectus and will have authorized its distribution by the Agent to the Purchasers hereunder at the respective times they are filed with the Securities Commissions and the Exchange;

(bb) except statements of fact relating solely to the Agent, for which the Corporation makes no representation or warranty, the Prospectus contains full, true and plain disclosure of all material facts in relation to the Corporation, the Offered Shares and the Compensation Option; none of the statements or facts contained in the Prospectus are false or misleading in any way and there has been no omission to state any material fact therein necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made;

(cc) at the Time of Closing, the Offered Shares will have been duly authorized for issuance and sale and when issued and delivered by the Corporation pursuant to the terms hereof against payment of the consideration thereof, will be validly issued as fully paid and non-assessable Common Shares;

(dd) at the Time of Closing, all necessary corporate action will have been taken by the Corporation to create and issue the Compensation Options and, when issued, the Compensation Options will be validly issued;

(ee) at the Time of Closing, the Compensation Shares will have been allotted and reserved for issuance by the Corporation and when issued in accordance with the due exercise of the Compensation Options, such Compensation Shares shall be issued as fully-paid and non-assessable Common Shares;

(ff) the certificates representing the Compensation Options will constitute valid and legally binding obligations of the Corporation enforceable against the Corporation in accordance with the terms thereof;

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

(hh) the minute books and records of the Corporation made available to the Agent and its counsel in connection with their due diligence investigations of the Corporation are all of the minute books and records of the Corporation and contain copies of all material proceedings of the shareholders, the board of directors and all committees of the board of directors of the Corporation to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, board of directors or any committees of the board of directors of the Corporation to the date of review of such corporate records and minute books not reflected in such minute books and other records.

ARTICLE 9
COVENANTS OF THE CORPORATION

9.1 In addition to any other covenant of the Corporation set forth in this Agreement, the Corporation covenants with the Agent that the Corporation will:

(a) take all necessary action to extra-provincially register the Corporation in a timely manner, whenever the business or property of the Corporation makes such registration necessary;

(b) take all necessary action and make all necessary filings with the Exchange to complete its application for listing the Common Shares on the Exchange, with all reasonable diligence after the Closing, but in any event, the Corporation shall submit all required documents for listing on the Exchange on the Closing Date or such other date as the Corporation and the Agent may agree, acting reasonably;

(c) not take any action which would be reasonably expected to result in the delisting or suspension of its common shares on or from the Exchange or on or from any stock exchange, market or trading or quotation facility on which its common shares are listed or quoted and the Corporation will comply, in all material respects, with the rules and regulations thereof.

(d) subject to applicable law, obtain prior approval of the Agent, such approval not to be unreasonably withheld or delayed, as to the content and form of any press release relating to the Offering and the Corporation will use its reasonable best efforts to agree to the form and content thereof with the Agent prior to the release thereof. No press release will be issued in the United States by the Corporation concerning the Offering and any press release issued by the Corporation concerning the Offering shall include the following:

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

(e) comply with all applicable provisions of Policy 2.4 until such time as the Corporation completes a Qualifying Transaction. The Corporation will maintain its status as a reporting issuer not in default of any Securities Laws in the Qualifying Provinces for a period of 24 months following the date that its Common Shares are listed and posted for trading on the Exchange and will use its best efforts to maintain its listing on the Exchange during such 24 months and to complete a Qualifying Transaction within such 24 months.

ARTICLE 10
REPRESENTATIONS AND WARRANTIES OF THE AGENT

10.1 The Agent represents and warrants to the Corporation that:

(a) it is a valid and subsisting corporation duly incorporated, continued or amalgamated and in good standing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated;

(b) it is duly registered under Securities Laws to sell the Offered Shares in the Qualifying Provinces;

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

(d) this Agreement has been authorized by all necessary corporate action on the part of the Agent and is a valid and binding obligation of the Agent enforceable in accordance with its terms.

