

The Instructions accompanying this Letter of Transmittal should be read carefully before this Letter of Transmittal is completed.

LETTER OF TRANSMITTAL
FOR COMMON SHARES
OF
WEDGE ENERGY INTERNATIONAL INC.

This Letter of Transmittal, properly completed and duly executed, together with all other required documents, must accompany certificates for common shares (the "**Wedge Shares**") of Wedge Energy International Inc. ("**Wedge**") deposited in connection with the proposed arrangement (the "**Arrangement**") involving Wedge, Undur Tolgoi Minerals Inc. ("**UTMI**"), holders of Wedge Shares ("**Wedge Shareholders**"), holders of stock options and warrants (collectively with the Wedge Shareholders, the "**Wedge Securityholders**") and, holders of convertible notes ("**Wedge Noteholders**"), for which approval will be sought at a special meeting of Wedge Securityholders and Wedge Noteholders to be held on October 21, 2011 (the "**Meeting**") (or any adjournment or postponement thereof) and which Arrangement will be completed with an anticipated effective date of October 25, 2011.

Capitalized terms used but not defined in this Letter of Transmittal have the meanings set out in the management information circular of Wedge dated September 26, 2011 (the "**Information Circular**"), that was prepared and provided to Wedge Securityholders and Wedge Noteholders in connection with the Meeting.

The Arrangement

Wedge and UTMI intend to complete the Arrangement pursuant to section 288 of the *Business Corporations Act* (British Columbia) ("**BCABC**") and have entered into an arrangement agreement dated August 22, 2011, which provides for, subject to a number of conditions, including Wedge Securityholders, Wedge Noteholders, Court and regulatory approvals, (i) the consolidation of Wedge Shares on a one (new) for twenty (old) basis with any resulting fractional shares to be rounded down to the nearest whole Wedge Share (the "**Consolidation**"), (ii) the acquisition of all of the issued and outstanding common shares of UTMI by Wedge in exchange for common shares of Wedge on a one for one basis (the "**Acquisition**"), and (iii) the amalgamation of Wedge and UTMI, to continue as one corporation to be called Undur Tolgoi Minerals Inc (the "**Amalco**").

A detailed discussion of the Arrangement is contained in the Information Circular. Wedge Shareholders are encouraged to carefully review the Information Circular in its entirety.

Equity Financial Trust Company (the "**Transfer Agent**") will, as soon as practicable following the later of the effective date of the Arrangement and the date of deposit of the Wedge Shares represented by the enclosed certificate(s) (the "**Deposited Shares**") and this validly completed and duly signed Letter of Transmittal either:

- (a) forward or cause to be forwarded by first class mail (postage prepaid) or, in the case of postal disruption, by such other means as the Transfer Agent deems prudent, to the former Wedge Shareholders at the address specified in this Letter of Transmittal; or
- (b) if requested by the former Wedge Shareholder in this Letter of Transmittal, make available or cause to be made available at the Transfer Agent for pickup,

a certificate representing that number of common shares of Amalco ("**Amalco Shares**") which such holder has the right to receive, taking into account the Plan of Arrangement, and the certificate so surrendered shall forthwith be cancelled.

Where a certificate formerly representing Wedge Shares is not deposited with all required other documents on or prior to the sixth anniversary date of the Effective Time of the Arrangement, it will

- a) cease to represent a claim by, or interest of, any former Wedge Shareholder of any kind or nature against or in Wedge, UTMI and Amalco (or any successor to any of the foregoing);
- b) be deemed to have surrendered to Amalco together with all entitlements to dividends, distributions and interest thereon held by such former Wedge Shareholder; and
- c) shall be cancelled.

Wedge Shareholders whose Wedge Shares are registered in the name of a broker, investment dealer, bank, trust company or other intermediary should contact such intermediary as soon as possible for instructions and assistance in transmitting their Wedge Shares in accordance with this Letter of Transmittal.

