AGENCY AGREEMENT

(Capital Pool Company)

THIS AGREEMENT dated for reference the 27th day of June, 2012.

AMONG:

WESTHAM RESOURCES CORP., of 1600 - 609 Granville Street, Vancouver, BC V7Y 1C3

(the "**Issuer**")

AND:

HAYWOOD SECURITIES INC., of 700 - 200 Burrard Street, Vancouver, BC V6C 3L6

("**Haywood**")

AND:

WOLVERTON SECURITIES LTD., of 17th Floor, 777 Dunsmuir Street, Vancouver, BC V7Y 1J5

("**Wolverton**")

WHEREAS:

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

B. The Issuer wishes to appoint the Agents, as its exclusive Agents, to distribute those securities and to provide advice in connection with the Issuer's listing application with the Exchange, and the Agents are willing to accept the appointment on the terms and conditions of this Agreement.

THE PARTIES to this Agreement therefore agree:

1. DEFINITIONS

In this Agreement:

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

(b) **"Agents"** means Haywood and Wolverton;

(c) **"Agents' Commission"** means the commission payable by the Issuer to the Agents pursuant to subsection 3.1;

(d) **"Agents' Options"** means the options of the Issuer to be issued to the Agents pursuant to subsection 3.2;

(e) **"Agents' Option Shares"** means the previously unissued Common Shares in the capital of the Issuer, as presently constituted, which may be issued upon the exercise of the Agents' Options;

(f) **"Applicable Securities Laws"** means the Acts and the respective regulations, rules, instruments, blanket rulings and orders made thereunder, together with applicable published fee schedules, prescribed forms, policy statements and other regulatory instruments of the Commissions;

(g) **"Certificates"** means the certificates representing the Common Shares in the names and denominations directed by the Agents, and the certificates representing the Agents' Options in the names and denominations directed by the Agents;

(h) **"Closing Date"** has the meaning ascribed thereto in subsection 7.3;

(i) **"Closing Time"** has the meaning ascribed thereto in subsection 7.3;

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

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

(l) **"Corporate Finance Fee"** means the non-refundable fee of $10,000 plus H.S.T., which is payable by the Issuer to the Agents in partial consideration of the services performed by the Agents under this Agreement;

(m) **"Effective Date"** means the date on which a receipt for the Final Prospectus is issued by or on behalf of the Commissions;

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

(o) **"Final Prospectus"** means the final prospectus filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;

(p) **"Listing Date"** means the date the Common Shares are listed for trading on the Exchange;

(q) **"Material Change"** has the meaning ascribed thereto in the Acts;

(r) **"Material Fact"** has the meaning ascribed thereto in the Acts;

(s) **“Offering”** means the offering of 2,000,000 Common Shares under the Prospectus;

(t) **“Offering Price”** means the price at which the Common Shares are offered for sale under the Prospectus, being $0.10 per Common Share;

(u) **“Policy”** means Policy 2.4 of the Exchange entitled “Capital Pool Companies”, as amended from time to time;

(v) **“Preliminary Prospectus”** means the preliminary prospectus filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;

(w) **“Proceeds”** means the gross proceeds of the Offering, less;

(i) the Agents’ Commission;

(ii) the Corporate Finance Fee; and

(iii) the expenses of the Agents, including the reasonable fees and disbursements of the Agents’ legal counsel, incurred in connection with the Offering and not repaid by the Issuer;

(x) **“Prospectus”** means the Preliminary Prospectus and Final Prospectus, as applicable, filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering, and the qualification of the issuance of the Common Shares and the Agents’ Options, and any amendments thereto which may be filed with the Regulatory Authorities;

(y) **“Qualifying Jurisdictions”** means the Provinces of British Columbia, Alberta and Ontario and such other jurisdictions where the Offering may legally be sold as determined by the Issuer and the Agents;

(z) **“Qualifying Transaction**” has the meaning ascribed thereto in the Policy;

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

(bb) **“Securities”** means the Common Shares, the Agents’ Options and the Agents’ Option Shares.

2. APPOINTMENT OF AGENTS

2.1 The Issuer appoints the Agents as its exclusive Agents and the Agents accept the appointment and agree to act as the exclusive Agents of the Issuer and to offer the Common Shares for sale pursuant to the Prospectus at the Offering Price on a commercially reasonable efforts basis.