ARTICLE 11
COVENANTS OF THE AGENT

11.1 The Agent hereby covenants and agrees with the Corporation that the Agent will:

(a) use its commercially reasonable efforts to solicit subscriptions for all of the Offered Shares in the Qualifying Provinces and, without limiting the generality of the foregoing, obtain subscriptions that meet the following criteria:

(i) a minimum of 200 subscribers, each of whom will beneficially own at least 1,000 Common Shares each, which Offered Shares will be free of Resale Restrictions (as such term is defined in Policy 1.1 of the Exchange Corporate Finance Manual) exclusive of any Offered Shares held by Non-Arm's Length Parties (as such term is defined in Policy 1.1 of the Exchange Corporate Finance Manual) to the Issuer, to the best knowledge of the Agent;

(ii) to the best knowledge of the Agent, the maximum number of Offered Shares purchased, directly or indirectly,

1) by any one subscriber will be 2% of the Offered Shares; and

2) by any one subscriber, together with its Associates and Affiliates (as such terms are defined in Policy 1.1), will be 4% of the Shares; and

(iii) the ownership of Offered Shares by the Agent and its Associates or Affiliates and, to the best knowledge of the Agent, by any member of the Pro Group (as such term is defined in Policy 1.1) will comply with Section 14.8(b) of Policy 2.4.

(b) not solicit subscriptions for the Offered Shares except in compliance with Securities Laws, and only in the Qualifying Provinces;

(c) deliver to each Purchaser a copy of the Prospectus sufficiently in advance of the Time of Closing such that all withdrawal rights under Securities Laws will have expired on or before the Time of Closing; and

(d) deliver to the Exchange as soon as reasonably possible after the Closing Date, a Distribution Summary Statement as required by section 3.2 of Policy 2.3 of the Exchange Corporate Finance Manual.

ARTICLE 12
THE CLOSING

12.1 The following are conditions precedent to the obligation of the Agent to complete the Closing and of the Purchasers to purchase the Offered Shares, which conditions the Corporation hereby covenants and agrees to use commercially reasonable efforts thereof to fulfill within the time set out herein therefor, and which conditions may be waived in writing in whole or in part by the Agent:

(a) all actions required to be taken by or on behalf of the Corporation, including the passing of all requisite resolutions of directors of the Corporation approving this Agreement, the Offering, the Prospectus, the issuance of the Offered Shares, the Compensation Option, and the Common Shares issuable upon exercise of the Compensation Option, and all other matters relating to the foregoing, will have been taken so as to validly offer, sell and deliver the Offered Shares in the Qualifying Provinces and to issue the Compensation Option;

(b) the Corporation will have made all necessary filings and obtained all necessary approvals, consents and acceptances of appropriate regulatory authorities, including without limitation, receipts for the Prospectus from each Securities Commission and the listing of the Common Shares on the Exchange;

(c) at the Time of Closing, the Corporation shall deliver to the Agent a legal opinion of the Corporation’s legal counsel addressed to the Agent and its legal counsel, in form and substance satisfactory to the Agent and its legal counsel, acting reasonably, with respect to such matters as the Agent and its legal counsel may reasonably request;

(d) at the Time of Closing, the Corporation shall deliver to the Agent a certificate addressed to the Agent and its legal counsel, in form and substance acceptable to the Agent and its legal counsel, dated the Closing Date signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, certifying for and on behalf of the Corporation, and not in their personal capacities, after having made due inquiries, with respect to the following matters:

(i) the Corporation having complied with all the covenants, in all material respects, and satisfied all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to such Time of Closing;

(ii) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the Offered Shares or any of the Corporation's issued securities, and no proceeding for such purpose being pending or, to the knowledge of such officers, threatened under any Securities Laws;

(iii) subsequent to the date of the Final Prospectus, there having not occurred a material adverse effect, or any change or development involving a prospective material adverse effect, or the coming into existence of a new material fact, other than as disclosed in the Final Prospectus or any Supplementary Material, as the case may be, and except as disclosed in the Final Prospectus, no transactions have been entered into by the Corporation which are or would be material to the Corporation, other than in the ordinary course of business; and