DELIVERY OF SHARE CERTIFICATES REPRESENTING THE WEDGE SHARES AND THIS DULY COMPLETED LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET OUT IN THIS LETTER OF TRANSMITTAL DOES NOT CONSTITUTE VALID DELIVERY. WEDGE SHAREHOLDERS SHOULD TRANSMIT THE SHARE CERTIFICATES REPRESENTING THEIR WEDGE SHARES AND THIS VALIDLY COMPLETED AND DULY SIGNED LETTER OF TRANSMITTAL BY HAND OR COURIER, OR IF BY MAIL, BY REGISTERED MAIL WITH INSURANCE FOR LOSS OR DAMAGE, TO THE TRANSFER AGENT AT THE ADDRESS SET OUT ON THE LAST PAGE OF THIS LETTER OF TRANSMITTAL.

PLEASE CAREFULLY READ THE INFORMATION CIRCULAR AND THE INSTRUCTIONS SET OUT BELOW BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

TO: WEDGE ENERGY INTERNATIONAL INC.

AND TO: UNDUR TOLGOI MINERALS INC.

AND TO: EQUITY FINANCIAL TRUST COMPANY

**PART I
TRANSMITTAL FORM**

In connection with the Arrangement being considered for approval at the Meeting, the undersigned delivers to you the enclosed certificate(s) for Wedge Shares in exchange for a certificate representing Amalco Shares to which the undersigned is entitled to receive upon the Arrangement becoming effective. The following are the details of the enclosed certificate(s):

(Please type or print legibly)

Certificate Number(s)	Name in Which Registered	Number of Wedge Shares Deposited

D Some or all of my Wedge Share certificates have been lost, stolen or destroyed. Please contact me with additional instructions (check box if applicable).

**PART II
GENERAL TERMS**

2. The undersigned transmits herewith the certificate(s) described above for cancellation upon the Arrangement becoming effective. The undersigned acknowledges receipt of the Information Circular and understands that the deposit of the Deposited Shares is subject to the terms, conditions and limitations set out in the Arrangement Agreement and Plan of Arrangement. The undersigned represents and warrants in favour of Wedge, UTMI and Amalco that the undersigned has good and sufficient authority to deposit, sell and transfer the Deposited Shares and all interests therein and at the Effective Time, Wedge will acquire good title to the Deposited Shares (as the same are modified pursuant to the Plan of Arrangement) free from all liens, charges, encumbrances, claims and equities and in accordance with the following: IN CONNECTION WITH THE ARRANGEMENT AND FOR VALUE RECEIVED at the Effective Time all of the right, title and interest of the undersigned in and to the Deposited Shares and in and to any and all dividends, distributions, payments, securities, rights, warrants, assets or other interests (collectively, “**distributions**”) which may be declared, paid, accrued, issued, distributed, made or transferred on or in respect of the Deposited Shares or any of them as and from the effective date of the Arrangement, as well as the right of the undersigned to receive any and all distributions shall have been assigned to Wedge. If, notwithstanding such assignment, any distributions are received by or made payable to or to the order of the undersigned, then (i) in the case of any such cash distribution that does not exceed the cash purchase price per Wedge Share, the consideration payable per Wedge Share pursuant to the Arrangement will be reduced by the amount of any such dividend or distribution received in respect of that Wedge Share, and (ii) in the case of any such cash distribution in an amount that exceeds the cash purchase price per Wedge Share in respect of which the distribution is made, or in the case of any other distribution, the undersigned shall promptly pay or deliver the whole of any such distribution to Equity Financial Trust Company (the “**Transfer Agent**”) for the account of Wedge, together with appropriate documentation of transfer.
3. The undersigned further represents and warrants in favour of Wedge, UTMI and Amalco that:
 - (a) the undersigned has not sold, assigned or transferred or agreed to sell, assign or transfer any of the Deposited Shares (or interests therein) to any other person and that, when the consideration is paid, neither Wedge nor Amalco will be subject to any adverse claim in respect of such Deposited Shares;
 - (b) the undersigned has good title to, and is the registered owner of, the Deposited Shares being deposited, within the meaning of applicable securities laws, free and clear of all mortgages, liens, restrictions, charges, encumbrances, security interests, claims and rights of others;
 - (c) the undersigned has the full power and authority to execute and deliver this Letter of Transmittal and all information inserted into this Letter of Transmittal by the undersigned is complete and accurate;
 - (d) unless the undersigned shall have revoked this Letter of Transmittal by notice in writing given to the Transfer Agent by no later than 5:00 p.m. (Toronto time) on October 20, 2011, or in the event the Meeting is adjourned or postponed, on the business day before the date of any adjourned or postponed Meeting, the undersigned will not, prior to such time, transfer or permit to be transferred any of such Deposited Shares except pursuant to the Arrangement; and
 - (e) the deposit of the Deposited Shares complies with applicable laws.
4. It is understood that the undersigned will not receive a certificate representing that number of Amalco Shares to which the undersigned is entitled until the certificate(s) representing the Deposited Shares owned by the undersigned are received by the Transfer Agent at the address set forth below, together with such additional documents as the Transfer Agent may require. It is further understood that no cash consideration will be paid to the undersigned in respect of the Deposited Shares in connection with the Arrangement. The undersigned further represents and warrants that the delivery of certificate representing that number of Amalco Shares to which the undersigned is entitled in respect of the Deposited Shares will completely discharge any obligations of Wedge, UTMI, Amalco and the Transfer Agent with respect to the matters contemplated by this Letter of Transmittal.

