CAPITAL POOL COMPANY

AGENCY AGREEMENT

THIS AGREEMENT is dated for reference the 28th day of September, 2011.

BETWEEN:

VECTOR RESOURCES INC., 79 Wellington Street West, Suite 2300, Toronto, Ontario, M5K 1H1

(the "Issuer")

AND:

MACQUARIE PRIVATE WEALTH INC., Suite 500, 550 Burrard Street, Vancouver, British Columbia V6C 2B5

(the "Agent")

BACKGROUND

A. The Issuer wishes to raise money for the purposes set forth in its Prospectus, which is to be filed with the Regulatory Authorities, by offering for sale certain of its securities; and

B. The Issuer wishes to appoint the Agent to solicit subscriptions for those securities and the Agent is willing to accept such appointment on the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement, including the recitals above:

(a) "**Acts**" means the *Securities Act* (British Columbia), the *Securities Act* (Alberta), the *Securities Act* (Ontario), the regulations, rulings and orders made thereunder and all policy statements, blanket orders, notices, rulings and directions issued by the Commissions, all as amended;

(b) "**Agent's Commission**" has the meaning set out in section 4.1(a);

(c) "**Agent's Option**" has the meaning set out in section 4.1(b);

(d) "**Agent's Option Shares**" has the meaning set out in section 4.1(b);

(e) "**Certificates**" means the certificates representing the Offered Shares and the certificate representing the Agent's Option in the names and denominations reasonably requested by the Agent;

(f) "**Closing Date**" means the date on which the Offering closes, as determined by the Issuer and the Agent;

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

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

(i) **"Corporate Finance Fee**" has the meaning set out in section 4.1(c);

(j) "**Effective Date**" means the date on which the receipt for the Final Prospectus is issued by the Principal Regulator;

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

(l) "**Final Prospectus**" means the final prospectus dated September 28, 2011, filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;

(m) "**Indemnified Parties**" has the meaning set out in section 13.1 and "**Indemnified Party**" means any one of them;

(n) "**Material Change**" has the meaning set out in the Acts;

(o) "**Material Fact**" has the meaning set out in the Acts;

(p) **"Minimum Offering"** means 1,000,000 Common Shares;

(q) "**Misrepresentation**" has the meaning set out in the Acts;

(r) "**Offered Shares**" means the up to 2,500,000 Common Shares that may be issued under the Offering;

(s) "**Offering**" means the offering of a minimum of 1,000,000 Common Shares and a maximum of 2,500,000 Common Shares under the Final Prospectus;

(t) "**Offering Period**" means the 90 day period following the Effective Date, or, if there is an amendment to the Final Prospectus, the 90 day period following the date of issuance of the receipt for the amendment to the

Final Prospectus provided that such period does not exceed 180 days from the Effective Date;

(u) "**Offering Price**" means $0.20 per Offered Share;

(v) "**Preliminary Prospectus**" means the preliminary prospectus dated July 20, 2011 filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;

(w) "**Principal Regulator**" means the Ontario Securities Commission;

(x) "**Proceeds**" means the gross proceeds of the Offering, less:

(i) the Agent's Commission; and

(ii) the agreed expenses of the Agent in connection with the Offering which have not been paid by the Issuer;

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

(z) "**Q.T. Notice**" has the meaning set out in section 12.1;

(aa) "**Regulatory Authorities**" means the Commissions and the Exchange;

(bb) "**Securities**" means the Offered Shares, the Agent's Option and the Agent's Option Shares;

(cc) "**Selling Firm**" has the meaning set out in section 10.6(a);

(dd) "**Selling Jurisdictions**" means British Columbia, Alberta and Ontario; and

(ee) "**Subscriber**" or "**Subscribers**" means a person or those persons who subscribe for the Offered Shares.

2. APPOINTMENT OF AGENT

2.1 The Issuer hereby appoints the Agent as its exclusive agent and the Agent accepts the appointment and agrees to act as the exclusive agent of the Issuer to offer, on a commercially reasonable efforts basis, the Offered Shares for sale under the Prospectus in the Selling Jurisdictions at the Offering Price, pursuant to the Acts and the policies of the Exchange.

2.2 The Offering is subject to a minimum subscription of 1,000,000 Common Shares. The Agent agrees to hold all subscription funds received by the Agent until the Minimum Offering has been attained. Notwithstanding any other term of this Agreement, all subscription funds received by the Agent will be returned to the

Subscribers without interest or deduction if the Minimum Offering is not attained by the last day of the Offering Period or if the Offering is terminated prior thereto under the terms of this Agreement.

