JORDAN CAPITAL MARKETS INC.
Suite 1920, 1075 West Georgia Street
Vancouver, BC, V6E 3C9

July 26, 2011

CBM Asia Development Corp.
404 – 815 Hornby Street
Vancouver, BC V6Z 2E6

Attention: Mr. Al Charuk, President & CEO

Dear Sir:

We understand that CBM Asia Development Corp. (the "**Corporation**") proposes to conduct a private placement (the "**Offering**") of up to 25,000,000 units (the "**Units**") at a price of $0.32 per Unit (the "**Unit Price**") for aggregate gross proceeds of up to $8,000,000.

Each Unit will consist of one common share (each, a "**Share**") of the Corporation and one transferable common share purchase warrant (each, a "**Warrant**"). Each Warrant will entitle the holder to acquire one common share (each, a "**Warrant Share**") of the Corporation for a period of twenty-four (24) months (the "**Expiry Date**") after the Closing Date (as hereinafter defined) at a price of $0.55 per Warrant Share, subject to certain acceleration (the "**Acceleration**") as provided herein. In the event that, after four months and one day after the Closing (as hereinafter defined), the closing price of the Corporation's common shares on the TSX Venture Exchange (the "**Exchange**") (or such other stock exchange on which the Corporation's shares are listed and where a majority of the trading volume occurs) for a period of twenty (20) consecutive trading days equals or exceeds $0.90 per share, the Corporation may, within five calendar (5) days after such an event, provide notice to the holders of Warrants of early expiry of the Warrants held by each such holder and thereafter, such Warrants will expire at 4:30 p.m. (Vancouver time) on the earlier of the date which is thirty (30) calendar days after the date of the notice to the holders of Warrants or the Expiry Date.

Subject to the terms and conditions set forth below, the Corporation hereby appoints Jordan Capital Markets Inc. (the "**Agent**") to act as the Corporation's sole and exclusive agent to solicit purchasers for the Offering.

All references to dollars or $ herein are to lawful currency of Canada, unless otherwise indicated.

In this Agreement "business day" means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia.

In this Agreement, the terms "material change", "material fact", "misrepresentation" and "distribution" have the meanings ascribed thereto in the applicable securities legislation of the Selling Jurisdictions (as hereinafter defined).

1. <u>Offering</u>

1.1 Subject to the Corporation's right to offer Units for sale directly, the Agent will act as the Corporation's sole and exclusive agent to solicit purchasers (the "**Purchasers**") for the Offering on a commercially reasonable efforts basis in accordance with the terms and conditions of this Agreement. The Offering will be conducted in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Yukon, Europe, Asia and such other jurisdictions as may be mutually agreed upon by the Agent and the

Corporation (the "**Selling Jurisdictions**"). The Agent is under no obligation to purchase any of the Units although the Agent may subscribe for and purchase Units if it so desires.

1.2 The sale of the Units will be effected in a manner so as to be exempt from the prospectus requirements of the applicable securities laws of the Selling Jurisdictions, including without limitation pursuant to sections 2.3, 2.5, 2.7, 2.10 and 2.24 of National Instrument 45-106 Prospectus and Registration Exemptions, of the Canadian Securities Administrators ("**NI45-106**").

1.3 In consideration of the services performed by the Agent under this Agreement, which services shall include:

(a) acting as the Corporation's agent to solicit offers to purchase the Units;

(b) advising the Corporation with respect to the private placement of the Units;

(c) co-ordinating and reviewing private placement documentation and assisting in the preparation of the form of subscription agreement, including any form, questionnaire, and undertaking incorporated therein or appended thereto (collectively, the "**Subscription Agreement**"), to be entered into between the Corporation and each of the Purchasers in connection with the Offering,

the Corporation agrees to pay to the Agent at the Time of Closing (as hereinafter defined):

(d) a commission (the "**Agent's Commission**") equal to 8.0% of the aggregate gross proceeds of the Units sold by the Agent pursuant to the Offering; and

(e) a number of non-transferable options (the "**Agent's Options**") as is equal to 8.0% of the aggregate number of Units sold by the Agent pursuant to the Offering. Each Agent's Option will entitle the holder to acquire one unit having the same terms as the Units (an "**Agent's Unit**") of the Corporation for a period of twenty-four (24) months after the Closing Date (as hereinafter defined) at a price of $0.32 per Agent's Unit. Each Agent's Unit will consist of one common share (each, an "**Agent's Unit Share**") of the Corporation and one full non-transferable share purchase warrant (each, an "**Agent's Unit Warrant**") entitling the holder to acquire one common share (each, an "**Agent's Unit Warrant Share**") at a price of $0.55 for a period of twenty-four (24) months from the Closing Date, subject to the Acceleration.

1.4 The Corporation will also pay to the Agent at Closing a work fee of $25,000 plus HST (the "**Corporate Finance Fee**"), payable in cash (of which a non-refundable amount of $14,000 (including HST) has been received by the Agent).