5. The undersigned irrevocably constitutes and appoints each of Donald Padgett and Sabino Di Paola, each of whom is an officer of Wedge, and any other person designated by Wedge in writing, the true and lawful agent, attorney and attorney-in-fact of the undersigned with respect to the Deposited Shares purchased in connection with the Arrangement with full power of substitution (such power of attorney, being coupled with an interest, being irrevocable) to, in the name of and on behalf of the undersigned, (a) register or record the transfer of such Deposited Shares on the registers of Wedge; and (b) execute and negotiate any cheques or other instruments representing any such distribution payable to or to the order of the undersigned.
6. The undersigned revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the undersigned at any time with respect to the Deposited Shares or any distributions other than as set out in this Letter of Transmittal and in any proxy granted for use at the Meeting. Other than in connection with the Meeting, no subsequent authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, will be granted with respect to the Deposited Shares or any distributions by or on behalf of the undersigned, unless the Deposited Shares are not taken up and paid for in connection with the Arrangement.
7. The undersigned covenants and agrees to execute all such documents, transfers and other assurances as may be necessary or desirable to convey the Deposited Shares and distributions effectively to Wedge.
8. Each authority conferred or agreed to be conferred by the undersigned in this Letter of Transmittal may be exercised during any subsequent legal incapacity of the undersigned and will, to the extent permitted by law, survive the death or incapacity, bankruptcy or insolvency of the undersigned and all obligations of the undersigned in this Letter of Transmittal shall be binding upon the heirs, personal representatives, legal representatives, successors and assigns of the undersigned. The undersigned agrees not to take any action in the future which results in the termination of any authority conferred in this Letter of Transmittal.
9. The undersigned instructs Wedge and the Transfer Agent, upon the Arrangement becoming effective, to mail the certificate representing that number of Amalco Shares to which the undersigned is entitled, by first class mail, postage prepaid, or to hold such certificate for pick-up, in accordance with the instructions given below. Should the Arrangement not proceed for any reason, the deposited certificates and other relevant documents shall be returned in accordance with the instructions in the preceding sentence. The undersigned acknowledges that Wedge, UTMI, Amalco and the Transfer Agent shall have no liability in respect of any deliveries made in accordance with the instructions given in this Letter of Transmittal.
10. The undersigned acknowledges that the deposit of Deposited Shares pursuant to the instructions herein will constitute a binding agreement among the undersigned, Wedge, UTMI and Amalco upon the terms and subject to the conditions set out in the Arrangement and this Letter of Transmittal and the undersigned agrees that its representations and warranties set out above, together with the undersigned's covenants set out herein, will survive the completion of the Arrangement.
11. The undersigned declares that the undersigned: (a) is not acting for the account or benefit of a person from any jurisdiction outside of Canada in which the Arrangement would not be in compliance with the laws of such jurisdiction; and (b) is not in, or delivering this Letter of Transmittal from, any such jurisdiction;
12. The undersigned agrees that all questions as to validity, form, eligibility (including timely receipt) and acceptance of any Deposited Shares deposited pursuant to the Arrangement will be determined by Wedge in its sole discretion. Wedge Shareholders who deposit Deposited Shares agree that such determination shall be final and binding. Wedge reserves the absolute right to reject any and all deposits which Wedge determines not to be in proper form or which may be unlawful for it to accept under the laws of any jurisdiction. Wedge reserves the absolute right to waive any defect or irregularity in the deposit of any Deposited Shares. There is no duty or obligation of the Transfer Agent or Wedge or any other person to give notice of any defect or irregularity in any deposit of Deposited Shares, and no liability shall be incurred by any of them for failure to give such notice.
13. By reason of the use by the undersigned of an English language form of Letter of Transmittal, the undersigned shall be deemed to have required that any contract evidenced by the Arrangement as accepted through this Letter of Transmittal, as well as all documents related thereto, be drawn exclusively in the English language. En raison de l'usage d'une lettre d'envoi en langue anglaise par le soussigné, le soussigné et les destinataires