3. LISTING APPLICATION AND CONDUCT OF THE OFFERING

3.1 Prior to the Effective Date, the Issuer will apply to the Exchange for a conditional listing of the Common Shares.

3.2 The Offering will be made in accordance with the rules and policies of the Regulatory Authorities and the Acts.

3.3 Following the Effective Date and after consulting with the Exchange, the Issuer and the Agent will set the Closing Date, which will be on or before the last day of the Offering Period.

3.4 After the Offering has been completed, the Issuer and the Agent will file any documents required by the Exchange in order to remove the conditional listing and to permit the Common Shares to commence trading on the Exchange.

3.5 The Agent will advise the Issuer and its counsel when the distribution of Offered Shares under the Prospectus is complete.

4. AGENT'S COMPENSATION

4.1 The Issuer will:

(a) on the Closing Date, pay the Agent a cash commission (the "**Agent's Commission**") of 10% of the gross proceeds of the Offering;

(b) on the Closing Date, issue to the Agent options (the "**Agent's Option**") entitling the holder to acquire such number of Common Shares (the "**Agent's Option Shares**") as is equal to 10% of the number of Offered Shares sold under the Offering, exercisable at the Offering Price for a period of 24 months from the date the Common Shares begin trading on the Exchange; and

(c) pay to the Agent a due diligence administration fee (the "**Corporate Finance Fee**") in the amount of $15,000 (plus HST), which amount has been paid to the Agent as at the date of this Agreement.

4.2 The Agent may retain as subagents other registered securities dealers. If the Agent retains as subagents other registered securities dealers and receives subscriptions from subagents, the Agent, in its sole discretion, may pay them a fee as may be agreed among them, but in no event shall the Issuer be required to pay any fees in excess of the Agent's Commission and the Corporate Finance Fee.

4.3 The Agent's Option will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Agent's Option Shares upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Common Shares, the payment of stock dividends or the amalgamation of the Issuer.

4.4 The issuance of the Agent's Option will not restrict or prevent the Issuer from issuing additional securities or rights during the term of the Agent's Option.

5. CLOSING

5.1 If the Issuer has satisfied all of its obligations under this Agreement, the Agent will, on the Closing Date, at such time and at such location as shall be agreed upon by the Issuer and the Agent, pay the Proceeds to the Issuer by way of certified cheque or wire transfer against either (i) physical delivery of the Certificates or (ii) confirmation that the Offered Shares and/or the Agent's Option have been transferred to the Agent electronically, as requested by the Agent.

6. OPINIONS AND CERTIFICATES

6.1 On the Closing Date, the Issuer will provide the Agent and its counsel with an opinion of counsel (and local counsel in the Province of British Columbia) for the Issuer in substantially the form attached hereto as Schedule A, dated as of the Closing Date and addressed to the Agent and its counsel, relating to any legal matter in connection with the Prospectus and Offering for which the Agent may request an opinion, acting reasonably, and a certificate of the Issuer in substantially the form attached hereto as Schedule B, dated as of the Closing Date and signed by the Chief Executive Officer of the Issuer and by another officer of the Issuer approved by the Agent, certifying certain facts relating to the Issuer and its affairs, which certificate may be relied upon by counsel for the Issuer for the purposes of their opinion.

7. MATERIAL CHANGES

7.1 If, after the Final Prospectus is first filed with the Regulatory Authorities but before the conclusion of the distribution of all the Offered Shares under the Prospectus, a Material Change occurs in the affairs of the Issuer (or if an adverse Material Change occurs in the affairs of the Issuer after the Preliminary Prospectus is first filed with the Regulatory Authorities), the Issuer will:

(a) notify the Agent immediately, in writing, with full particulars of the change;

(b) file with the Regulatory Authorities as soon as practicable, and in any event no later than 10 days after the change occurs, an amendment to the Prospectus disclosing the Material Change or adverse Material Change, as the case may be; and

(c) provide as many copies of the amended Prospectus to the Agent as the Agent may reasonably request.