(iv) the representations and warranties of the Corporation contained in this Agreement, being true and correct in all material respects (or, if qualified by materiality, in all respects) as at such Time of Closing, with the same force and effect as if made on and as at such Time of Closing, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties shall be true and correct, in all material respects (or, if qualified by materiality, in all respects), as of such date, after giving effect to the transactions contemplated by this Agreement; and

(v) such other matters as the Agent and its legal counsel may reasonably request;

(e) the Agent not having exercised any rights of termination set forth in **Error! Reference source not found.**; and

(f) the Agent having received such further certificates, opinions and other documentation from the Corporation as may be contemplated herein or as the Agent may reasonably require, provided, however, that the Agent shall request any such certificate, opinions or document within a reasonable period prior to the Time of Closing that is sufficient for the Corporation to obtain and deliver such certificate, opinion or document.

12.2 The Closing shall occur at the Time of Closing at such location as may be agreed to between the Corporation and the Agent. Subject to the conditions set forth in Article 12, at the Time of Closing, the Agent shall deliver to the Corporation:

(a) the proceeds from the Offering after deducting the Agent's Commission and the Agent's outstanding expenses; and

(b) such further and other documentation that may be contemplated by this Agreement;

against delivery by the Corporation at the Time of Closing of:

(a) a certificate or certificates representing the Offered Shares registered in such name or names and in such numbers as the Agent may direct the Corporation in writing prior to the Time of Closing;

(b) a certificate or certificates representing the Compensation Options in form and substance satisfactory to the Agent and its counsel, acting reasonably; and

(c) such other documents and certificates as may be contemplated by this Agreement or as the Agent or the Agent's counsel may request, acting reasonably, or as the Securities Commissions, Securities Laws or the Exchange may require or dictate.

TERMINATION

12.3 The Agent shall be entitled, at its sole option, to terminate and cancel, without any liability on the part of the Agent, all of its obligations under this Agreement and the obligations of any Purchaser, by notice in writing to that effect delivered to the Corporation prior to or at the Time of Closing if:

(a) the Agent is not satisfied, in its sole discretion, with the results of the due diligence review and investigation of the Corporation conducted by the Agent;

(b) there is in the sole opinion of the Agent a material change or change in a material fact or new material fact or an undisclosed material fact or material change relating to the Corporation which might be expected to have an adverse effect on the condition (financial or otherwise), capital, property, assets, operations, business, affairs, profitability or prospects of the Corporation or on the market price or value of the Common Shares or any other securities of the Corporation or on the marketability of the Offered Shares;

(c) there should develop, occur or come into effect any occurrence of national or international consequence including without limitation, accident, act of terrorism or public protest, or any action, law or regulation, inquiry or other event, action or occurrence of any nature whatsoever which, in the sole opinion of the Agent, adversely affects, or may adversely affect, the financial markets, the condition (financial or otherwise), capital, property, assets, operations, business, affairs, profitability or prospects of the Corporation or the market price or value of the Common Shares or any other securities of the Corporation or the marketability of the Offered Shares;

(d) the state of the financial markets is such that, in the sole opinion of the Agent, it would be impractical or unprofitable to offer or continue to offer for sale the Offered Shares;

(e) any order or ruling is issued, or any inquiry, action, suit, proceeding or investigation (whether formal or informal) is instituted or announced or threatened in relation to the Corporation or any of the directors or officers of the Corporation (other than one based solely upon the activities or alleged activities of the Agent) or any law or regulation is promulgated or changed which prevents or restricts trading in or the distribution of the Offered Securities, the Common Shares or any other securities of the Corporation (other than one based solely upon the activities or alleged activities of the Agent) or any law or regulation is promulgated or changed which prevents or restricts trading in or the distribution of the Offered Shares, the Common Shares or any other securities of the Corporation (other than one based solely upon the activities or alleged activities of the Agent) or any law or regulation is promulgated or changed which prevents or restricts trading in or the distribution of the Offered Shares, the Common Shares or any other securities of the Corporation;

(f) the Corporation is in breach of any term, condition, covenant or agreement contained in this Agreement or any representation or warranty given by the Corporation in this Agreement is or becomes untrue, false or misleading;

(g) the Agent is advised that the Exchange will not approve the listing of the Common Shares; or

(h) any condition (including, without limitation, those contemplated in Article 12) shall remain outstanding and uncompleted at the Time of Closing.

