



**KINGSDALE**

July 21, 2011

**PRIVATE AND CONFIDENTIAL**

Mr. D. Mark Appleby, President & CEO  
Tartisan Resources Corp.  
20 Adelaide Street East, Suite 301  
Toronto, Ontario  
M5C 2T6

Dear Mr. Appleby:

**Re: Initial Public Offering of up to \$3,500,000.00 of Tartisan Resources Corp.**

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**Kingsdale Capital Markets Inc.** and for any U.S portion of the financing, **Kingsdale Capital Markets (USA) Inc.** (collectively "**Kingsdale**"), on behalf of itself and members of a syndicate or selling group (collectively, the "**Agent**"), hereby agrees to be appointed and to act (the "**Engagement**") as the Agent on behalf of **Tartisan Resources Corp.** (the "**Company**") to secure, on an exclusive, reasonable best efforts basis, an initial public offering to raise gross proceeds of up to **\$3,500,000.00** (the "**Financing**") for the Company through the sale of units of the Company ("**Units**"), priced at \$0.45 per Unit. Each Unit will consist of one common share of the Company (a "**Common Share**") and one common share purchase warrant (a "**Warrant**"). Each Warrant will entitle the holder thereof to purchase one Common Share at an exercise price of \$0.60 per Common Share, exercisable for a period of eighteen (18) months following the public listing of the Common Shares on a recognized stock exchange in Canada (the "**Expiry Date**"). If the closing price of the Common Shares on a prescribed stock exchange is greater than \$0.75 per Common Share for a period of twenty (20) consecutive trading days at any time following the issuance of the Warrants, the Company may accelerate the expiry date of the Warrants by issuing a press release announcing the reduced warrant term whereupon the Warrants will expire on the 30<sup>th</sup> calendar day after the date of such press release. The Company hereby grants to the Agent an option to offer for sale such number of additional Units as is equal to 15% of the number of Units sold pursuant to the Financing at a price of \$0.45 per Unit.

The Company will use commercially reasonable efforts to prepare and file a preliminary long form prospectus in the Province of Ontario (the "**Qualifying Province**") and obtain a receipt for the Preliminary Prospectus in the Qualifying Jurisdiction. The Company will use its commercially reasonable efforts to promptly resolve all comments received or deficiencies raised by the securities regulatory authorities and file a (final) long form prospectus (the "**Final**

**Prospectus**”) and obtain a receipt for the Final Prospectus in the Qualifying Jurisdiction as soon as possible after such regulatory comments and deficiencies have been identified.

Kingsdale would propose to begin the Offering process immediately upon execution of this agreement with a view towards closing on or about September 30, 2011 or such other date as the Company and Kingsdale may mutually agree upon (the “**Closing Date**”).

Kingsdale will endeavor, if the Company accepts this offer, to arrange for purchasers for the Units in the Province of Ontario. The Agent may arrange for purchasers for the Units in any province or territory of Canada not listed above, but only with the expressed consent of the Company. Each purchaser of Units shall purchase under the requirement(s) contained in the securities legislation of such Canadian provinces as may be relevant. Kingsdale shall not be under any obligation to purchase any Units, but may do so in its own discretion.

Subject to paragraphs (v) and (vi) below, each purchaser will be resident in Canada and shall purchase under the requirements of the securities legislation of the relevant province. Kingsdale will notify you with respect to the residence of each purchaser in sufficient time to allow you to secure compliance with all relevant regulatory requirements. In soliciting such purchasers, we agree not to provide any written material respecting the Company without the Company’s prior written consent. We agree to assist you in all reasonable respects to secure compliance with all regulatory and stock exchange requirements in connection with this transaction.