8. TERMINATION

8.1 The Agent may terminate its obligations under this Agreement by notice in writing to the Issuer if, prior to the Closing Date, and provided that the Agent is not in breach of its obligations under this Agreement:

(a) an adverse Material Change in the affairs of the Issuer occurs;

(b) there is an event, accident, governmental law or regulation or other occurrence of any nature which, in the opinion of the Agent, materially adversely affects or will materially adversely affect the financial markets, or the business of the Issuer, or the ability of the Agent to perform its obligations under this Agreement, or the marketability of the Offered Shares;

(c) in the opinion of the Agent, acting reasonably, it is not in the interest of the Subscribers to complete the purchase and sale of the Offered Shares due to the state of the financial markets in general or due to the state of the market for the Issuer's securities in particular;

(d) an enquiry or investigation (whether formal or informal) in relation to the Issuer, or the Issuer's directors or officers, is commenced or threatened by an officer or official of any competent authority;

(e) any order to cease trade the securities of the Issuer is made by a competent regulatory authority and that order is still in effect;

(f) the Issuer is in material breach of any term of this Agreement; or

(g) the Agent determines that any of the representations or warranties made by the Issuer in this Agreement are false or have become false in any material respect.

8.2 Unless otherwise agreed to by the parties, this Agreement will terminate if a receipt for the Final Prospectus is not issued by the Principal Regulator within 120 days of the date of this Agreement.

9. PROSPECTUS

9.1 The Issuer will cause the Prospectus to be filed with the Regulatory Authorities, and will use its best efforts to have the Prospectus accepted by the Regulatory Authorities and to have the Principal Regulator issue a receipt for the Preliminary Prospectus and the Final Prospectus.

9.2 The Issuer will provide the Agent with as many copies of the Prospectus as the Agent may reasonably request.

9.3 Delivery of the Prospectus will constitute a representation and warranty by the Issuer to the Agent that all information and statements (except information and statements supplied by and relating solely to the Agent) contained in the Prospectus are true and correct in all material respects at the time of delivery thereof and contain no Misrepresentations and constitute full, true and plain disclosure of all Material Facts relating to the Issuer and the Offered Shares and that no Material Fact or material information has been omitted therefrom (except facts or information supplied by and relating solely to the Agent) which is required to be stated therein or is necessary to make the statements or information contained therein not misleading in light of the circumstances under which they were made. Such delivery will also constitute the Issuer's consent to the Agent's use of the Prospectus and any other documents supplied to the Agent by the Issuer for the purpose of the sale of Offered Shares in the Selling Jurisdictions in compliance herewith and with the Acts.

10. WARRANTIES, REPRESENTATIONS AND COVENANTS

10.1 The Issuer covenants, represents and warrants to the Agent that:

(a) all information and other data relating to the Issuer furnished by or on behalf of the Issuer in writing to the Agent is, or, in the case of historical information, was at the date of preparation true, accurate, complete and correct in all material respects, and does not or did not, as the case may be, contain any Misrepresentation;

(b) the Issuer has been duly incorporated and organized and is validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted, to own, lease and operate its properties and assets and to carry out the provisions hereof;

(c) the Issuer does not own or have any interest in any assets or property of any kind whatsoever, other than cash or deposits with financial institutions;

(d) the Issuer intends to carry on business as a capital pool company, as contemplated by Exchange policies, and has complied with and will continue to comply with the requirements of applicable Exchange policies until it completes a Qualifying Transaction (as such term is defined in Exchange policies);

(e) the Prospectus contains full, true and plain disclosure of all Material Facts relating to the Offered Shares as required by the Acts and contains no Misrepresentation;

(f) the financial statements of the Issuer which form part of the Prospectus have been prepared in accordance with Canadian generally accepted accounting principles or International Financial Reporting Standards, as applicable, accurately reflect the financial position of the Issuer and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer as at the date of the financial statements, and there has been no adverse Material Changes in the financial position of the Issuer since that date, except as disclosed in the Prospectus;

(g) the authorized and outstanding share capital of the Issuer is as set forth in the Prospectus, all outstanding shares will have been issued as fully paid and non-assessable and the only outstanding options, warrants or other rights to acquire any shares or other securities of the Issuer is as set forth in the Prospectus;

(h) the Issuer is not in default or breach of, and the execution and delivery of, and the performance and compliance with the terms of this Agreement does not and will not result in any breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, in any material respect, any term or provisions of the articles, by-laws, or resolutions of the Issuer, or any indenture, agreement (written or oral), lease or other document to which the Issuer is a party or by which it is bound, or any judgment, decree or order, or to its knowledge, statute, rule or regulation applicable to the Issuer, which default or breach might reasonably be expected to materially adversely affect the business, operations, assets, capital or condition (financial or otherwise) of the Issuer;