12.4 This Agreement will terminate if the Final Receipt is not received by December 11, 2011 (being the date that is 180 days from June 14, 2011, being the date of the receipt of the original (final) long form prospectus of the Corporation), or such other date as may be agreed in writing between the Corporation and the Agent.

12.5 Any termination of any of the obligations of the Agent hereunder pursuant to the provisions hereof shall be effected by notice to the Corporation. Notwithstanding the giving of any notice of termination hereunder, the provisions of Article 13 and **Error! Reference source not found.** and all rights of action in connection therewith shall survive following such termination and the fees and expenses agreed to be paid by the Corporation, referred to in Article 13, incurred up to the time of the giving of such notice shall be paid by the Corporation. The rights of the Agent to terminate this Agreement are in addition to such remedies as it may have in respect of any default, misrepresentation, act or failure to act of the Corporation in respect of any of the transactions contemplated in this Agreement. If this Agreement is terminated, the Corporation acknowledges that the Agent and its counsel and advisors will be free to accept any mandate which may not be in line with the interests of the Corporation.

ARTICLE 13
EXPENSES

13.1 Whether or not the Offering is completed, the Corporation will pay all costs and expenses related to the Offering (including without limitation, reasonable costs and expenses of the Agent, including fees, to a maximum of $18,000 plus applicable taxes and disbursements of Agent's legal counsel in all jurisdictions), all expenses of or incidental to the creation, issuance, sale and distribution of the Offered Shares, transfer agent and filing fees, all printing costs and all reasonable expenses of the Agent in connection with the marketing of the Offering. Costs and expenses of the Agent will be payable by the Corporation in addition to any other fees payable under this Agreement and will be payable at the Closing or upon the Corporation receiving an invoice from the Agent. In the event the Offering is not completed because any condition has not been fulfilled (including, without limitation, those set forth in Article 12) or the engagement of the Agent has terminated hereunder pursuant to **Error! Reference source not found.**, the Corporation shall be responsible for the payment of all of the expenses of the Agent otherwise payable by the Corporation under this Article. The Agent's estimated fees, disbursements and taxes of its legal counsel shall be deducted from the proceeds at Closing.

13.2 The Agent acknowledges receipt from the Corporation of a retainer of $10,000 in connection with the Agent's anticipated expenses, including legal expenses. Such retainer shall be applied against these expenses. The Corporation will provide the Agent with additional retainers if requested by the Agent.

ARTICLE 14
LOCK-UP PERIOD

14.1 The Corporation agrees not to, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to, or announce any intention to, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible or exchangeable into Common Shares, other than pursuant to (i) the exercise of previously issued convertible or exchangeable securities outstanding as of March 31, 2011, or (ii) the issuance of securities in accordance with any agreement to acquire assets that will form the basis of a Qualifying Transaction, or (iii) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the Closing Date, for a period commencing on March 31, 2011 and ending 120 days following the Closing Date, without the prior written consent of the Agent, such consent not to be unreasonably withheld.

ARTICLE 15
RIGHT OF FIRST REFUSAL

15.1 The Corporation agrees to notify the Agent of any further equity financings by or on behalf of the Corporation or an acquisition target (the "**Financing Notice**") being undertaken in connection with the Corporation's Qualifying Transaction. The Agent will have a right of first refusal to act as the Corporation's agent in respect of such financing. Such right of first refusal is to be exercised within 15 days following receipt of the Financing Notice by the Agent, which notice shall set forth in reasonable detail the terms of the proposed equity financing.