The Financing will be subject to the following terms and conditions:

- (i) This letter agreement is open for acceptance and, if accepted, unless previously amended or withdrawn, shall be subject to the other terms and conditions herein;
- (ii) The Agent shall have the right to conduct due diligence prior to Closing and Kingsdale shall have the right to terminate this agreement if such due diligence identifies any material adverse changes or misrepresentations or any items materially adversely affecting the Company’s business which exist as of the date hereof;
- (iii) Execution of a definitive agency agreement (“**Agency Agreement**”) on terms mutually satisfactory to the Company and Kingsdale which shall include, among other things, an indemnity of the Company in favour of the Agent and its directors, officers, employees and agents, substantially in the form of Schedule “A” attached, and industry standard “disaster out”, “due diligence out” and “material change out” clauses;
- (iv) The Company agrees not to issue any Common Shares or financial instruments convertible or exercisable into Common Shares (other than for purposes of directors’, officers’, consultants’ or employee stock options or to satisfy existing instruments issued at the date hereof) until the date which is 60 days following

Closing of the Financing without the prior written consent of Kingsdale, such consent not to be unreasonably withheld;

- (v) The Units will not be offered or sold in the United States except pursuant to Rule 144A under the *United States Securities Act of 1933*, as amended (the “**U.S. Securities Act**”) or in such other manner as to not require registration under the U.S. Securities Act;
- (vi) The Agent may offer the Units for sale in such other jurisdictions, other than Canada and the United States, provided that the Company is not required to file a prospectus or other disclosure document or become subject to continuing obligations in such other jurisdictions; and
- (vii) Whether or not the transaction contemplated herein shall be completed, all reasonable expenses of or incidental to the sale of the Units plus applicable taxes shall be borne by the Company including the reasonable fees and disbursements of legal counsel for Kingsdale (as provided in section 7 hereof) and Kingsdale’s reasonable “out-of-pocket” expenses.

1. **REASONABLE BEST EFFORTS:** The Company will offer the Units in connection with the Financing on a reasonable best efforts basis. The Agent shall use its reasonable best efforts to solicit subscriptions for Units of the Company pursuant to the Financing, but it is understood and agreed that the Agent is under no obligation to purchase any of the Units although the Agent may purchase a portion or all of the Financing if it so desires. The Company has the right to accept or reject any subscriptions for Units in connection with this Financing.

2. **DUE DILIGENCE:** The Agent will be permitted to conduct a full due diligence investigation of the Company, its subsidiaries and affiliates before the Closing. The Company covenants and undertakes to make available its senior officers, auditor and all financial and other information which the Agent and the Agent’s counsel, acting reasonably, deem necessary for them to complete due diligence investigation of the business and affairs of the Company. Commencement of marketing of the Financing is subject to the Agent first being satisfied with its due diligence.

3. **CLOSING:** The completion of the Financing will be scheduled to occur on or about September 30, 2011 or at such other date or dates as is/are mutually agreed by the Company and the Agent (the “**Closing**”). At the Closing, the Company shall deliver to the Agent the following: (a) all fees, commissions and warrant certificates due to the Agent under this agreement; (b) a legal opinion from the Company’s counsel, dated at Closing, in form and content satisfactory to the Agent’s counsel; and (c) such other documents as may be reasonably required by the Agent’s counsel.

4. **AGENT'S COMPENSATION:** The Company will compensate the Agent as follows:

- (a) The Company will pay to the Agent a cash fee (the "**Agent's fee**") equal to 8% of the gross proceeds raised by the Financing which shall be payable to the Agent on the closing date of the Financing. For the purpose of this paragraph, gross proceeds shall exclude any proceeds received from investors on the President's List (fees outlined below), same to be evidenced by a separate letter confirming the name of the account referred.
- (b) The Company agrees to grant to the Agent non-assignable warrants ("**Broker Warrants**") to purchase that number of Units equal to 8% of the number of Units distributed pursuant to the Financing. These Broker Warrants will be priced at the issue price of the Securities and will be exercisable for a period of eighteen (18) months following the public listing of the Common Shares on a recognized stock exchange in Canada.
- (c) The Company may submit a President's List to Kingsdale and where accepted by Kingsdale acting reasonably, sales of Units to investors on the President's List will entitle Kingsdale to a cash commission equal to 3% of the gross proceeds raised and Broker Warrants equal to 3% of the Units sold through such sales.

5. **FULLY SYNDICATED OFFERING:** Kingsdale reserve the right in consultation and conjunction with the Company to approve members of the selling group. Kingsdale reserve the right to set the selling concessions and the number of Units to be allocated to each member of the selling group.