sont présumés d'avoir requis que tout contrat attesté par l'arrangement et son acceptation par cette lettre d'envoi, de même que tous les documents qui s'y rapportent, soient rédigés exclusivement en langue anglaise.

**PART III
DELIVERY INSTRUCTIONS**

BLOCK A
ISSUE CERTIFICATE IN NAME OF: (please print):

(Name)

(Street Address and Number)

(City and Province or State)

(Country and Postal (Zip) Code)

(Telephone — Business Hours)

(Social Insurance or Social Security No.)

BLOCK B
SEND CERTIFICATE (Unless Block “C” is checked) TO:

(Name)

(Street Address and Number)

(City and Province or State)

(Country and Postal (Zip) Code)

BLOCK C
<input type="checkbox"/> HOLD CERTIFICATE FOR PICK-UP AT THE OFFICES OF THE TRANSFER AGENT AT WHICH THIS LETTER OF TRANSMITTAL WAS DEPOSITED.

Signature guaranteed by (if required under Instruction 3):

Authorized Signature

Name of Guarantor (please print or type)

Address (please print or type)

Dated: _____

Signature of Shareholder or Authorized Representative (see Instruction 4)

Name of Shareholder (please print or type)

Name of Authorized Representative (please print or type)

(Telephone — Business Hours)

PART IV INSTRUCTIONS

1. Use of Letter of Transmittal

The method used to deliver this Letter of Transmittal and any accompanying certificates representing Deposited Shares is at the option and risk of the holder, and delivery will be deemed effective only when such documents are actually received. Wedge recommends that the necessary documentation be hand delivered to the Transfer Agent at any of its offices specified below, and a receipt obtained; otherwise the use of registered mail with return receipt requested, properly insured, is recommended. Wedge Shareholders whose Wedge Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee should contact that nominee for assistance in depositing those Wedge Shares.

To ensure timely delivery of the certificate representing the Amalco Shares to which the Wedge Shareholder is entitled, it is recommended that this Letter of Transmittal, or a manually-signed facsimile copy hereof, duly completed and executed as required by these instructions, together with accompanying certificate(s) representing Deposited Shares and any other documents required by this Letter of Transmittal, be received by the Transfer Agent at the address specified on the last page of this Letter of Transmittal not later than 5:00 p.m. (Toronto time) on October 20, 2011, or in the event the Meeting is adjourned or postponed, on the business day before the date of any adjournment or postponed Meeting.

2. Signatures

This Letter of Transmittal must be filled in and signed by the holder of Wedge Shares described above or by such holder's duly authorized representative (in accordance with Instruction 4).

- (a) If this Letter of Transmittal is signed by the registered owner(s) of the accompanying certificate(s), such signature(s) on this Letter of Transmittal must correspond with the names(s) as registered or as written on the face of such certificate(s) without any change whatsoever, and the certificate(s) need not be endorsed. If such deposited certificate(s) are owned of record by two or more joint owners, all such owners must sign the Letter of Transmittal.
- (b) If this Letter of Transmittal is signed by a person other than the registered owner(s) of the accompanying certificate(s):
 - (i) such deposited certificate(s) must be endorsed or be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered owner(s); and
 - (ii) the signature(s) on such endorsement or share transfer power of attorney must correspond exactly to the name(s) of the registered owner(s) as registered or as appearing on the certificate(s) and must be guaranteed as noted in Instruction 3 below.