15.2 The Corporation will notify the Agent of any Agreement in Principle which is reached with respect to a Qualifying Transaction (the "**Q.T. Notice**"). The Agent will have the right of first refusal to act as the Corporation's sponsor with respect to the Qualifying Transaction if a sponsor is required by the Exchange. Such right of first refusal is to be exercised within 15 days following receipt of the Q.T. Notice by the Agent. The Q.T. Notice shall be accompanied by:

(a) copies of the most recent audited financial statements and unaudited financial statements of the Corporation and appropriate financial information for any significant assets (as that term is defined in Policy 2.4) the Corporation proposes to purchase in the Qualifying Transaction (the "**Target**"), prepared as of a date satisfactory to the Agent, acting reasonably;

(b) a copy of the Target's business plan; and

(c) copies of all such other information concerning the business of the Target as the Agent may request, acting reasonably.

15.3 If the Agent fails to exercise its right under Section 15.1 or Section 15.2, as applicable, within the required 15 day period, the Corporation will then be free to make other arrangements to obtain financing or sponsorship from another source on the same terms or on terms no less favourable to the Corporation, subject to obtaining the acceptance of the Securities Commissions and the Exchange.

INDEMNITY

15.4 The Corporation and its subsidiaries or affiliated companies, as the case may be, hereby covenant and agree to protect, indemnify, and save harmless the Agent, its subsidiaries and affiliates, and each of its directors, officers, employees and agents (individually, an "**Indemnified Person**" and collectively the "**Indemnified Persons**") from and against any and all expenses, losses (other than loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Indemnified Persons may become subject or otherwise involved in any capacity under any statute or common law (each, a "**Claim**"), or otherwise insofar as such Claims arise out of or are based, directly or indirectly, upon the performance or professional services rendered by the Indemnified Persons pursuant to this Agreement, including, without limitation:

(a) the Agent having acted as an agent in respect of the Offering or the Selling Group having acted as selling group members in respect of the Offering (other than by reason of the negligence, wilful misconduct or bad faith of the Agent or the Selling Group members, provided that this exception shall only apply to the Selling Group members which have been negligent, committed wilful misconduct or exercised bad faith);

(b) any order made or inquiry, investigation or proceeding commenced or threatened by any officer or official of any stock exchange, any securities commission or authority or any other competent authority, not based upon the activities or the alleged activities of the Agent or any Selling Group members;

(c) the non-compliance or alleged non-compliance by the Corporation with any Securities Laws or any other applicable law in connection with the transactions contemplated herein;

(d) any negligence or wilful misconduct by the Corporation relating to or connected with the sale by the Corporation of the Offered Shares;

(e) any misrepresentation or alleged misrepresentation (except any made by the Agent or Selling Group members and for which the Agent did not rely on any information provided by the Corporation or anyone acting on its behalf, provided that this exception shall only apply to the Selling Group members who have made such misrepresentation or alleged misrepresentation) relating to the Offering or the Offered Shares, whether oral or written and made during and in connection with the Offering where such misrepresentation or alleged misrepresentation may give or gives rise to any other liability under any statute in any jurisdiction which is in force on the date hereof or which comes into force after the date hereof;

(f) any failure or alleged failure to make timely disclosure of a material change by the Corporation during the Offering where such failure relates to the Offering or the Offered Shares and may give or gives rise to any liability under any statute in any jurisdiction which is in force on the date hereof or which comes into force after the date hereof;

(g) the breach of, or default under, any term, condition, covenant or agreement of the Corporation made or contained herein or any representation or warranty of the Corporation made or contained herein being or being alleged to be untrue, false or misleading;

(h) any statement or information contained in the Prospectus (except any statement or information made by the Agent or Selling Group members and for which the Agent did not rely on any information provided by the Corporation or anyone acting on its behalf, provided that this exception shall only apply to the Selling Group members who have made or provided such statement or information) which at the time and in light of the circumstances under which it was made containing or being alleged to contain a misrepresentation or being or being alleged to be untrue, false or misleading; or

(i) the omission or alleged omission to state in the Prospectus (except any omission or alleged omission by the Agent or Selling Group members and for which the Agent did not rely on any information provided by the Corporation or anyone acting on its behalf, provided that this exception shall only apply to the Selling Group members who omitted or are alleged to have omitted any material fact) any material fact required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances under which it was made.