1.5 The Corporation agrees that the Agent will be permitted to appoint other registered dealers (or other dealers duly qualified in their respective jurisdictions) as its agents to assist in the Offering. The remuneration payable (including any division of the Agent's Options) to such other dealers appointed by the Agent shall be determined by and solely at the account of the Agent.

1.6 The certificate(s) representing the Warrants, the Agent's Options and the Agent's Unit Warrants upon due exercise of the Agent's Options will be in forms acceptable to the Agent acting reasonably and will contain, among other things, provisions for the appropriate adjustment in the class, number and price of the Warrant Shares, the Agent's Unit Shares, the Agent's Unit Warrants and the Agent's Unit Warrant Shares, as the case may be, or other securities or property issuable upon the exercise of the Warrants, the Agent's Options or the Agent's Unit Warrants, upon the occurrence of certain events, including without limitation any subdivision, consolidation or reclassification of the common shares of the Corporation, payments of stock dividends or the amalgamation or other reorganization of the Corporation.

1.7 The Units, the Shares, the Warrants, the Warrant Shares, the Agent's Options, the Agent's Units, the Agent's Unit Shares, the Agent's Unit Warrants and the Agent's Unit Warrant Shares are collectively referred to herein as the "**Securities**".

2. Representations and Warranties of the Corporation

2.1 The Corporation represents and warrants to the Agent, and to and for the benefit of the Purchasers (which shall be held by the Agent for the benefit of the Purchasers and otherwise made by the Corporation to the Purchasers as if incorporated and repeated in their entirety in each Purchaser's Subscription Agreement), and acknowledges that the Agent and the Purchasers are relying upon such representations and warranties, as follows:

(a) other than CBM Asia Operations Corp. (the "**Subsidiary**"), the Corporation has no subsidiaries;

(b) the authorized capital of the Subsidiary consists of 100,000,000 common shares without par value, of which 17,822,159 common shares are duly authorized, issued and outstanding as fully paid and non-assessable, prior to the Offering, and the Corporation is the sole registered, beneficial and legal holder of the 17,822,159 common shares of the Subsidiary;

(c) the Subsidiary does neither have any interest in any material properties nor carry on any business, which would have a material adverse effect on the operations, conditions, financial or otherwise, of the Corporation;

(d) the Corporation has not taken any action which would be reasonably expected to result in the delisting or suspension of its common shares on or from the Exchange or on or from any stock exchange, market or trading or quotation facility on which its common shares are listed or quoted and the Corporation shall comply, in all material respects, with the rules and regulations thereof;

(e) each of the Corporation and the Subsidiary has been duly formed and is a validly existing corporation and in good standing under the laws of its incorporation, and has all requisite corporate power and authority to carry on its business as now conducted and as currently proposed to be conducted and to own, lease and operate its property and assets and in the case of the Corporation to undertake the Offering;

(f) the Corporation is and will at the Time of Closing be a reporting issuer in good standing under the securities laws of the Provinces of British Columbia, Alberta and Ontario (collectively, the "**Reporting Jurisdictions**") and no material change relating to the Corporation has occurred with respect to which the requisite material change report has not been filed under any applicable securities laws in the Reporting Jurisdictions and no such disclosure has been made on a confidential basis;

(g) the Corporation is not a "reporting issuer" in any jurisdiction other than the Reporting Jurisdictions;

(h) each of the Corporation and the Subsidiary is duly registered, licensed and otherwise qualified to carry on its business and to own, lease and operate its property and assets, and is in good standing, in each jurisdictions where it carries on business or owns, leases and operates its property and assets as described in but subject to the Disclosure Record (as hereinafter defined);

(i) each of the Corporation and the Subsidiary has conducted and is conducting its business in material compliance with all applicable laws, by-laws, ordinances, rules and regulations of each jurisdiction in which its business is carried on, and holds all material licences, registrations, permits, consents or qualifications (whether governmental, regulatory or otherwise) required in order to enable its business to be carried on as now conducted, and:

(i) except as disclosed in the Disclosure Record, all such licences, registrations, permits, consents and qualifications are valid and subsisting and in good standing in all material respects; and

(ii) except as disclosed in the Disclosure Record, neither the Corporation nor the Subsidiary has received any notice relating to the revocation or modification of any such licenses, registrations, permits, consents or qualifications which would, if the subject of an unfavourable decision, ruling or finding, have a material adverse affect on the business, operations, condition (financial or otherwise) or prospects of the Corporation;

(j) except as disclosed in the Disclosure Record, there are no orders ceasing or suspending the trading of any securities of the Corporation or prohibiting the sale of any securities by the Corporation, nor any current, pending, or to the Corporation's or the Subsidiary's knowledge any contemplated or threatened, proceedings for this purpose, nor to the Corporation's or the Subsidiary's knowledge any grounds therefor;

(k) the Disclosure Record, and all financial, marketing, sales and operational information provided to the Agent do not contain any misrepresentation;