(i) this Agreement is a legal, valid and binding obligation of the Issuer, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to creditors' rights generally and except as may be limited by equitable remedies and except to the extent that the enforcement of rights to indemnity and waiver of contribution may be limited by applicable law;

(j) the Issuer has the corporate power and capacity to issue the Securities and:

  (i) on the Closing Date, the Offered Shares will be duly and validly authorized and issued as fully paid and non-assessable;

  (ii) on the Closing Date, the Agent's Option will be duly and validly created, authorized and issued; and

  (iii) the Agent's Option Shares will be issued as fully paid and non-assessable upon the due exercise of the Agent's Option in accordance with its terms;

(k) no consent of any third party is required in connection with the transactions contemplated by this Agreement, except requisite filings with the Exchange and the Commissions and the final consent to the Offering by the Exchange;

(l) no litigation, administrative proceeding, arbitration or other proceeding before or of any court, tribunal, arbitrator or regulatory or other governmental body or dispute with any regulatory or other governmental body is presently in process or, to the best of the knowledge and information of the Issuer, pending or threatened against the Issuer which, if determined adversely to the Issuer might reasonably be expected to have a material adverse effect on the business, operations, assets, capital or condition (financial or otherwise) of the Issuer, or which would reasonably be expected to materially impair the ability of the Issuer to consummate the transactions contemplated hereby or to duly observe and perform any of its covenants or obligations herein;

(m) the Issuer has conducted its activities in connection with the Offering in compliance with all applicable laws and regulatory requirements;

(n) the Issuer shall not reject any subscription for Offered Shares tendered by the Agent, unless all such subscriptions tendered exceed the number of Common Shares offered pursuant to the Offering;

(o) there is not presently, and will not be until the conclusion of the distribution under the Prospectus, any Material Change or change in any Material Fact relating to the Issuer, its business or its securities which has not been or will not be fully disclosed in the Prospectus or otherwise to the Agent; and

(p) other than the Agent, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder’s fee in connection with the transactions described herein.

10.2 The Agent warrants, represents and covenants to the Issuer that:

(a) it is a valid and subsisting corporation under the laws of the jurisdiction in which it was organized;

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

(c) it is registered in the Selling Jurisdictions and it has complied with and will fully comply with the requirements of all applicable securities laws, including, without limitation, the by-laws and rules of the Exchange in relation to trading in the Offered Shares and all matters relating to the Offering.

10.3 The Agent hereby covenants to use its commercially reasonable efforts to solicit subscriptions for Offered Shares in the Selling Jurisdictions and without limiting the generality of the foregoing, to obtain subscriptions from at least 200 Subscribers, each of such Subscribers:

(a) individually purchasing, directly or indirectly, no more than 2% of the Offered Shares offered pursuant to the Offering, and, in conjunction with such Subscriber's Associates and Affiliates (as those terms are defined in the policies of the Exchange), purchasing no more than 4% of the Offered Shares offered pursuant to the Offering;

(b) beneficially owning at least 1,000 common shares free of resale restrictions; and

(c) not being a Non Arm's Length Party to the Issuer (as that term is defined in the policies of the Exchange).

10.4 The Agent hereby covenants and agrees that it will not solicit subscriptions for Offered Shares except in compliance with the Acts, the rules, policies and by-laws of the Exchange and the terms and conditions set forth in the Prospectus and this Agreement and hereby indemnifies the Issuer and agrees to save the Issuer harmless from and against any and all losses, damages, liabilities, costs, expenses, claims or suits caused by or arising out of the Agent's gross negligence or misconduct which gives rise to a breach of the Agent's covenants contained in this Agreement.

10.5 The obligation of the Agent to execute any certificate or deliver any documents pertaining to the Prospectus shall be conditional upon compliance by the Issuer to the date of such execution and delivery with each of its covenants contained in this Agreement to be complied with prior to the filing of the Prospectus.

10.6 The Agent acknowledges, covenants and agrees that it:

(a) shall require any investment dealer or broker, other than the Agent, with which the Agent has or may have a contractual relationship in respect of the distribution of the Offered Shares (each, a "**Selling Firm**") to comply with the Acts in connection with the distribution of the Offered Shares and shall offer the Offered Shares for sale to the public in the Selling Jurisdictions directly and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement;

(b) shall provide all such notices and documents as may be required in connection with the Offering, including those required for the Prospectus by the orders, policies, rules, regulations, by-laws and procedures of the Commissions and the Exchange which govern capital pool company offerings, as amended from time to time;

(c) shall close the subscription books and thereafter not receive any further subscriptions for the Offered Shares at the earlier of such time: (i) as orders for all the Offered Shares have been received; or (ii) as prescribed by the Acts; and

(d) shall deliver to the Exchange as soon as reasonably possible after the Closing Date, a Distribution Summary Statement (Form 2E) as required by the policies of the Exchange.