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

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

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

3. AGENTS' COMMISSION AND FEES

3.1 The Issuer will pay the Agents a cash commission (the **"Agents' Commission"**) equal to 7% of the gross proceeds of the sale of the Common Shares, whether purchased by the Agents for its own account or for its clients or purchased by other members of the Exchange for their own accounts or for their respective clients.

3.2 As further consideration for the Agents assisting the Issuer in connection with the Offering, the Issuer will issue to the Agents (or to members of the Agents' selling group in such amounts as the Agents direct) options (the "**Agents' Options**"), entitling the holders thereof to purchase for a period of 24 months from the Listing Date such number of Agents' Option Shares as is equal to 7% of the number of Common Shares sold under the Offering at a price of $0.10 per Agents' Option Share. The Agents' Options will be non-transferable and the distribution of the Agents' Options will be qualified under the Prospectus.

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

3.4 The issue of the Agents' Options will not restrict or prevent the Issuer from obtaining any other financing, nor from issuing additional securities or rights during the period within which the Agents' Options are exercisable.

3.5 The Issuer will pay the Agents the Corporate Finance Fee of $10,000.

4. OFFERING TERMS

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

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

(a) payment of the aggregate subscription price in a manner acceptable to the Agents; and

(b) such documents, certificates and forms as, in the opinion of the Agents, may be required.

4.3 The Offering is subject to all the Common Shares being subscribed for under the Offering.

4.4 All funds received by the Agents for subscriptions will be held in trust by the Agents.

4.5 Notwithstanding any other term of this Agreement, all subscription funds received by the Agents will be returned to the subscribers without interest or deduction if the Offering does not close within 90 days after the date of the receipt for the Final Prospectus, or within 90 days after the date of the receipt for an amendment to the Final Prospectus in which case the Offering must not close later than 180 days from the date of the receipt for the Final Prospectus.

5. FILING OF PROSPECTUS AND CONDUCT OF THE OFFERING

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

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

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

5.4 Following the Effective Date and after consulting with the Exchange, the Issuer and the Agents will set the Closing Date and the Closing Time. The Closing Date will be no later than 90 days after the date of the receipt for the Final Prospectus or within 90 days after the date of the receipt for the amendment to the Final Prospectus, in which case the Offering must not close later than 180 days from the date of the receipt for the Final Prospectus.

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

(a) notify the Agents immediately, in writing, with full particulars of the Material Change;

(b) if required by applicable securities laws, 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, in a form acceptable to the Agents disclosing the Material Change; and

(c) provide as many copies of that amendment to the Agents, as the Agents may reasonably request.

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

6. OPINIONS AND CERTIFICATES

6.1 Prior to the Agents executing the Agents' certificate attached to the Final Prospectus, the Issuer will deliver to the Agents and its legal counsel in forms acceptable to them a certificate of the Issuer, dated as of the date of the Final Prospectus and signed by the chief executive officer and the chief financial officer of the Issuer or by such other officer approved by the Agents, certifying certain facts relating to the Issuer and its affairs (the **"Officers' Certificate"**).

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

(a) the Officers' Certificate, updated to the Closing Date;

(b) an opinion of legal counsel for the Issuer addressed to the Agents and its legal counsel relating to any legal matter in connection with the Prospectus and the creation, issuance and sale of the Securities in the Qualifying Jurisdictions for which the Agents may reasonably request an opinion; and

(c) documents evidencing the necessary approval of the Regulatory Authorities for the Offering and the conditional listing of the Common Shares and the Agents' Option Shares on the Exchange.

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

7. CONDITIONS OF CLOSING AND CLOSING

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

(a) all actions required to be taken by or on behalf of the Issuer, including the passing of all requisite resolutions of directors of the Issuer, will have been taken so as to approve the Prospectus and to validly create and distribute the Securities;

(b) the Issuer will have made all necessary filings with and obtained all necessary approvals, consents and acceptances from the Commissions and the Exchange for the Prospectus and to permit the Issuer to fulfil its obligations hereunder;

(c) the Common Shares and the Agents' Option Shares will have been conditionally accepted for listing on the Exchange; and

(d) the certificates, opinions and other documents contemplated by section 6 of this Agreement will have been delivered to the Agents and its legal counsel.