3. Guarantee of Signatures

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Deposited Shares, or if Deposited Shares not exchanged are to be returned to a person other than such registered owner(s) or sent to an address other than the address of the registered owner(s) as shown on the registers of Wedge, or if the certificate representing that number of Amalco Shares to which the registered owner of the Deposited Shares is entitled is to be issued in the name of a person other than the registered owner of the Deposited Shares, or delivered to an address other than the address of the registered owner of the Deposited Shares, such signature must be guaranteed by an Eligible Institution (as defined below), or in some other manner satisfactory to the Transfer Agent (except that no guarantee is required if the signature is that of an Eligible Institution).

An "Eligible Institution" means a Canadian Schedule I chartered bank, a major trust company in Canada, a commercial bank or trust company in the United States, a member of the Securities Transfer Association Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada and the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks and trust companies in the United States.

4. Fiduciaries, Representatives and Authorizations

Where this Letter of Transmittal is executed by a person on behalf of an executor, administrator, trustee, guardian, corporation, partnership or association or is executed by any other person acting in a representative capacity, this Letter of Transmittal must be accompanied by satisfactory evidence of the authority to act. Either Wedge or the Transfer Agent, at its discretion, may require additional evidence of authority or additional documentation.

5. Miscellaneous

- (a) If the space on this Letter of Transmittal is insufficient to list all certificates for Deposited Shares, additional certificate numbers and number of Deposited Shares may be included on a separate signed list affixed to this Letter of Transmittal.
- (b) If Deposited Shares are registered in different forms (e.g. "John Doe" and "J. Doe") a separate Letter of Transmittal should be signed for each different registration.
- (c) No alternative, conditional or contingent deposits will be accepted.
- (d) It is strongly recommended that prior to completing the Letter of Transmittal, the undersigned read the Information Circular.
- (e) The Arrangement and any agreement in connection with the Arrangement will be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.
- (f) Questions and requests for assistance may be directed to the Transfer Agent and additional copies of the Information Circular and this Letter of Transmittal may be obtained from the Transfer Agent at any of its respective offices at the addresses listed below.

6. Lost Certificates

If certificate(s) representing the Deposited Shares have been lost, stolen or destroyed, the Wedge Shareholder should make an affidavit of that fact and deliver such affidavit, together with this duly completed Letter of Transmittal, to the Transfer Agent. The Transfer Agent will pay such Wedge Shareholder the cash that such Wedge Shareholder would have been entitled to had such certificate(s) not been lost, stolen or destroyed. When authorizing such issuance of Amalco Shares in exchange for a lost, stolen or destroyed certificate(s), the person to whom the certificates representing Amalco Shares is to be delivered shall, as a condition precedent thereof, give a bond satisfactory to Amalco and the Transfer Agent in such sum as Amalco may direct or otherwise indemnify Amalco in a manner satisfactory to Amalco against any claim that may be made against Amalco with respect to the certificate alleged to have been lost, stolen or destroyed.

OFFICES OF THE TRANSFER AGENT

Inquiries:

EQUITY FINANCIAL TRUST COMPANY

Toll Free (North America): 1 (866) 393-4891

E-Mail: lthompson@equityfinancialtrust.com

Website: www.equityfinancialtrust.com

By Mail:

Equity Financial Trust Company.
200 University Avenue, Suite 400, Toronto ON M5H 4H1

Attention: Lori Thompson

By Hand, By Courier or by Registered Mail:

Equity Financial Trust Company
200 University Ave., Suite 400
Toronto, ON M5H 4H1

Attention: Lori Thompson

Privacy Notice: Equity Financial Trust Company is committed to protecting your personal information. In the course of providing services to you and our corporate clients, we receive non-public personal information about you – from transactions we perform for you, forms you send us, other communications we have with you or your representatives, etc. This information could include your name, address, social insurance number, securities holdings and other financial information. We use this to administer your account, to better serve your and our clients' needs and for other lawful purposes relating to our services. We have prepared a *Privacy Code* to tell you more about our information practices and how your privacy is protected. It is available at our website, www.equityfinancialtrust.com, or by writing to us at 200 University Avenue, Suite 400, Toronto, Ontario M5H 4H1. Equity Financial Trust Company will use the information you are providing in this form in order to process your request and will treat your signature(s) on this form as your consent to the above.

Any questions and requests for assistance may be directed by Wedge Shareholders to the Transfer Agent at the telephone number and locations set out above.