11. EXPENSES OF AGENT

11.1 The Issuer will pay all of the reasonable expenses of the Offering and all the expenses reasonably incurred by the Agent in connection with the Offering including, without limitation, travel expenses, searches and other direct costs incurred by the Agent to complete the due diligence process, as well as reasonable fees and disbursements of the solicitors for the Agent**.** The Agent acknowledges receiving a retainer of $7,000, which amount will be applied against such expenses.

11.2 The Issuer will pay the expenses referred to in section 11.1 even if the transactions contemplated by this Agreement are not completed, or this Agreement is terminated, unless the failure to complete the transactions contemplated by this Agreement or the termination of this Agreement is the result of a breach of this Agreement by the Agent.

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

11.4 The Issuer will authorize the Agent to deduct its reasonable expenses in connection with the Offering from the gross proceeds of the Offering, including expenses for which an account has not yet been rendered to the Issuer upon delivery to, and review by, the Issuer of the account, such authorization not to be unreasonably withheld.

12. RIGHT OF FIRST REFUSAL

12.1 The Issuer will notify the Agent (the "**Q.T. Notice**") of any agreement in principle which is reached with respect to a Qualifying Transaction until that day which is 24 months after the Closing Date and the Agent will have the right of first refusal to act as the Issuer's sponsor with respect to the Qualifying Transaction during that period, if sponsorship is required by the Exchange in connection with the Issuer's Qualifying Transaction.

12.2 The right of first refusal provided for above must be exercised by the Agent within seven business days following its receipt of the Q.T. Notice by notifying the Issuer in writing that it will provide sponsorship on the terms set out in the Q.T. Notice.

12.3 If the Agent fails to give the Q.T. Notice with the time specified, the Issuer will then be free to make other arrangements to obtain sponsorship from another source on the same terms or on terms no less favourable to the Issuer than that specified in the Q.T. Notice.

13. INDEMNITY AND CONTRIBUTION

13.1 The Issuer will indemnify the Agent and each of the Agent's sub-agents, directors, officers and employees (collectively, the "**Indemnified Parties**") and save them harmless against all losses (other than loss of profits), claims, damages or liabilities:

(a) existing (or alleged to exist) by reason of untrue statement contained in the Prospectus or by reason of the omission to state in the Prospectus any Material Fact necessary to make any statement in the Prospectus not misleading (except for information and statements supplied by and referring solely to the Agent);

(b) arising directly or indirectly out of any order made by any Regulatory Authority based upon an allegation that any such untrue statement, untrue representation or omission exists (except for information and statements referring solely to the Agent) including, without limitation, an order that trading in or distribution of the Securities is to cease;

(c) resulting from the failure by the Issuer to file an amendment to the Prospectus as required by the Acts;

(d) resulting from any representation or warranty made by the Issuer herein not being true or ceasing to be true in any material respect;

(e) resulting from the breach by the Issuer of any of the material terms of this Agreement; or

(f) if, following the completion of a distribution of any of the Securities, a determination is made by any competent authority setting aside the sale unless that determination arises out of an act or omission by the Agent.

13.2 Notwithstanding the foregoing, the indemnity provided herein shall cease to apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such losses, claims, damages or liabilities to which an Indemnified Party may be subject were caused by the gross negligence or wilful misconduct of such Indemnified Party.

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

13.4 The Issuer may assume the defence of the action or claim, including the employment of counsel and the payment of all reasonable expenses associated therewith.

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

13.6 If this indemnification under this Agreement is found in a final judgment (not subject to further appeal) by a court of competent jurisdiction not to be available for reason of public policy, the Issuer and the Indemnified Parties will contribute to the losses, claims, damages, liabilities or expenses (or actions in respect thereof) for which such indemnification is held unavailable in such proportion as is appropriate to reflect not only the relative benefits received by the Issuer, on the one hand, and the Agent or any other Indemnified Party on the other hand, but also the relative fault of the Issuer, the Agent or any other Indemnified Party as well as any relative equitable considerations. No person found liable for a fraudulent misrepresentation (within the meaning of applicable securities laws) will be entitled to contribution from any person who is not found liable for such fraudulent misrepresentation.

