

**ADDENDUM (EXHIBIT "F")
(TO LICENSING AGREEMENT EXHIBIT "E")**

- A. This Addendum to the Company's Licensing Agreement (Exhibit "E") between Mr. Robert Simoneau or his nominee (hereinafter referred to as "Licensor") and Wanderport Corporation (hereinafter referred to as "Licensee") is entered into as of the 5th day of May, 2011 (the "Effective Date").**
- B. Whereas: The following Amendments supersede any related Terms, Clauses, Sections or Schedules listed in said Licensing Agreement (Exhibit "E")**
- C. Whereas: all other existing unrelated Terms, Clauses, Conditions, Sections or Schedules listed in the said Licensing Agreement (Exhibit "E") remain the same.**

AMENDMENTS

- 1. Subject to the terms and conditions of this Addendum, Licensor hereby renews its Agreement and grants the Licensee, for the Term, a personal non transferable license under Technology in the Territory to develop, further develop, establish and negotiate sub-contractor and/or manufacturing agreements, distribute and sell the Products in the Territory.
- 2. Minimum Sales Requirements in Schedule "C" shall be established and reviewed as the Company becomes closer to a marketable product.
- 3. The Term of this Agreement is contingent on the Licensor's assistance to develop a marketable product and the Licensee's performance to sell and distribute the product as described in Schedule "C" (Minimum Sales Requirements). Both parties may not terminate this Agreement unless there is a breach of contract for non-performance. Both parties must advise the other in writing of its intention then must allot a 6 month grace period to provide an opportunity to reach the other's performance expectations. Neither party is allowed to terminate this Agreement because of failure to have a First Commercial Sale of the Products within 6 months of the Effective Date as this agreement is now automatically renewed at every Anniversary of its Effective Date unless either party notifies the other in writing with just cause to nullify it. Licensor or Licensee may not at any time terminate this Agreement and assign all or part of its rights and obligations under this Agreement to any Person upon giving notice thereof to each other unless proven breach of the Terms of this Agreement.

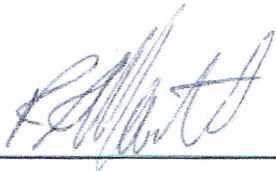
4. Licensor shall grant Licensee the use of any and all existing intellectual property rights or patent pending and patents in any improvement developed or discovered during the Term, whether by Licensor or Licensee and Licensee hereby assigns, and agrees to assign in favor of Licensor, all intellectual property rights accumulated therein. Both parties shall promptly notify each other in writing of any improvement that it develops, whether patentable or not and both shall benefit from each other's patents, patent pending and/or intellectual property during the Term of the Agreement.
5. Due to the lengthy time extension necessitated to develop the product, Licensor agrees to place 400 million shares (balance remaining after the return of 100 million shares to treasury from original 500 million received in consideration for rights to Licensor's technology referred to in Schedule "D") in Escrow for an extended period over and above rules and regulations and period set forth by SEC regulatory authorities until March 31, 2012, unless required in a share exchange, acquisition or buyout proposal involving the Company. This restriction extension ensures no personal sale or liquidation of said shares can take place until that date, whence both parties shall either extend or release this self imposed restriction.
6. A possible employment contract to hire Licensor, suitable to both parties, may be forthcoming as milestones are achieved by Licensor and the Company.

Signed this 5th day of May, 2011

Signed this 5th day of May, 2011

LICENSEE

LICENSOR



Wanderport Corporation
Richard Martel, CEO

Robert Simoneau