(l) the authorized capital of the Corporation consists of an unlimited number of common shares without par value, an unlimited number of Class “A” Preference shares with a par value of $1.00 each and an unlimited number of Class “B” Preference shares with a par value of $5.00 each, of which 65,343,124 common shares are duly authorized, issued and outstanding as fully paid and non-assessable as of July 20, 2011, prior to the Offering;

(m) each of the Corporation and the Subsidiary is not a party to, and has not granted, any agreement, warrant, option, right or privilege, or any of the foregoing capable of becoming an agreement, warrant, option, right or privilege, for the purchase, subscription or issuance of any of its securities other than as disclosed in the Disclosure Record;

(n) the Corporation has full corporate power and authority, and has taken all necessary corporate action, to (as applicable) create, offer, sell, issue and deliver the Securities, and as at the Time of Closing:

(i) the Shares will be duly and validly authorized and issued as fully paid and non-assessable shares;

(ii) the Warrants will be duly and validly authorized, created and issued as legal, valid and binding obligations of the Corporation;

(iii) the Warrant Shares will be duly and validly authorized and reserved for issuance, and the Warrant Shares will be duly and validly authorized and issued as fully paid and non-assessable shares upon exercise of the Warrants in accordance with the terms of the certificates representing the Warrants;

(iv) the Agent's Options will be duly and validly authorized, created and issued as legal, valid and binding obligations of the Corporation;

(v) the Agent's Unit Shares will be duly and validly authorized and reserved for issuance, and the Agent's Unit Shares will be duly and validly authorized and issued as fully paid and non-assessable shares upon exercise of the Agent's Option in accordance with the terms of the certificates representing the Agent's Options;

(vi) the Agent's Unit Warrants will be duly and validly authorized and reserved for issuance upon exercise of the Agent's Options in accordance with the terms of the certificates representing the Agent's Options; and

(vii) the Agent's Unit Warrant Shares will be duly and validly authorized and reserved for issuance, and the Agent's Unit Warrant Shares will be duly and validly authorized and issued as fully paid and non-assessable shares upon exercise of the Agent's Unit Warrants in accordance with the terms of the certificates representing the Agent's Unit Warrants;

(o) the Corporation has full corporate power and authority, and has taken all necessary corporate action, to enter into, execute, deliver and perform its obligations under each of this Agreement, the Subscription Agreements and the certificates representing the Warrants, the Agent's Options and the Agent's Unit Warrants (collectively, the "**Transaction Documents**"), and as at the Time of Closing, each of the Transaction Documents (other than the certificate representing the Agent's Unit Warrants), and upon due exercise of the Agent's Options, the certificate representing the Agent's Unit Warrants, will be duly and validly authorized, executed and delivered and constitute a legal, valid and binding obligation of the Corporation enforceable in accordance with their respective terms, subject to bankruptcy laws, the availability of all equitable remedies and other customary exceptions;

(p) at the Time of Closing, the Corporation will be listed as a Tier 2 oil and gas issuer of the Exchange;

(q) the Corporation is not in default or breach of, and the execution and delivery of each of the Transaction Documents, the performance of the transactions contemplated thereby, do not and will not result in a default or breach of, and do not create a state of facts which, after notice or lapse of time or both, will result in a default or breach of, and do not and will not conflict with, any of the terms, conditions or provisions of (i) its constating documents, or shareholders' or directors' resolutions; (ii) any indenture, contract, instrument, lease or other agreement (written or oral) to which the Corporation is or will be a party or contractually bound as of the Time of Closing; or (iii) and to the best of the Corporation's knowledge any laws, by-laws, ordinances, rules, regulations, policies, judgments, decrees or orders of any court, governmental authority or administrative body whatsoever having jurisdiction over it or its property or assets in any material respect;

(r) all information regarding the Corporation set forth in all information filed by or on behalf of the Corporation with any securities regulatory authority in the Reporting Jurisdictions on the System for Electronic Document Analysis and Retrieval in compliance or intended compliance with applicable securities laws since December 31, 2010, together with all information prepared by the Corporation and provided or otherwise provided or disclosed to the Agent or its counsel or a Purchaser (the "**Disclosure Record**"), is in all material respects accurate and omits no facts, the omission of which makes the Disclosure Record, or any particulars therein, misleading or incorrect;

(s) other than as disclosed in the Disclosure Record, there has not been any material adverse change in the properties, assets, liabilities, obligations, business, operations, condition (financial or otherwise) or prospects of the Corporation or the Subsidiary (absolute, accrued, contingent or otherwise) from that disclosed in the Disclosure Record, and there has not been any material adverse change in the business, operations or condition (financial or otherwise) or results of the operations of the Corporation or the Subsidiary since December 31, 2010 and since that date there have been no material facts, transactions, events or occurrences which, to the best of the Corporation's knowledge, could reasonably be expected to materially adversely affect the business of the Corporation or the Subsidiary;

(t) other than as disclosed in the Disclosure Record, neither the Corporation nor the Subsidiary has not entered into any material transactions, or entered into any material contracts, which have not been promptly and properly authorized by directors' or shareholders' resolution filed in its respective minute books and otherwise promptly and properly recorded in their respective financial books and records;