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

14. ASSIGNMENT AND SELLING GROUP PARTICIPATION

14.1 The Agent will not assign this Agreement or any of its rights under the Agreement nor, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the written consent of the Issuer and notice has been given to and accepted by the Regulatory Authorities.

15. NOTICE

15.1 Any notice under this Agreement must be given in writing and must be delivered, sent by facsimile transmission or mail by prepaid post as follows:

If to the Issuer to:

Vector Resources Inc.
79 Wellington Street West, Suite 2300
Toronto, Ontario M5K 1H1
Facsimile: (416) 360-8277

Attention: Mr. Darryl Levitt

with a copy to:

Macleod Dixon LLP
79 Wellington Street West
Suite 2300, PO Box 128
Toronto, Ontario M5K 1H1
Facsimile: (416) 360-8277

Attention: Mr. Tanner Helwig

If to the Agent to:

Macquarie Private Wealth Inc.
550 Burrard Street, Suite 500
Vancouver, B.C. V6C 2B5
Fax Number: (604) 640-0464

Attention: Ms. Nargis Sunderji

with a copy to:

Getz Prince Wells LLP
1810 - 1111 West Georgia St.
Vancouver, British Columbia V6E 4M3
Facsimile: (604) 685-9798

Attention: Ms. Zahra Ramji

15.2 If notice is sent by facsimile, electronic mail or is delivered, it will be deemed to have been given at the time of transmission or delivery.

15.3 If notice is mailed, it will be deemed to have been received 72 hours following the date of mailing.

15.4 If there is an interruption in normal mail service due to strike, labour unrest or other cause at or during the 72 hours immediately after the time a notice is mailed, the notice will be sent by facsimile transmission or will be delivered.

16. TIME

16.1 Time is of the essence of this Agreement.

17. SURVIVAL

17.1 The representations, warranties, covenants and indemnities of the parties contained in this Agreement will survive the closing of Offering.

18. LANGUAGE

18.1 This Agreement is to be read with all changes in gender and number as required by the context.

19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior agreements with respect thereto between the Issuer and the Agent, including, without limitation, the letter of engagement between the Issuer and the Agent dated January 12, 2011.

20. ENUREMENT

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

21. HEADINGS

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

22. LAW

22.1 This Agreement will be governed by, subject to and interpreted in accordance with the laws prevailing in the Province of Ontario and the federal laws of Canada applicable therein, and the courts of the Province of Ontario will have exclusive jurisdiction over any dispute arising in connection with this Agreement.

23. COMMUNICATION WITH PUBLIC

23.1 All press releases and publicly available filings in respect of this Agreement or any other related instrument or with respect to the relationship between the Issuer and the Agent made by the Issuer will be approved by the Agent, acting reasonably.

24. COUNTERPARTS

24.1 This Agreement may be executed in as many counterparts as may be necessary and by facsimile and such counterparts together will constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear the date as of the day and year first above written.

THE PARTIES, intending to be contractually bound, have executed this Agreement as of the date and year first above written.

VECTOR RESOURCES INC.

By:

(signed) "*Darryl Levitt*"
Authorized Signatory

By:

(signed) "*Mike Nell*"
Authorized Signatory

MACQUARIE PRIVATE WEALTH INC.

By:

"Chris Salapoutis"
Authorized Signatory

SCHEDULE A

FORM OF OPINION

♦, 2011

Macquarie Private Wealth Inc.
550 Burrard Street, Suite 500
Vancouver, B.C. V6C 2B5

Getz Prince Wells LLP
1810-1111 West Georgia Street
Vancouver, B.C. V6E 4M3

Dear Sirs/Mesdames:

Re: Vector Resources Inc. - Public Offering of ♦ Offered Shares

We have acted as counsel to Vector Resources Inc. (the "Company") in connection with the issue and sale by the Company in the provinces of British Columbia, Alberta and Ontario of ♦ Common Shares (the "Offered Shares") at a price of $0.20 per Offered Share, described the Company's preliminary prospectus dated July 20, 2011 (the "Preliminary Prospectus") and the final prospectus dated ♦, 2011 (the "Final Prospectus"). This opinion letter is being delivered to you pursuant to the terms of the agency agreement dated September 28, 2011 (the "Agency Agreement") between Macquarie Private Wealth Inc. (the "Agent") and the Company. All capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agency Agreement.

