

## CAPITAL POOL COMPANY

### AGENCY AGREEMENT

**THIS AGREEMENT** is dated for reference the 15<sup>th</sup> day of August, 2012.

BETWEEN:

**SCORPION RESOURCES INC.**, 3346 West Guadalupe Road, Apache Junction, Arizona 85120 U.S.A.

(the “Issuer”)

AND:

**JORDAN CAPITAL MARKETS INC.**, Suite 1920, 1075 West Georgia Street, Vancouver, British Columbia V6E 3C9 Canada

(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 in the Selling Jurisdictions; 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) “**Agent’s Commission**” has the meaning set out in section 4.1(a);
- (b) “**Agent’s Options**” has the meaning set out in section 4.1(b);
- (c) “**Agent’s Option Shares**” has the meaning set out in section 4.1(b);
- (d) “**Certificates**” means the certificates representing the Shares and the Agent’s Options in the names and denominations requested by the Agent;

- (e) “**Closing Date**” means the date on which the Offering closes, as determined by the Agent;
- (f) “**Commissions**” means the British Columbia Securities Commission, the Alberta Securities Commission and the Ontario Securities Commission;
- (g) “**Common Shares**” means common shares in the capital of the Issuer;
- (h) “**Corporate Finance Fee**” has the meaning set out in section 4.1(c);
- (i) “**Effective Date**” means the date on which the receipt for the Final Prospectus is issued by the Principal Regulator;
- (j) “**Exchange**” means the TSX Venture Exchange Inc.;
- (k) “**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;
- (l) “**Indemnified Parties**” has the meaning set out in section 12.1 and “**Indemnified Party**” means any one of them;
- (m) “**Material Change**” has the meaning set out in the Securities Acts;
- (n) “**Material Fact**” has the meaning set out in the Securities Acts;
- (o) “**Misrepresentation**” has the meaning set out in the Securities Acts;
- (p) “**Offering**” means the offering of the Shares under the Prospectus;
- (q) “**Offering Period**” means the 90 day period following the date of the receipt for the Final Prospectus issued by the Principal Regulator, or, if there is an amendment to the Final Prospectus, the 90 day period following the date of issuance of the receipt of the amendment to the Final Prospectus if such period does not exceed 180 days from the date of receipt for the Final Prospectus;
- (r) “**Offering Price**” means \$0.10 per Share;
- (s) “**Preliminary Prospectus**” means the preliminary 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;
- (t) “**Principal Regulator**” means one of the Commissions that is designated as the principal regulator in accordance with National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

- (u) **“Proceeds”** means the gross proceeds of the Offering, less:
  - (i) the Agent’s Commission;
  - (ii) the portion of the Corporate Finance Fee to be paid on the Closing Date; and
  - (iii) the expenses of the Agent in connection with the Offering which have not been paid by the Issuer;
- (v) **“Prospectus”** means both the Preliminary Prospectus and the Final Prospectus;
- (w) **“Qualifying Transaction”** has the meaning set out in Exchange Policy 2.4;
- (x) **“Regulatory Authorities”** means the Commissions and the Exchange;
- (y) **“Securities”** means the Shares, the Agent’s Options and the Agent’s Option Shares;
- (z) **“Securities Acts”** means the *Securities Act* (British Columbia), the *Securities Act* (Alberta), the *Securities Act* (Ontario) and the regulations, rulings and orders made thereunder and all policy statements, blanket orders, notices, rulings and directions issued by the Commissions, all as amended; and
- (aa) **“Selling Jurisdictions”** means British Columbia, Ontario and Alberta and such other jurisdictions as the Agent and the Issuer may agree upon;
- (bb) **“Shares”** means the 3,000,000 Common Shares issued under the Offering;
- (cc) **“Subscriber”** or **“Subscribers”** means a person or those persons who subscribe for the Shares through the Agent or such other registrants retained by the Agent or subagents to sell securities in conjunction with the Agent.