6. **REPRESENTATIONS AND WARRANTIES:** The Agency Agreement will be negotiated in good faith between the Company and the Agent and will contain representations, warranties, covenants conditions, indemnities and termination provisions standard in agreement of this type. In addition, the Agent or certain of its employees may own shares in the Company.

7. **EXPENSES:** Whether or not the Financing is completed, the Company agrees to pay all reasonable expenses of or incidental to the Financing up to a maximum of \$5,000.00 including, without limiting the foregoing, auditors' fees, out-of-pocket expenses, travel, due diligence etc. With respect to Agent's counsel, the Company warrants that it will be solely responsible for the additional payment of the reasonable fees as invoiced by the Agent's counsel, up to a maximum of \$20,000 plus disbursements and HST, provided that the parties, acting reasonably, may adjust such amount in the event of unusual or unforeseen issues arising as a result of a regulator's requirements or the due diligence review.

8. **MATERIAL CHANGES:** The Company agrees that up to and including closing of the Financing, the Company will promptly notify the Agent in writing of any material change (actual, contemplated or threatened) in the financial condition, business or affairs of the Company and of any change (actual, contemplated or threatened) of any material fact.

9. **INDEMNIFICATION:** The Company covenants and agrees to indemnify and hold harmless the Agent in accordance with Schedule "A" included herein.

10. **EXPIRY:** This Engagement will be in force until October 31, 2011. Notwithstanding the expiration or early termination of this agreement by the Company, any parties introduced to the Company by Kingsdale shall be proprietary to Kingsdale for a period of 18 months from the date hereof, and all fees owing to Kingsdale in accordance with sections 4 and 7 hereof shall be payable if a financing or alternative transaction is subsequently concluded by the Company with a party introduced by Kingsdale.

11. **APPROVALS:** The completion of the Financing will be subject to and conditional on the receipt of all necessary regulatory, director, shareholder and stock exchange approvals.

12. **ENFORCEABILITY:** If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Engagement, but this Engagement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

13. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. This agreement supersedes any prior agreement, representation or understanding between the parties with respect to the subject matter hereof. This Engagement shall enure to the benefits of and be binding upon the respective successors and assigns of the parties hereto.

14. **COUNTERPARTS:** This agreement may be signed in one or more counterparts, in original or facsimile form.

15. **DISCLOSURE:** The Company acknowledges that Kingsdale and its affiliates may act as principal and agent in the financial, banking and investment industries in major financial markets throughout the world and, in such capacity, may hold positions in the securities of the Company or its affiliates and, from time to time, may have entered into and in the future may enter into transactions on behalf of the Company, or other clients from which it realizes compensation.

16. **PRESS RELEASES:** Kingsdale must approve any press release that refers to the Agent in any manner, which approval shall not be unreasonably withheld or delayed. The provisions of this paragraph 16 shall not be applied in the event of a press release that is, in the opinion of legal counsel to the Company, required by law and with respect to which the Company shall have made all reasonable efforts to obtain Kingsdale's approval.


17. **AGENT'S INDEMNIFICATION:** The Agent agrees to comply with all laws and regulations of each jurisdiction in which the Agent may offer or sell the Company's securities pursuant to this Engagement, relating to its activities and not to offer or effect the sale of such securities to persons or in jurisdictions in Canada or other jurisdictions where the offer or sale would be unlawful or subject the Company to liability or prosecution. The Agent will indemnify

and save the Company harmless from all losses, claims demands, costs, liabilities and damages which are made upon or against or incurred by the Company which are caused by or arise by reason of any failure of the Agent to comply with the foregoing.

If this Engagement accurately reflects your understanding of the terms of our agreement and you agree to be legally bound thereby, please execute this Engagement (in counterparts, if necessary) where indicated below and return a copy thereof to Kingsdale Capital Markets Inc.

Sincerely,

**KINGSDALE CAPITAL MARKETS INC.**

Per:   
Name: Mr. Peter Notidis  
Title: CFO

I have the authority to bind the company.

The foregoing accurately reflects the terms of the transaction that we hereby agree to enter into and the undersigned agrees to be legally bound hereby.

Accepted this 21<sup>st</sup> day of July, 2011.