In accordance with the terms of the Agency Agreement, the Company has issued to the Agent an option (the "Agent's Option") to purchase ♦ Common Shares of the Company (the "Agent's Option Shares") at a price of $0.20 per Agent's Option Share for a period of 24 months from the date on which common shares of the Company are listed on the Exchange.

A. Documentation

As counsel to the Company, we have participated in the preparation of or have reviewed the following documents and agreements:

(a) the Preliminary Prospectus and the Final Prospectus;

(b) the Agency Agreement; and

(c) the forms of certificate for the Offered Shares and the Agent's Option.

B. Jurisdiction

We are solicitors qualified to practise law in the provinces of Ontario and Alberta (together, the "Provinces"), however, our opinions hereinafter expressed are limited to the laws of the Province of Ontario and the federal laws of Canada applicable therein except in the case of paragraph 13 in which we also express an opinion on the laws of the Province of Alberta. We express no opinion as to any other laws or any matter governed by any other laws.

For the purposes of the opinions set out below, the term "Applicable Securities Laws" means the *Securities Act* (Ontario), as amended, the *Securities Act* (Alberta), as amended, and the respective regulations thereunder, and all national instruments, multilateral instruments, policies, rules, orders, notices and interpretation notes adopted by the Ontario Securities Commission (the "OSC") or the Alberta Securities Commission (the "ASC") in effect as of the date of this opinion letter.

C. Assumptions and Reliance

[add assumptions as necessary]

D. Opinions

Based and relying solely upon the foregoing and subject to the qualifications, limitations and assumptions set forth herein, we are of the opinion that:

1. The Company was incorporated under the laws of the Province of Ontario and has not been dissolved.

2. The Company has the corporate power and capacity to conduct its business as now conducted by it and to enter into and perform its obligations under the Agency Agreement.

3. The Company is qualified to carry on business in the jurisdictions in which it carries on business.

4. All necessary corporate action has been taken to authorize the execution and delivery by the Company of the Preliminary Prospectus, the Final Prospectus and the Agency Agreement.

5. The authorized capital of the Company is as disclosed in the Final Prospectus. As at the date hereof, and prior to giving effect to the issuance of the Offered Shares, ♦ common shares of the Company are issued and outstanding. The material rights, privileges, restrictions and conditions attaching to the Offered Shares are accurately summarized, in all material respects, in the Final Prospectus.

6. The Exchange has conditionally approved the listing of the Offered Shares and the Agent's Option Shares on the Exchange, subject to the Company fulfilling all of the requirements and conditions of the Exchange.

7. The financial statements of the Company contained in the Final Prospectus have been approved by the Company's board of directors.

8. The Offered Shares have been validly issued as fully-paid and non-assessable Common Shares in the capital of the Company.

9. The Agent's Option has been duly created and validly authorized and the Agent's Option Shares have been authorized for issuance and will, when issued upon the proper exercise of the Agent's Option in accordance with its terms and upon receipt by the Company of payment therefor, be validly issued as fully paid and non-assessable Common Shares.

10. Olympia Transfer Services Inc., at its principal office in Toronto, Ontario, has been appointed registrar and transfer agent of the Common Shares.

11. The execution and delivery of the Agency Agreement, and the performance of and compliance with the terms thereof by the Company and the issuance of the Offered Shares, the Agent's Option and the Agent's Option Shares will not conflict with or constitute a breach or default under the articles or by-laws of the Company or any commitment, agreement or other instrument to which, to our knowledge, the Company is a party or by which it is bound.

12. The Company's directors and officers as disclosed in the Final Prospectus have been duly elected or appointed and hold the office indicated in the Final Prospectus.

13. All documents have been filed and all proceedings have been taken under Applicable Securities Laws to qualify the Offered Shares and the Agent's Option as provided in the Final Prospectus for distribution in the Provinces by or through investment dealers or brokers who are registered under Applicable Securities Laws and who have complied with the relevant provisions of such Applicable Securities Laws.

14. The issuance of the Agent's Option Shares upon the proper exercise of the Agent's Option will be exempt from the prospectus requirements of the Securities Laws and no filing, proceeding, approval, consent or authorization is required to be made by the Company under the Securities Laws to permit the issuance of such shares.

15. The first trade in the Offered Shares and the Agent's Option Shares is not subject to the prospectus requirements of the Securities Laws provided such trade is not:

    (a) a "control distribution" within the meaning of NI 45-102; or

    (b) a transaction or series of transactions involving a purchase and sale or a repurchase and resale in the course of or incidental to a control distribution.