(u) other than as disclosed in the Disclosure Record, the related parties of the Corporation or the Subsidiary have not had any material interest, direct or indirect, in any prior, existing or proposed transaction which was, is or will be material to the Corporation or the Subsidiary except as promptly and properly authorized by directors' or shareholders' resolution filed in their respective minute books;

(v) other than as disclosed in the Disclosure Record, the Corporation is the beneficial owner of or has the right to acquire the interests in the properties and assets referred to in the Disclosure Record or a valid option to purchase or lease, the properties, business and assets referred to in the Disclosure Record, and has good and marketable title thereto free and clear of any liens, charges, encumbrances, claims, demands and other adverse interests of any nature or kind, and, to the best of the Corporation's knowledge, all such properties and assets, or rights therein, are in good standing in all material respects in accordance with the laws and other requirements of the jurisdiction in which they are situate;

(w) other than as disclosed in the Disclosure Record, each of all material contracts to which the Corporation or the Subsidiary is or will be a party or contractually bound at the Time of Closing have been duly and validly authorized, executed and delivered, is in good standing in all material respects in accordance with their respective terms, and constitute a legal, valid and binding obligation of the Corporation or the Subsidiary enforceable in accordance with their respective terms;

(x) other than as disclosed in the Disclosure Record, each of the Corporation's and the Subsidiary's properties and business is and has been operated in compliance with, in all material respects, all applicable laws governing environmental matters, hazardous materials, workplace safety and like legislation, and there are no facts known to the Corporation after due inquiry which could give rise to any material violation of or non-compliance with such laws;

(y) other than as disclosed in the Disclosure Record, no person has taken, or to the Corporation's or the Subsidiary's knowledge, contemplated or threatened, any action which would in any way prevent, limit, restrict or cause interference with any current or proposed exploration or development work on the Corporation's properties in any material respect;

(z) except as disclosed in the Disclosure Record, there are no current, pending, or to the Corporation's or the Subsidiary's knowledge, any contemplated or threatened, actions, suits, inquiries or proceedings to which the Corporation or the Subsidiary is a party or to which the property or assets of the Corporation or the Subsidiary are subject, that would, if the subject of an unfavourable decision, ruling or finding, have a material adverse affect on the business, operations, condition (financial or otherwise) or prospects of the Corporation;

(aa) the consolidated audited financial statements of the Corporation as at and for the year ended December 31, 2010 (the "**Financial Statements**") present fairly, in all material respects, the financial position of the Corporation and the Subsidiary as at the dates set out therein and the results of its operations and the changes in its financial position for the periods then ended, in accordance with Canadian generally accepted accounting principles consistently applied;

(bb) the Corporation has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its common shares or other securities of any class, or, directly or indirectly, redeemed, repurchased or otherwise acquired any of its common shares or other securities, or agreed to do any of the foregoing;

(cc) there is not, in the constating documents of the Corporation, or in any indenture, contract, instrument, lease or other agreement (written or oral) to which the Corporation is a party or contractually bound, any restriction upon or impediment to the declaration and payment of dividends by the directors of the Corporation;

(dd) Computershare Investor Services Inc. has been duly appointed as the transfer agent and registrar for all of the outstanding common shares of the Corporation;

(ee) in respect of the Offering:

(i) the Corporation's representations and warranties in the Transaction Documents and any other written representations made by the Corporation to the Agent in connection with the Offering will be accurate in all material respects at the Time of Closing and will omit no fact, the omission of which will make any such representation or warranty misleading or incorrect;

(ii) the Corporation has and at the Time of Closing will have taken all steps as may be reasonably necessary to comply with the requirements of applicable corporate and securities laws of the Selling Jurisdictions and such other jurisdictions in which the Offering is made, assuming that such offering is conducted in accordance with the terms hereof and the Subscription Agreements;

(iii) the Corporation is and at the Time of Closing will be entitled to avail itself of the applicable prospectus and registration exemptions under the applicable securities laws of the Selling Jurisdictions in respect of the distribution of the Securities; and

(iv) other than the Agent, its agents and Quam Securities Company Limited, except as disclosed in the Disclosure Record there is no person, firm or corporation acting or purporting to act at the request of the Corporation, who is entitled to any brokerage or finder's fee in connection with the Offering, and in the event that any person, firm or corporation acting or purporting to act for the Corporation establishes a claim for any fee or other compensation from the Agent, the Corporation covenants to indemnify and hold harmless the Agent with respect thereto and with respect to all costs reasonably incurred in defence thereof;

(ff) on or before Closing, the Corporation has taken or will take all commercially reasonable steps necessary to obtain the consent of the Exchange and has complied with or will comply with all other regulatory requirements applicable with respect to the offering and sale of the Units on a "private placement" basis as contemplated by the Offering;

(gg) the auditors of the Corporation who audited the Financial Statements and delivered their report with respect thereto, were at the relevant time independent chartered accountants;