15.5 If any matter or thing contemplated by this **Error! Reference source not found.** shall be asserted against any Indemnified Person in respect of which indemnification is or might reasonably be considered to be provided hereunder, such Indemnified Person shall notify the Corporation as soon as possible of the nature of such claim and the Corporation shall be entitled, but not required, to assume the defence of any action, suit or proceeding brought to enforce such claim; provided, however, that the defence shall be through legal counsel reasonably acceptable to the Indemnified Person and that no settlement may be made by the Corporation or the Indemnified Person without the prior written consent of the other of them (such consent not to be unreasonably withheld) and the Corporation shall not be liable for any settlement of any such claim unless it has consented in writing to such settlement.

15.6 In any Claim referred to in this **Error! Reference source not found.**, the Indemnified Person shall have the right to retain separate legal counsel to act on behalf of such Indemnified Person provided that the fees and disbursements of such separate legal counsel shall be paid by the Indemnified Person unless:

(a) the Corporation fails to assume the defence of such claim on behalf of the Indemnified Person within a reasonable time of receiving notice of such claim;

(b) the Corporation and the Indemnified Person shall have mutually agreed to the retention of such separate legal counsel; or

(c) the named parties to such claim (including any added, third or impleaded parties) include both the Corporation and the Indemnified Person and the Indemnified Person has been advised by legal counsel that representation of both the Corporation and the Indemnified Person by the same legal counsel would be inappropriate due to actual or potential differing interests between them;

in which event or events the reasonable fees and disbursements of such separate legal counsel shall be paid by the Corporation, subject as hereinafter provided. Where more than one Indemnified Person is entitled to retain separate counsel in the circumstances described in this **Error! Reference source not found.**, all Indemnified Persons shall be represented by one separate legal counsel and the reasonable fees and disbursements of only one separate legal counsel for all Indemnified Persons shall be paid by the Corporation, unless:

(i) the Corporation and the Indemnified Persons have mutually agreed to the retention of more than one legal counsel for the Indemnified Persons; or

(ii) the Indemnified Persons have or any of them has been advised in writing by legal counsel that representation of all of the Indemnified Persons by the same legal counsel would be inappropriate due to actual or potential differing interests between them;

provided however that the Corporation shall not in any event be obliged to pay the fees and disbursements of more than one counsel in addition to the Corporation's legal counsel.

15.7 To the extent that the indemnity contained in this **Error! Reference source not found.** is given in favour of a person who is not a party to this Agreement, the Corporation hereby constitute the Agent as trustee for such person for such indemnity and the covenants given by Corporation to such person in this Agreement. The Agent hereby accepts such trust and holds such indemnity and covenants for the benefit of such Persons. The benefit of such indemnity and covenants shall be held by the Agent in trust for the persons in favour of whom such indemnities and covenants are given and may be enforced directly by such persons.