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

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

7.4 The Issuer will, on the Closing Date, deliver the Certificates to the Agents against payment of the Proceeds. The Agents will, on the Closing Date, deliver to the Issuer a written description and reconciliation of its expenses deducted from the gross proceeds of the Offering.

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

8. ISSUER OBLIGATIONS

8.1 The Issuer covenants and agrees with the Agents to make whatever arrangements are reasonably necessary with its auditors to permit its auditors to participate in any due diligence investigations or meetings requested by the Agents in connection with the Offering.

8.2 The Issuer covenants and agrees with the Agents to not directly or indirectly issue, sell, offer, grant an option 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 financial instruments convertible or exchangeable into Common Shares (other than for purposes of exercising existing stock options issued pursuant to the Issuer's stock option plan, the grant of new stock options in the normal course of business or pursuant to an agreement to acquire assets that will form the basis of a Qualifying Transaction) not disclosed in the Prospectus for a period of 120 days from the Closing Date without the prior written consent of the Agents, such written consent not to be unreasonably withheld.

9. TERMINATION

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

(a) there is an event, accident, act of terrorism, public protest, governmental law or regulation or other occurrence of any nature which, in the sole opinion of the Agents, seriously affects or will seriously affect the financial markets or the business of the Issuer or the ability of the Agents to perform their obligations under this Agreement;

(b) the Common Shares cannot, in the opinion of the Agents, be practicably or profitably marketed due to the state of the financial markets;

(c) following a consideration of the history, business, products, property or affairs of the Issuer or its principals and promoters, or of the state of the financial markets in general, or the state of the market for the Issuer's securities in particular, the Agents determine, in their sole discretion, that it is not in the interest of the purchasers to complete the purchase and sale of the Common Shares;

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

(e) an adverse Material Change or an adverse change in a Material Fact occurs, or is likely to occur, in the business, affairs, capital or share ownership of the Issuer.

9.2 The Agents may terminate their obligations under this Agreement at any time if:

(a) any order to cease trading (including communicating with persons in order to obtain expressions of interest) in the securities of the Issuer is made by a competent regulatory authority and that order is still in effect;

(b) the Issuer is in breach of any term of this Agreement in any material respect;

(c) the Agents determine that any of the representations or warranties made by the Issuer in this Agreement are false or have become false in any material respect;

(d) the Agents are advised that the Exchange will not approve the listing of the Common Shares; or

(e) the Agents are not, in their sole discretion, satisfied with the results of its due diligence review of the Issuer.

9.3 This Agreement will terminate if the Effective Date has not occurred within 120 days of the reference date of this Agreement or by such other date as may be agreed to by the Issuer and the Agents.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Issuer represents and warrants to the Agents that:

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

(b) the Issuer is duly registered or licensed to carry on business in each jurisdiction in which it carries on business or owns property;

(c) the authorized and issued capital of the Issuer is as disclosed in the Prospectus and the issued Common Shares of the Issuer are validly issued, fully paid and non-assessable;

(d) upon their issuance, the Common Shares and all Agents’ Option Shares that may be issued upon the due exercise (including payment of the exercise price per Agents’ Option Share) of the Agents’ Options will be validly issued as fully paid and non-assessable Common Shares of the Issuer;

(e) the Issuer is the registered, legal and beneficial owner of the assets referred to in the Prospectus;

(f) the Issuer has no subsidiaries;

(g) except as disclosed in the Prospectus, there are no outstanding options, agreements or rights of any kind whatsoever to acquire Common Shares or any other securities of the Issuer;

(h) the Issuer currently carries on business as a capital pool company, as contemplated by the Policy, and has complied with and will continue to comply with the requirements of the Policy until it completes a Qualifying Transaction;

(i) the Issuer will use its commercially reasonable efforts to maintain its status as a reporting issuer not in default of any Applicable Securities Laws for a period of 24 months following the Listing Date, and will use its commercially reasonable efforts to maintain its listing on the Exchange during such 24 months and to complete a Qualifying Transaction within such 24 months;

(j) the Prospectus contains full, true and plain disclosure of all “material facts”, within the meaning of the Acts, relating to the Issuer, and its business and securities, and contains no “misrepresentations”, within the meaning of the Acts;

(k) the financial statements of the Issuer which form part of the Prospectus accurately reflect the financial position of the Issuer at the date of the financial statements and there have been no adverse Material Changes in the financial position of the Issuer since that date, except as fully and plainly disclosed in the Prospectus;