(hh) the minute books of the Corporation and the Subsidiary, as provided to the Agent and its counsel, are true and complete in all material respects and contain the minutes of all meetings and all resolutions of the directors and shareholders thereof;

(ii) save and except for the T2 corporate tax returns of the Corporation and the Subsidiary for the year ended December 31, 2010, each of the Corporation and the Subsidiary has filed all tax returns and other reports required to be filed, and has paid all taxes and related charges of any kind whatsoever due and payable and otherwise established reserves on its books and records that are adequate for the payment of all such taxes and related charges of any kind whatsoever not yet due and payable;

(jj) there are no current, pending, or to the Corporation's or the Subsidiary's knowledge any contemplated or threatened, audits of the tax returns of or other reports required to be filed by the Corporation or the Subsidiary (whether federal, provincial, local or foreign), and there are no claims or grounds therefor which have been or may be asserted relating to any such tax returns and other reports, and there no liens for taxes or related charges on the properties and assets of the Corporation or the Subsidiary; and

(kk) neither Canada Revenue Agency nor any other applicable taxation authority has asserted, or to the Corporation's or the Subsidiary's knowledge contemplated or threatened to assert, any claim, assessment or liability for taxes or related charges due or to become due in connection with any review or examination of the tax returns of or other reports required to be filed by the Corporation or the Subsidiary for any taxation or reporting year.

2.2 The representations and warranties of the Corporation contained in this Agreement shall be true and correct in all material respects at the Time of Closing as though they were made at the Time of Closing.

3. <u>Representations and Warranties of the Agent</u>

3.1 The Agent represents and warrants to the Corporation and acknowledges that the Corporation is relying upon such representations and warranties, that:

(a) it has full corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(b) it, and each dealer appointed by it as its agent to assist in the Offering, is, and will remain until the completion of the Offering appropriately registered under the applicable securities laws of the Selling Jurisdictions so as to permit it to lawfully fulfil its obligations hereunder;

(c) it, and each dealer appointed by it as its agent to assist in the Offering, is, and will remain until the completion of the Offering an "accredited investor" as defined in section 2.3 of NI45-106 by virtue of being a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as an exempt market dealer under the applicable securities laws;

(d) it is a member in good standing of the Exchange;

(e) it acknowledges that none of the Securities have been or will be registered under the United States *Securities Act of 1933*, as amended (the "**U.S. Securities Act**") or any U.S. state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and U.S. state securities laws;

(f) it, and each dealer appointed by it as its agent to assist in the Offering (i) is not a U.S. Person (as that term is defined in Rule 902(o) of Regulation S promulgated under the United States *Securities Act of 1933*), (ii) not acquiring any of the Agent's Options, Agent's Units, Agent's Unit Shares, Agent’s Unit Warrants or Agent’s Unit Warrant Shares for the account or benefit of any U.S. Person or any person in the United States, and (iii) it did not execute this Agreement while in the United States; and

(g) it acknowledges that the Agent’s Options and the Agent's Unit Warrants may not be exercised in the United States or for the account or benefit of any U.S. Person or any person in the United States.

3.2 The representations and warranties of the Agent contained in this Agreement shall be true and correct at the Time of Closing as though they were made at the Time of Closing.

4. <u>Covenants of the Corporation</u>

4.1 The Corporation covenants to and with the Agent that it will:

(a) allow the Agent and its counsel to conduct all due diligence in connection with the Offering which the Agent may reasonably require;

(b) during the period commencing on the date hereof and ending at the Time of Closing, promptly inform the Agent of:

(i) any material change (actual, proposed, anticipated, threatened or prospective, whether financial or otherwise) in or affecting any of the representations and warranties of the Corporation made in this Agreement;

(ii) any material change (actual, proposed, anticipated, threatened or prospective, whether financial or otherwise) in or affecting the assets, properties, liabilities, obligations, business, operations, affairs, prospects or condition (financial or otherwise), or the capital or control of the Corporation or the Subsidiary; and

(iii) any communication to or from any securities commission, stock exchange or similar regulatory authority or any other competent authority relating to the Corporation or the Subsidiary, their respective directors, officers, promoters and other insiders, or the Offering, and provide a copy thereof to the Agent;

(c) during the period commencing on the date hereof and ending at the Time of Closing (or such longer period as may be specified in the respective representation, warrant, covenant or condition), do all such acts and things required to ensure that:

(i) all of the representations and warranties of the Corporation contained in the Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto remain true and correct at all times;

(ii) all of the covenants and conditions to be satisfied and observed by the Corporation contained in the Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto are satisfied and observed as soon as is practicable and thereafter remain satisfied and observed at all times; and

(iii) all of the closing conditions contained in the Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto are met,

and otherwise refrain from doing all such acts and things that would result in any of the foregoing representations and warranties being untrue or incorrect, the foregoing covenants and conditions being unsatisfied or unobserved or the foregoing closing conditions unmet;

