

VIEW 22 TECHNOLOGY INC.

August 12, 2011

Red Crescent Resources Limited
(formerly Nico Mining Limited)
2 Bloor Street West, Suite 1803
Toronto, Ontario
M4W 3E2

Attention: Mr. Alan Clegg

Dear Sirs:

Reference is made to the Series A Secured Debenture dated July 17, 2009 of View 22 Technology Inc. ("**View 22**") in the principal amount of \$1,000,000.00 in favour of NiCo Mining Limited (now Red Crescent Resources Limited) ("**RCR**"), as amended by agreement dated July 17, 2011 between the parties (collectively, the "**Debenture**") . All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Debenture.

In consideration of, and conditional upon, the receipt by RCR of the sum of \$700,000.00 from or on behalf of View 22 on August 15, 2011 (the "**Effective Date**"), View 22 and RCR hereby agree as follows, effective as of the Effective Date:

1. Section 2.1(l) of the Debenture is hereby deleted in its entirety and replaced with the following:

“**Maturity Date**” means the earlier of:

- (i) December 31, 2011; and
 - (ii) the date on which the Holder accelerates repayment of the Debt owing to it upon the occurrence of an Event of Default;
2. notwithstanding anything to the contrary contained in the Debenture, View 22 shall be permitted to incur indebtedness in the amount \$700,000.00 to Amnon Zohar ("**Zohar**"), to grant a security interest in all of View 22's assets pursuant to a general security agreement in favour of Zohar and to do all such further and other acts and things in connection therewith;
3. RCR shall promptly enter into an agreement with Zohar providing for the subordination of the Secured Property and postponement of payments pursuant to the Debenture (with

the exception of interest payments) in favour of Zohar, and acknowledged by View 22, in such form as is to be mutually agreed between such parties, acting reasonably; and

4. the provisions of paragraphs 2 and 3 of the agreement dated July 17, 2011 between the parties are hereby deleted in their entirety.

As amended and modified by this agreement, the Debenture is in all respects ratified and confirmed and the Debenture and this agreement shall be read, taken and construed as one and the same agreement and, where the terms of this agreement are inconsistent with those of the Debenture, the terms of this agreement shall govern and be binding upon the parties.

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.

If the foregoing is in accordance with your understanding, please acknowledge your agreement by signing below.

Yours very truly,

VIEW 22 TECHNOLOGY INC.

/s/ "Amnon Zohar"

By: _____
Amnon Zohar, Chairman

AGREED TO as of this 12th day of August, 2011.

RED CRESCENT RESOURCES LIMITED

/s/ "Alan M. Clegg"

By: _____
Alan M. Clegg, Chairman and CEO

cc. *Fogler, Rubinoff LLP, att. Grant Sawiak*