(l) the Issuer has complied and will comply fully with the requirements of all applicable corporate and securities laws, including, without limitation, the Acts and the *Business Corporations Act* (British Columbia) in relation to the issue and trading of its securities and all matters relating to the Offering;

(m) the issue and sale of the Securities by the Issuer does not and will not conflict with, and does not and will not result in a breach of, any of the terms of the Issuer’s incorporating documents or any agreement or instrument to which the Issuer is a party;

(n) except as disclosed in the Prospectus, the Issuer is not a party to any actions, suits or proceedings which could materially affect their business or financial condition, and no such actions, suits or proceedings are contemplated or have been threatened;

(o) except as disclosed in the Prospectus:

(i) none of the directors or officers of the Issuer are indebted or under obligation to the Issuer, on any account whatsoever; and

(ii) the Issuer has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any person, firm or corporation of any kind whatsoever;

(p) to the knowledge of the Issuer, all tax returns, reports, elections, remittances and payments of the Issuer, required by law to have been filed or made, have been filed or made and are substantially true, complete and correct and all taxes of the Issuer, have been paid or accrued and are reflected in the financial statements which form part of the Prospectus;

(q) the Issuer has made adequate provision for taxes payable for the current period for which tax returns are not yet required to be filed and the Issuer is not aware of any contingent tax liability affecting the Issuer;

(r) there is not presently, and will not be until the completion of the Offering, any Material Change or change in any Material Fact relating to the Issuer which has not been or will not be fully disclosed to the Agents;

(s) the minute book of the Issuer, as provided or made available to the Agents or their legal counsel, is true and correct in all material respects and contain all the resolutions of its respective directors and shareholders;

(t) other than the Agents, 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;

(u) the Issuer is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of the Issuer’s knowledge no such actions, suits or proceedings are contemplated or have been threatened which are not disclosed in the Prospectus;

(v) there are no judgments against the Issuer which are unsatisfied, nor is the Issuer subject to any consent decrees or injunctions;

(w) Computershare Investor Services Inc. has been duly appointed as the registrar and transfer agent of the Common Shares;

(x) this Agreement has been authorized by all necessary corporate action on the part of the Issuer;

(y) the directors and senior officers of the Issuer have or will have been provided with a copy of the Preliminary Prospectus and the Final Prospectus for their review, and the directors of the Issuer will have duly approved the Preliminary Prospectus and Final Prospectus at the respective times they are filed with the Commissions and the Exchange, and will have authorized their distribution by the Agents in connection with the Offering;

(z) the Issuer will in good faith discuss with the Agents any change in circumstances which is of a nature that there is reasonable doubt as to whether notice in writing needs to be given to the Agents pursuant to paragraph 5.5(a) of this Agreement;

(aa) the Issuer has set aside sufficient shares in its treasury to issue the Common Shares and the Agents’ Option Shares; and

(bb) the representations and warranties in this section are true and correct and will remain so at all times up to and including the Closing Time.

10.2 The Agents represent and warrant to the Issuer that:

(a) they are valid and subsisting corporations duly incorporated, continued or amalgamated and in good standing under the laws of the jurisdiction in which they were incorporated, continued or amalgamated;

(b) they will use their best efforts to solicit and obtain subscriptions for the Common Shares in the Qualifying Jurisdictions in such a manner so as to enable the Issuer to comply with the requirements of subsection 3.2 of the Policy;

(c) they are members in good standing of the Exchange;

(d) it is registered in each of the Qualifying Jurisdictions;

(e) this Agreement has been authorized by all necessary corporate action on the part of the Agents;

(f) they have complied with and will fully comply with the requirements of the Applicable Securities Laws in the jurisdictions where they are registered in relation to all matters relating to the Offering; and

(g) they will deliver to the Exchange as soon as reasonably possible after the Closing Date, a Distribution Summary Statement as required by paragraph 3.2 of Policy 2.3 of the Exchange.