(d) prior to the Time of Closing, use its best efforts to obtain any necessary corporate, regulatory and third party approvals and consents to the Offering on such terms as are acceptable to the Agent acting reasonably, and comply with all Exchange and regulatory requirements applicable to the offering and sale of the Units on a "private placement" basis as contemplated by the Offering;

(e) duly, punctually and faithfully fulfill all legal requirements reasonably required to permit the creation, offering, sale, issuance and delivery of the Securities in accordance with the Transaction Documents, including, without limitation, compliance with all applicable securities legislation in respect of the conduct of the Offering and the distribution of the Securities;

(f) ensure that the offer, sale and distribution of the Securities will fully comply with the requirements of applicable securities legislation in the Selling Jurisdictions and the policies of the Exchange in relation to the offer, sale and distribution of the Securities;

(g) subject to any corporate reorganization, merger, plan of arrangement or take-over bid, use its commercially reasonable best efforts to maintain the listing of its common shares on the Exchange for a period of twenty-four (24) months from the Closing Date;

(h) subject to any corporate reorganization, merger, plan of arrangement or take-over bid, use its commercially reasonable best efforts to maintain its status as reporting issuer under the securities legislation in the Reporting Jurisdictions for a period of twenty-four (24) months from the Closing Date;

(i) duly and punctually perform all the obligations to be performed by it under the Transaction Documents; and

(j) enter into and accept, no later than the Closing Date, Subscription Agreements with each Purchaser in the form as agreed to between the Corporation and the Agent and their respective counsel provided that the acceptance of such Subscription Agreements would not be in breach of or contrary to applicable laws, subject to the Corporation's right acting reasonably, to reject any Subscription Agreements.

5. Covenants of the Agent

5.1 The Agent covenants to and with the Corporation that it will:

(a) use its commercially reasonable efforts to solicit subscriptions for Units in the Selling Jurisdictions and fulfill all legal requirements to be fulfilled by it to act as the Corporation's sole and exclusive agent to solicit Purchasers for the Offering;

(b) in connection with the Offering, solicit and conduct its selling efforts in compliance with all applicable laws including the applicable securities laws of the Selling Jurisdictions; the rules and policies of the Exchange, and the terms and conditions set forth in this Agreement;

(c) not solicit, offer or sell Units in any jurisdiction other than the Selling Jurisdictions (unless subsequently agreed to by the Corporation);

(d) obtain from each Purchaser a completed and executed Subscription Agreement; and

(e) not conduct any general solicitation or general advertising in connection with the Offering, including advertisements, notices, articles or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television or electronically, via email, over the internet or otherwise, other than a tombstone advertisement announcing the completion of the Offering.

6. Conditions of Closing

6.1 The completion of the Offering and the other transactions contemplated herein is subject to or waiver of the following conditions for the benefit of the Agent, that:

(a) all of the representations and warranties of the Corporation contained in the Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto being true and accurate in all material respects as of the Closing Date with the same force and effect as if made as at the Time of Closing;

(b) all of the covenants and conditions of the Corporation to be satisfied and observed prior to and as at the Time of Closing contained in the Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto having been satisfied and observed by the Corporation prior to and as at the Time of Closing;

(c) the Corporation having obtained all necessary corporate, regulatory and third party approvals and consents to the Offering on such terms as are acceptable to the Agent, acting reasonably;

(d) the Corporation having duly, punctually and faithfully fulfilled all legal requirements reasonably required to permit the creation, offering, sale, issuance and delivery of the Securities in accordance with the Transaction Documents, and all legal requirements otherwise required in connection with the Offering;

(e) the Corporation having all necessary corporate power and authority and having taken all necessary corporate action to authorize and enter into, execute and deliver the Transaction Documents and perform its obligations thereunder, including but not limited to the issuance of the Securities, and the Corporation having duly and validly executed and delivered the Transaction Documents;

(f) at the time of the Closing, deliver such other confirmations, certificates, instruments and other documents as the Agent or its counsel may reasonably request, including but not limited to, a title opinion in respect of any material properties of the Company and "bring down" certificates of the Corporation's qualified person(s);

(g) the Agent having received at Closing a favourable legal opinion of counsel to the Corporation (or such other law firm or firms reasonably acceptable to the Agent), addressed to the Agent, the Agent's counsel and each of the Purchasers, acceptable in all reasonable respects to the Agent's counsel, as to the following matters:

(i) the Corporation and the Subsidiary are corporations duly incorporated and validly existing under the laws of their respective jurisdictions, and is, with respect to its annual report filings with their respective jurisdictions, in good standing;

(ii) the Corporation and the Subsidiary have all requisite corporate power and authority to conduct the business now conducted, and to own, lease and operate its properties and assets;

(iii) the Corporation and the Subsidiary are registered or otherwise qualified to carry on business and to own, lease and operate its property and assets, and are in good standing, in each jurisdiction where they carry on business or own, lease or operate their properties and assets;

(iv) the Corporation is a reporting issuer under the securities laws of the Reporting Jurisdictions and is not included in a list of defaulting reporting issuers maintained pursuant to the securities laws of each of the Reporting Jurisdictions;