**TARTISAN RESOURCES CORP.**

Per:   
Name: D. Mark Appleby  
Title: President & CEO

I have the authority to bind the company

**SCHEDULE "A"**  
**Tartisan Resources Corp.**

**Form of indemnity to be given by Tartisan Resources Corp. (the "Company") to  
Kingsdale:**

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The Company covenants and agrees to indemnify and save harmless each of Kingsdale and its directors, officers, employees, shareholders and agents (collectively, the "**Kingsdale Personnel**"), against all losses (other than loss of profits), claims, damages, liabilities, costs or expenses, whether joint or several, caused or incurred by reason of or in connection with the transactions contemplated hereby including, without limitation, the following:

- (i) any statement (other than a statement contained in and included in reliance upon and in conformity with written information furnished to the Company by Kingsdale relating to Kingsdale specifically for use therein) in any document filed by the Company with the relevant securities regulatory authorities in Canada since filing its documents on SEDAR, which at the time and in the light of the circumstances under which the statement was made or the information or document was provided constituted a misrepresentation;
- (ii) the omission to state in any certificate of the Company or of any officers of the Company delivered hereunder or pursuant hereto any material fact (other than a material fact omitted in reliance upon and in conformity with written information furnished to the Company by Kingsdale relating to Kingsdale specifically for use therein) required to be stated therein where such omission constitutes a misrepresentation;
- (iii) any order made or any inquiry, investigation or proceeding commenced or threatened by any securities regulatory authority, stock exchange or by any other competent authority based upon any failure or alleged failure to comply with applicable securities laws (other than any failure or alleged failure to comply by Kingsdale) preventing and restricting the trading in or the sale of the Units or the Common Shares in the provinces of Canada;
- (iv) the non-compliance by the Company with any requirement of applicable securities laws, including the Company's non-compliance with any statutory requirement to make any document available for inspection; or
- (v) any breach of any representation, warranty or covenant of the Company contained herein or the failure of the Company to comply with any of its obligations hereunder,

and will reimburse Kingsdale promptly upon demand for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such losses, claims, damages, liabilities or actions in respect thereof, as incurred.

The Company shall not, without the prior written consent of Kingsdale, which shall not be unreasonably withheld, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not Kingsdale or any Kingsdale Personnel are a party to such claim, action, suit or proceeding), unless such settlement, compromise or consent includes an unconditional release of Kingsdale and all Kingsdale Personnel from all liability arising out of such claim, action, suit or proceeding.

Notwithstanding the foregoing, an indemnifying party shall not be liable for the settlement of any claim or action in respect of which indemnity may be sought hereunder effected without its written consent, which consent shall not be unreasonably withheld.

If any matter or thing contemplated by this paragraph shall be asserted against any person in respect of which indemnification is or might reasonably be considered to be provided, such person (the “**Indemnified Party**”) will notify the Company as soon as possible and in any event on a timely basis, of the nature of such claim and the Company shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim; provided, however, that the defence shall be through legal counsel acceptable to the Indemnified Party, acting reasonably, and that no settlement may be made by the Company or the Indemnified Party without the prior written consent of the other.

In any such claim, the Indemnified Party shall have the right to retain other counsel to act on the Indemnified Party’s behalf, provided that the fees and disbursements of such other counsel shall be paid by the Indemnified Party, unless (i) the Company and the Indemnified Party mutually agree to retain such other counsel or (ii) the named parties to any such claim (including any third or implicated party) include both the Indemnified Party on the one hand and the Company, on the other hand, and the representation of the Company and the Indemnified Party by the same counsel would be inappropriate due to actual or potential conflicting interests, in which event such fees and disbursements shall be paid by the Company to the extent that they have been reasonably incurred.

To the extent that any Indemnified Party is not a party to this agreement, Kingsdale shall obtain and hold the right and benefit of the indemnity provisions hereunder in trust for and on behalf of such Indemnified Party.

The Company hereby waives all rights which it may have by statute or common law to recover contribution from Kingsdale in respect of losses, claims, costs, damages, expenses or liabilities which any of them may suffer or incur directly or indirectly (in this paragraph, “losses”) by reason of or in consequence of a document containing a misrepresentation; provided, however, that such waiver shall not apply in respect of losses by reason of or in consequence of any



misrepresentation which is based upon or results from information or statements furnished by or relating solely to Kingsdale, or any member of its selling group.