## 2. APPOINTMENT OF AGENT

- 2.1 The Issuer 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 Shares for sale under the Prospectus in the Selling Jurisdictions at the Offering Price.
- 2.2 The Agent agrees to hold all subscription funds received by the Agent until the entire Offering has been sold. 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 entire Offering is not sold by the last day of the Offering Period.

### **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 Securities 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 Shares under the Prospectus is complete.

### **4. AGENT'S COMPENSATION**

- 4.1 On the Closing Date, the Issuer will:
  - (a) pay the Agent a cash commission (the "**Agent's Commission**") of 10% of the gross proceeds of the Offering;
  - (b) issue to the Agent options (the "**Agent's Options**") entitling the holder to acquire such number of Common Shares (the "**Agent's Option Shares**") as is equal to 10% of the number of Shares sold under the Offering, exercisable at the Offering Price for a period of 24 months from the Closing Date; and
  - (c) pay to the Agent a corporate finance fee (the "**Corporate Finance Fee**") in the amount of \$10,000 (plus HST), of which \$5,000 (plus HST) has been paid to the Agent as a non-refundable deposit at the date of this Agreement.
- 4.2 If the Agent retains subagents or 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 amounts in excess of those referred to in this Agreement.
- 4.3 The Agent's Options will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Common Shares to be issued under the Agent's Options upon the occurrence of certain events,

including any subdivision, consolidation or reclassification of the shares, the payment of stock dividends or the amalgamation of the Issuer.

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

## **5. CLOSING**

- 5.1 If the Issuer has satisfied all of its obligations under this Agreement, the Agent will, on the Closing Date, pay the Proceeds to the Issuer against either (i) physical delivery of the Certificates or (ii) confirmation that the securities represented by the Certificates 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 Selling Jurisdictions as requested by the Agent) for the Issuer, 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, dated as of the Closing Date and signed by the Chief Executive Officer of the Issuer, certifying certain facts relating to the Issuer and its affairs.

## **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 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 amendments 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 at any time if:

- (a) an adverse Material Change in the affairs of the Issuer occurs or is announced by the Issuer;
- (b) there is an event, accident, governmental law or regulation or other occurrence of any nature which, in the opinion of the Agent, seriously affects or will seriously affect the financial markets, or the business of the Issuer or any subsidiary of the Issuer, or the ability of the Agent to perform its obligations under this Agreement, or a purchaser's decision to purchase the Shares;
- (c) in the opinion of the Agent, it is not in the interest of the purchasers to complete the purchase and sale of the 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 (including communication with persons in order to obtain expressions of interest) the securities of the Issuer is made by a competent regulatory authority and that order is still in effect;
- (f) the Issuer is in 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, will deliver all necessary copies of the Prospectus to the Regulatory Authorities and will use its best efforts to have the Prospectus accepted by the Regulatory Authorities and 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 and any amendment thereto 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 and any amendment thereto 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 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 statements of 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, any amendment thereto and any other documents supplied to the Agent by the Issuer for the purpose of the sale of Shares in the Selling Jurisdictions in compliance herewith and with the Securities Acts and the policies of the Exchange.

## **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 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 currently carries 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 Exchange policies until it completes a Qualifying Transaction;
  - (e) the Prospectus contains full, true and plain disclosure of all Material Facts in relation to the Issuer, its business and its securities, and contains no Misrepresentation;
  - (f) the financial statements of the Issuer which form part of the Prospectus have been prepared in accordance with International Financial Reporting

Standards, 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 fully and plainly 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, enforceable against the Issuer in accordance with its terms, subject to the laws relating to creditors' rights generally and 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 full corporate authority and capacity to issue the Securities and:
  - (i) on the Closing Date, the Shares will be duly and validly authorized and issued as fully paid and non-assessable;
  - (ii) on the Closing Date, the Agent's Options 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 exercise of the Agent's Options in accordance with its terms;
- (k) no consent of any third party is required in connection with the transactions contemplated by this Agreement, except the consent of the



Exchange and except to the extent that this Agreement contemplates obtaining receipts for the Prospectus;

- (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 have a material adverse effect on the financial condition, results of operations, business or prospects of the Issuer, or which would 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 Shares tendered by the Agent, unless all such subscriptions tendered exceed the number of 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 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 Shares and all matters relating to the Offering.