(v) as to the authorized share capital and the issued and outstanding share capital of each of the Corporation and the Subsidiary;

(vi) as to the existence of any agreement, warrant, option, right or privilege for the purchase, subscription or issuance of any share capital of the Corporation and the Subsidiary;

(vii) the Corporation has full corporate power and authority, and has taken all necessary corporate action, to create, offer, sell, issue and deliver the Securities, and:

(A) the Shares have been duly and validly authorized and issued as fully paid and non-assessable shares;

(B) the Warrants have been duly and validly authorized, created and issued as legal, valid and binding obligations of the Corporation, subject to bankruptcy laws, the availability of all equitable remedies and other customary exceptions;

(C) the Warrant Shares have been validly authorized and reserved for issuance, and the Warrant Shares will be duly and validly authorized and issued as fully paid and non-assessable shares upon exercise of the Warrants in accordance with the terms of the certificates representing the Warrants;

(D) the Agent's Options have been duly and validly authorized, created and issued as legal, valid and binding obligations of the Corporation, subject to bankruptcy laws, the availability of all equitable remedies and other customary exceptions;

(E) the Agent's Unit Shares have been validly authorized and reserved for issuance, and the Agent's Unit Shares will be duly and validly authorized and issued as fully paid and non-assessable shares upon exercise of the Agent's Options in accordance with the terms of the certificates representing the Agent's Options;

(F) the Agent's Unit Warrants have been duly and validly authorized and reserved for issuance upon exercise of the Agent's Options in accordance with the terms of the certificates representing the Agent's Options; and

(G) the Agent's Unit Warrant Shares have been validly authorized and reserved for issuance, and the Agent's Unit Warrant Shares will be duly and validly authorized and issued as fully paid and non-assessable shares upon exercise of the Agent's Unit Warrants in accordance with the terms of the certificates representing the Agent's Unit Warrants;

(viii) the Corporation has full corporate power and authority, and has taken all necessary corporate action, to enter into, execute, deliver and perform its obligations under each of the Transaction Documents;

(ix) each of the Transaction Documents has been duly and validly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable in accordance with their respective terms subject to such exceptions and limitations considered appropriate by counsel for the Corporation;

(x) the execution and delivery of each of the Transaction Documents and the performance of the transactions contemplated thereby do not and will not result in a breach of or default under, and do not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with, any of the terms, conditions or provisions of (i) its constating documents, by-laws or resolutions; or (ii) to the best of counsel's knowledge, any laws applicable to the Corporation or the Subsidiary or any judgments, decrees or orders of any court, governmental authority or administrative body whatsoever having jurisdiction over the Corporation or the Subsidiary or their respective properties or assets;

(xi) the issuance of the Securities has been conditionally accepted by the Exchange, and the Shares have been conditionally accepted for listing upon the Exchange, and the Warrant Shares, the Agent's Unit Shares and the Agent's Unit Warrant Shares have been accepted for reservation for listing on the Exchange;

(xii) the offering, sale, issuance and delivery of the Shares and the Warrants to the Purchasers being exempt from the prospectus and registration requirements of the securities laws of the Selling Jurisdictions;

(xiii) the offering, sale, issuance and delivery of the Agent's Options to the Agent being exempt from the prospectus and registration requirements of the securities laws of the Selling Jurisdictions;

(xiv) the issuance and delivery of the Warrant Shares on exercise of the Warrants being exempt from the prospectus and registration requirements of the securities laws of the Selling Jurisdictions;

(xv) the issuance and delivery of the Agent's Unit Shares on exercise of the Agent's Options, the Agent's Unit Warrants on exercise of the Agent's Options and the Agent's Unit Warrant Shares on exercise of the Agent's Unit Warrants being exempt from the prospectus and registration requirements of the securities laws of the Selling Jurisdictions;

(xvi) as to the restrictions on the first trade of the Shares, the Warrants, the Warrant Shares, the Agent's Unit Shares, the Agent's Unit Warrants and the Agent's Unit Warrant Shares;

(xvii) as to, to the best of counsel's knowledge, the existence of any current, pending, contemplated or threatened actions, suits, inquiries or proceedings to which the Corporation or the Subsidiary is a party or to which the property or assets of the Corporation or the Subsidiary is subject;

(xviii) any additional matters requested by the Agent or the Agent's counsel, acting reasonably.