15.8 In the event that the indemnity provided for in this **Error! Reference source not found.** is declared by a court of competent jurisdiction to be illegal or unenforceable as being contrary to public policy or for any other reason, the Agent and the applicable indemnifying party (the "**Indemnifier**") shall contribute to the aggregate of all Claims of the nature provided for in this **Error! Reference source not found.**, such that the Agent shall be responsible only for that portion represented by an amount equal to the Agent's Commission, whether or not the Agent and the Indemnifier shall be responsible for the balance, provided that, in no event shall the Agent be responsible for any amount in excess of by an amount equal to the Agent's Commission. In the event that the Indemnifier may be held to be entitled to contribution from the Agent under the provisions of any statute or law, the Indemnifier shall be limited to contribution in an amount not exceeding the lesser of: (a) the portion of the full amount of the Claim giving rise to such contribution for which the Agent is responsible; and (b) an amount equal to the Agent's Commission. Notwithstanding the foregoing, a person guilty of fraud or fraudulent misrepresentation shall not be entitled to contribution from any other party. Any party entitled to contribution will, promptly after receiving notice of commencement of any Claim against such party in respect of which a claim for contribution may be made against another party or parties under this Article, notify such party or parties from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any obligation it may have otherwise under this Article, except to the extent that the party from whom contribution may be sought is materially prejudiced by such omission. The right to contribution provided herein shall be in addition and not in derogation of any other right to contribution which the Agent may have by statute or otherwise by law.

ARTICLE 16
NOTICES

16.1 Any notices, consent, waiver or other communications (each, a "**notice**") required or permitted to be given under this Agreement shall be in writing addressed as follows:

(a) to the Corporation at:

Wangton Capital Corp.
801 – 6th Avenue S.W., Suite 1710
Calgary, Alberta T2P 3W2

Attention: Johnny Yiu Kheung Pak, President & CEO
E-mail: Johnny.Pak@hotmail.com

with a copy to (for informational purposes only and not constituting notice):

Morris McManus Professional Corporation
801 – 6th Avenue S. W., Suite 1710
Calgary, Alberta T2P 3W2

Attention: Morris S. McManus, Q.C.
Facsimile: (403) 517-6469
E-mail: mmcmanus@mcmanuslaw.com

(b) the Agent at:

PI Financial Corp.
40 King Street West, Suite 3401

Toronto, Ontario M5H 3Y2

Attention: William Murray
Facsimile: (647) 789-2403
E-mail: bmurray@pifinancialcorp.com

with a copy to (for informational purposes only and not constituting notice):

McMillan LLP
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3

Attention: John Conway
Facsimile: (416) 865-7048
E-mail: john.conway@mcmillan.ca

(c) Any such notice (i) if given by facsimile or email shall be deemed to have been given on the day on which it was delivered, provided it is given prior to 4:30 p.m. (local time of the recipient) on a Business Day, and, in any other case, be deemed to be given and received on the next Business Day, or (ii) if given by any other means, when delivered at the address specified in this Article 16. Notice will be considered delivered as of the next Business Day, if delivered on a day which is not a Business Day.

(d) Any party may change their respective address, facsimile number or email address for notice by providing notice in the aforesaid manner.

ARTICLE 17
MISCELLANEOUS

17.1 Time shall be of the essence with respect to the terms and conditions of this Agreement.

17.2 All warranties, representations, covenants, indemnifications and agreements herein contained or contained in certificates or documents submitted pursuant to or in connection with the transactions herein along with all rights of action in connection therewith shall survive the Closing and shall continue in full force and effect following the Closing Date for the benefit of the Agent and for the benefit of the Corporation.

17.3 This Agreement constitutes the entire agreement between the Corporation and the Agent in connection with the Offering and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, including, but not limited to, the engagement letter dated March 31, 2011 relating to the Offering between the Corporation and the Agent and the Original Agency Agreement.

17.4 All the terms and provisions of this Agreement shall be binding upon, shall enure to the benefit of, and shall be enforceable by and against the parties hereto and their respective successors and assigns, but shall not be assignable, before or after the Time of Closing, without the written consent of the other parties hereto.

17.5 No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

17.6 Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

17.7 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

17.8 This Agreement may be executed by any one or more of the parties to this Agreement by facsimile or other electronic communication or in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[signature page follows]

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

WANGTON CAPITAL CORP.

By: *(Signed) "Francis N. S. Leong"*
Name: Francis N. S. Leong
Title: Chief Financial Officer

PI FINANCIAL CORP.

By: *(Signed) "William Murray"*
Name: William Murray
Title: Managing Director