11. EXPENSES OF AGENTS

11.1 The Issuer will pay all of the expenses of the Offering which shall not exceed $10,000, exclusive of taxes, and all the expenses reasonably incurred by the Agents in connection with the Offering and their services provided under this Agreement, whether or not it is completed, including, without limitation, marketing costs, due diligence costs, travel costs, the fees and the reasonable expenses of the legal counsel for the Agents and the fees and expenses of any experts or third parties engaged by the Agents (following written consent by the Issuer), expenses incurred in conducting background checks on the existing or proposed directors, officers and promoters of the Issuer, long distance telephone, courier, photocopying, fax and similar expenses. The Issuer has paid to the Agents a retainer in the amount of $5,000 in connection with the Agents' anticipated expenses, including legal expenses.

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

11.3 The Agents 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 authorizes the Agents to deduct its expenses in connection with the Offering from the gross proceeds of the Offering and any advance payments made by the Issuer, including expenses for which an account has not yet been rendered to the Issuer.

12. GARNISHING ORDERS

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

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

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

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

13. INDEMNITY AND CONTRIBUTION

13.1 The Issuer will indemnify the Agents and each of the Agents' agents, directors, officers and employees (collectively, the **"Indemnified Parties"**) and save them harmless against all losses, claims, damages or liabilities:

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

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

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

(d) resulting from any representation or warranty made by the Issuer in this Agreement being untrue in any material respect or ceasing to be true in any material respect;

(e) resulting from a breach in any material respect by the Issuer of any term of this Agreement;

(f) if the Issuer fails to issue and deliver the certificates representing the Securities in the form and denominations satisfactory to the Agents acting reasonably at the time and place required by the Agents with the result that any completion of a distribution of the Securities does not take place; or

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

13.2 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.

13.3 The Issuer will assume the defence of the action or claim, including the employment of counsel and the payment of all expenses.

13.4 The Indemnified Party will have the right to employ separate counsel, and the Issuer will pay the fees and expenses of such counsel as and when they occur.

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

13.6 The indemnity provided for in this section shall not apply to the extent that a court of competent jurisdiction in a final judgment (not subject to further appeal) determines that the losses, claims, damages, or liability to which the Indemnified Party is or may be subject were primarily caused by the negligence or wilful misconduct or fraud of the Indemnified Party or if any of the Indemnified Parties have been negligent or have committed wilful misconduct or any fraudulent act in the course of the performance of professional services rendered to the Issuer.

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

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

14. PUBLIC DISCLOSURE

The Issuer agrees that no public announcement or press release concerning this Agreement or any other instrument related thereto, or the relationship between the Issuer and the Agents shall be made without prior written consent of the Agents, such consent not to be unreasonably withheld or delayed.

15. NOTICE

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

in the case of the Issuer:

Westham Resources Corp.
1600 - 609 Granville Street,
Vancouver, BC V7Y 1C3

Attention: Scott Gibson, CEO, CFO,
Corporate Secretary and Director

with a copy to:

Anfield Sujir Kennedy & Durno LLP
1600 - 609 Granville Street
Vancouver, BC V7Y 1C3
(Fax No.: 604-669-3877)

Attention: Lyndsay Schooley

and in the case of Haywood:

Haywood Securities Inc.
700 - 200 Burrard Street
Vancouver, BC V6C 3L6
(Fax No.: 604-697-7495)

Attention: Frank Stronach

and in the case of Wolverton:

Wolverton Securities Ltd.
17th Floor - 777 Dunsmuir Street
Vancouver, BC V7Y 1J5
(Fax No.: 604-662-5205)

Attention: Rose Zanic

with a copy to:

McCullough O'Connor Irwin LLP
Suite 2600, Oceanic Plaza
1066 West Hastings Street
Vancouver, British Columbia V6E 3X1
(Fax No.: 604-687-7099)

Attention:	David Gunasekera

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

16. TIME

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

17. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

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

18. ENTIRE AGREEMENT

This Agreement contains the full agreement of the parties in respect of the subject matter hereof and supercedes and replaces the engagement letter dated April 10, 2012.

19. GOVERNING LAW

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

20. LANGUAGE

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

21. ENUREMENT

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

22. HEADINGS

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

23. COUNTERPARTS

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

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

WESTHAM RESOURCES CORP.

Per:
"Scott Gibson"
Scott Gibson, CEO, CFO, Corporate
Secretary and Director

HAYWOOD SECURITIES INC.

Per:

"Frank Stronach"
G. Frank Stronach, MBA, CA
Vice-President – Corporate Finance

WOLVERTON SECURITIES LTD.

Per:

"Colman Wong"
Colman Wong
Senior Vice-President