## **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 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 Issuer's consent will be required for legal fees (not including taxes and disbursements) in excess of \$10,000, which consent will not be unreasonably withheld. With the exception of legal fees, individual expenses exceeding in the aggregate \$4,000 are subject to the pre-approval of the Issuer. The Agent acknowledges receiving a retainer of \$5,000 from the Issuer, 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 Prospectus and 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 Agent.
- 11.3 The Agent may, from time to time, render written accounts for its expenses to the Issuer for payment on or before the dates set out in the accounts. The Issuer agrees to pay all accounts within 10 business days from the date of such account.
- 11.4 The Issuer authorizes the Agent to deduct its reasonable expenses in connection with the Offering from the 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. INDEMNITY AND CONTRIBUTION

- 12.1 The Issuer will indemnify the Agent and each of the Agent's 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 Securities 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;
- (f) if the Issuer fails to issue and deliver the certificates representing the Securities in the form and denominations satisfactory to the Agent at the time and place required by the Agent with the result that any completion of a distribution of the Securities does not take place for any reason other than the distribution of the Securities not being in compliance with the Securities Acts; 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 Agent.

Notwithstanding the foregoing, the Issuer will not be responsible for indemnifying the Indemnified Parties for any losses, claims, damages or liabilities arising from the gross negligence of, willful misconduct by, or contravention of laws by the Agent.

- 12.2 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 of the nature of such action or claim.
- 12.3 The Issuer will assume the defence of the action or claim, including the employment of counsel and the payment of all expenses.
- 12.4 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.
- 12.5 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 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 the relative benefits to and fault of the Issuer, on the one hand, and such Indemnified Parties 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.

- 12.6 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.

### **13. ASSIGNMENT AND SELLING GROUP PARTICIPATION**

- 13.1 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.

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

### **14. NOTICE**

- 14.1 Any notice under this Agreement will be in writing and may be given by delivering it or sending it by facsimile or electronic mail to the following address:

- (a) If to the Agent:

Jordan Capital Markets Inc.  
Suite 1920, 1075 West Georgia Street  
Vancouver, BC V6E 3C9  
Canada  
Facsimile: (778) 373-4101  
Electronic Mail: M.Redcliffe@JordanCap.com

Attention: Mr. Mark Redcliffe

with a copy to:

Getz Prince Wells LLP  
1810-1111 West Georgia St.  
Vancouver, BC V6E 4M3  
Canada  
Facsimile: 604-685-9798  
Electronic Mail: Zahra@getzpw.com

Attention: Ms. Zahra Ramji

(b) If to the Issuer:

Scorpion Resources Inc.  
3346 West Guadalupe Road  
Apache Junction, AZ 85120  
U.S.A.  
Facsimile: 480-288-6532

Attention: Mr. John Eckersley

with a copy to:

Anfield Sujir Kennedy & Durno LLP  
1600 - 609 Granville Street  
Vancouver, BC V7Y 1C3  
Canada  
Facsimile: (604) 669-3877  
Electronic Mail: SCole@askdlaw.com

Attention: Mr. Sam Cole

- 14.2 If notice is sent by facsimile or electronic mail or is delivered, it will be deemed to have been given at the time of transmission or delivery.
- 14.3 If notice is mailed, it will be deemed to have been received 72 hours following the date of mailing.
- 14.4 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.

## **15. TIME**

- 15.1 Time is of the essence of this Agreement.

## **16. SURVIVAL**

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

## **17. LANGUAGE**

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

**18. ENTIRE AGREEMENT**

18.1 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 26, 2012.

**19. ENUREMENT**

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

**20. HEADINGS**

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

**21. LAW**

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

**22. CURRENCY**

22.1 Unless otherwise indicated, all references to dollar figures in this Agreement are to Canadian dollars.

**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.

**SCORPION RESOURCES INC.**

By:

(signed) "John Eckersley"  
Authorized Signatory

**JORDAN CAPITAL MARKETS INC.**

By:

(signed) "Mark Redcliffe"  
Authorized Signatory