SCHEDULE B

FORM OF OFFICERS' CERTIFICATE

TO: Macquarie Private Wealth Inc.
550 Burrard Street, Suite 500
Vancouver, B.C. V6C 2B5

AND TO: Getz Prince Wells LLP
1810-1111 West Georgia Street
Vancouver, B.C. V6E 4M3

AND TO: Macleod Dixon LLP
79 Wellington Street West
Suite 2300, PO Box 128
Toronto, Ontario M5K 1H1

Pursuant to section 6.1 of the agency agreement between Vector Resources Inc. (the "Company") and Macquarie Private Wealth Inc. (the "Agent") dated as of September 28, 2011 (the "Agency Agreement"), the undersigned, Darryl Levitt and Keith Baptist, signing in our capacities as the President, Chief Executive Officer and Corporate Secretary of the Company and Chief Financial Officer of the Company, respectively, and not in our personal capacities and without personal liability, hereby certify that:

1. the undersigned are aware that this certificate is given, in part, in support of legal opinions to be given by Macleod Dixon LLP on the date hereof in connection with the Offering;

2. the representations and warranties of the Company contained in the Agency Agreement are true and correct as of the date hereof with the same force and effect as if made at and as of the date hereof after giving effect to the transactions contemplated thereby;

3. the Company has duly complied in all material respects with all of the covenants of the Company contained in the Agency Agreement and satisfied all the terms and conditions contained therein on its part to be performed or satisfied at or prior to the date hereof;

4. no order, ruling or determination having the effect of suspending the sale or restricting or ceasing the trading of the Common Shares has been issued and no proceedings for that purpose have been instituted or are pending or are, to our knowledge and information, contemplated or threatened under the Acts or by any Regulatory Authority;

5. the Company is not in default with respect to any filings it is required to make with the Exchange or any securities regulatory authority having jurisdiction over the securities of the Company;

6. the Company is not insolvent, no acts or proceedings have been taken by or against the Company in connection with, the Company has not received any notice in respect of, and the Company is not in the course of, liquidation, winding-up, dissolution, bankruptcy or reorganization;

7. the Company has not received notice of any proceedings to cancel its certificate of incorporation or otherwise to terminate its existence;

8. the Company has not taken any steps to terminate its existence, to amalgamate, to continue in any other jurisdiction or to change its corporate existence in any way;

9. the Company has not received any notice or other communication from any governmental authority or other person indicating that there exists any situation which, unless remedied, could result in the termination of its existence;

10. no actions or proceedings for the merger, consolidation, amalgamation, winding-up, liquidation, dissolution, bankruptcy or sale of assets and business of the Company is being contemplated at the date hereof. The undersigned have no knowledge of any such actions or proceedings having been commenced or being contemplated in respect of the Company by any other party. The Company has not failed to make any filings or pay any taxes that might constitute grounds for the cancellation of its certificate of incorporation;

11. the minute books of the Company as presented to Macleod Dixon LLP contain a complete record of all minutes and resolutions of the directors (and any committees of directors) and shareholders of the Company. The minute books of the Company contain true and complete copies of all constating documents of the Company as at the date hereof;

12. as at the date hereof, there are 1,125,000 Common Shares issued and outstanding and the only outstanding options, warrants and other rights to acquire Common Shares or other securities of the Company are as disclosed in the Final Prospectus;

13. Olympia Transfer Services Inc., at its principal offices in the City of Toronto, Ontario, is the duly appointed registrar and transfer agent for the Common Shares;

14. since the date of the Final Prospectus there has been no material change, financial or otherwise, in the assets, liabilities (contingent or otherwise), business, properties, operations or capital of the Company;

15. since the date of the Final Prospectus no transaction out of the ordinary course of business, which is of a nature material to the Company has been entered into by the Company;

16. all information and statements contained in the Final Prospectus is and was true and correct in all material respects at the time of delivery thereof and constitutes full, true and plain disclosure of all material facts relating to the Company and the securities issued under the Final Prospectus and no material fact or material information has been omitted therefrom which is required to be stated therein or is necessary to make statements or information contained therein not misleading in light of the circumstances under which they were made; and

17. there are no material facts not disclosed in the Final Prospectus.

Capitalized terms used herein, and not defined herein, have the meanings respectively ascribed to them in the Agency Agreement.

DATED at ________________________________, as of _____________________, 2011.

____
Darryl Levitt, President, Chief Executive Officer and
Corporate Secretary

____
Keith Baptist, Chief Financial Officer