

## AMENDMENT TO ENGAGEMENT LETTER

**THIS AGREEMENT** is made as of the 9<sup>th</sup> day of January, 2012

**BETWEEN:**

**KINGSDALE CAPITAL MARKETS INC. (“Kingsdale”)**

- and -

**TARTISAN RESOURCES CORP. (“Tartisan”)**

**WHEREAS:**

1. Kingsdale and Tartisan are parties to an engagement letter dated July 21, 2011 (the “**Engagement Letter**”).
2. The parties wish to amend the Engagement Letter.

**NOW THEREFORE**, in consideration of the sum of \$1.00 now given by each party to the other parties and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto hereby agree as follows:

### ARTICLE 1 INTERPRETATION

- 1.1 Unless the context otherwise requires, all capitalized terms which are used in this amending agreement and which are not otherwise defined herein shall have the respective meanings attributed to such terms in the Engagement Letter.
- 1.2 Unless otherwise noted herein, all references in this amending agreement to Sections and clauses are to Sections and clauses of the Engagement Letter.
- 1.3 The division of this amending agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this amending agreement.

### ARTICLE 2 AMENDMENTS

- 2.1 Terms of the Offering
  - (a) The first paragraph of the Engagement Letter is amended and shall be replaced with the following:

**Kingsdale Capital Markets Inc.** and for any U.S portion of the financing, **Lakeridge Capital 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 commercial efforts basis, an initial public offering to raise gross proceeds of up to **\$1,811,250.00** (the **“Financing”**) for the Company through the sale of units of the Company (**“Units”**), priced at \$0.35 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 \$0.50 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 \$0.70 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.

2.2 Closing Date

- (a) The reference in the third paragraph of the Engagement Letter to “September 30, 2011” shall be deleted and replaced with “January 31, 2012”.

2.3 Closing

- (a) The reference in section 3 to the Closing Date of “September 30, 2011” shall be deleted and replaced with “January 31, 2012”.

2.4 Expiry

- (a) The reference in section 10 to the expiry date of “October 31, 2011” shall be deleted and replaced with “March 31, 2012”.

**ARTICLE 3  
GENERAL**


- 3.1 Except as amended by Article 2 of this amending agreement to the Engagement Letter, the Engagement Letter shall continue in full force and effect, unamended. Where the terms of this amending agreement are inconsistent with the terms of the Engagement Letter (prior to its amendment hereby), the terms of this amending agreement shall govern to the extent of such inconsistency.
- 3.2 This amending agreement to the Engagement Letter may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. To evidence the fact that it has executed this amending agreement, a party may send a copy of its executed counterpart to all other parties by facsimile transmission or by electronic mail in Portable Document File (PDF) format. In such event, such party shall forthwith deliver to the other parties the counterpart of this amending agreement executed by such party.

- 3.3 This amending agreement shall enure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
- 3.4 This amending agreement to the Engagement Letter shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**KINGSDALE CAPITAL MARKETS INC.**

By:   
Name: Peter Notidis  
Title: CFO

**TARTISAN RESOURCES CORP.**

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