In giving the opinions contemplated above, counsel to the Corporation and the Subsidiary shall be entitled to rely, where appropriate, upon such opinions of local counsel that are in form and substance satisfactory to Agent's counsel, and shall be entitled to rely, as to matters of fact, upon the representations and warranties of Purchasers in the executed Subscription Agreements, the representations and warranties of the Agent in this Agreement, certificates and documents of public officials, and an Officers' Certificate of the Corporation in form and substance satisfactory to Agent's counsel acting reasonably;

(h) the Agent having received an Officers' Certificate of the Corporation dated the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the

Corporation or by such other officers acceptable to the Agent, certifying certain matters reasonably requested by the Agent including but not limited to:

(i) all of the representations and warranties of the Corporation contained in the Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto were true and correct at all material times and are true and correct at the Time of Closing;

(ii) all of the covenants and conditions to be satisfied and observed by the Corporation contained in the Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto, unless waived in writing by the Agent, were satisfied and observed at all material times and are satisfied and observed at the Time of Closing;

(iii) since the date hereof, there has been no actual material adverse change in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation;

(iv) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation (including the Securities) is currently in effect and no proceedings for such purposes are pending, or, to the knowledge of such officers, contemplated or threatened;

(v) the Corporation is a "reporting issuer" not in default under the securities laws of the Reporting Jurisdictions and no material change relating to the Corporation has occurred with respect to which the requisite material change statement has not been filed unless the Offering contemplated hereby constitutes a material change and no disclosure of any material change has been made on a confidential basis;

(vi) the Disclosure Record does not contain a "misrepresentation" as defined in the applicable securities legislation of the Reporting Jurisdictions as at the date of such filing or delivery;

(vii) the execution and delivery of the Transaction Documents and the performance of the transactions contemplated thereby do not and will not result in a breach of, and do not create a state of facts which, after notice, or lapse of time or both, will result in a breach of, and do not and will not conflict with, any of the terms, conditions or provisions of the constating documents or articles, of the Corporation or any written trust indenture, agreement, or instrument to which the Corporation is contractually bound as at the Time of Closing;

(viii) all of the closing conditions contained in the Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto, unless waived in writing by the Agent, have been met at the Time of Closing; and

(ix) any additional matters requested by the Agent or the Agent's counsel, acting reasonably.

7. <u>Closing</u>

7.1 The completion (the "**Closing**") of the purchase and sale of the Units and the other transactions contemplated herein shall be completed at the offices of Anfield Sujir Kennedy & Durno LLP at Suite 1600 – 609 Granville Street Vancouver, British Columbia, V7Y 1C3, on such date (the "**Closing Date**") and at such time (the "**Time of Closing**") as may be mutually agreed upon by the Corporation and the Agent. For the purposes of this Agreement, the date and time of any partial closing shall be the "Closing Date" and "Time of Closing" with respect to the securities issued at that partial closing.

7.2 At the Closing, the Agent, on behalf of the Purchasers, will deliver to the Corporation's counsel, a bank draft or certified cheque payable to the Corporation in an amount representing the aggregate subscription price for the Units subscribed for hereunder less the Agent's Commission, the Corporate Finance Fee and the Agent's reasonable out-of-pocket expenses.

7.3 At the Closing, the Corporation shall deliver to the Agent:

(i) certified copies of all directors' and shareholders' resolutions, regulatory and third party approvals and consents obtained in connection with the Offering as may be requested by the Agent;

(ii) copies of this Agreement and each Purchaser's Subscription Agreement, duly executed by the Corporation;

(iii) the certificates representing the Shares and the Warrants subscribed for, in such amounts and registrations requested by the Agent;

(iv) the certificates representing the Agent's Options, in such amounts and registrations requested by the Agent;

(v) the requisite legal opinions and officers' certificates contemplated herein; and

(vi) such further documentation as may be contemplated herein or as may be reasonably requested by the Agent or the Agent's counsel.

8. <u>Expenses</u>

8.1 Whether or not Closing occurs, the Corporation shall pay all reasonable costs, fees and expenses of or incidental to this Agreement and the matters contemplated herein, and the performance thereof, including, but not limited to:

(a) the cost of preparing, printing and processing the Subscription Agreements and this Agreement;

(b) the cost of registration, countersignature, and delivery of the Securities;

(c) the cost of preparing, printing and filing all securities filings required in connection with the Offering; and

(d) the Agent's reasonable out-of-pocket costs and expenses (including the fees and expenses of Agent's counsel, provided that such legal expenses of the Agent shall not exceed $20,000 plus applicable disbursements and taxes), $10,000 of which the Agent hereby acknowledges receipt.

8.2 Any amounts payable to the Agent pursuant to the provisions of section 8.1 hereof shall be paid by the Corporation from time to time upon receipt an invoice therefor from the Agent.

9. Indemnities

9.1 The Corporation hereby covenants and agrees to protect, indemnify and hold harmless the Agent and its directors, officers, employees, solicitors and agents (each being individually, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") from and against all losses, claims, costs, damages or liabilities, but excluding loss of profit and indirect, consequential or special losses, which they may suffer or incur caused by or arising directly or indirectly by reason of:

(a) any information or statement (except any information or statement relating solely to and supplied by the Agent) contained in the Disclosure Record being or being alleged to be a misrepresentation;

(b) the omission to state in the Disclosure Record a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which it was made (except the omission to state a material fact relating solely to the Agent);

(c) the Corporation not complying with any requirement of any securities legislation or regulatory requirements in connection with the Offering;

(d) any order made or any inquiry, investigation or proceeding commenced or threatened by any regulatory authority based upon an allegation that any untrue statement or alleged omission or any misrepresentation or alleged misrepresentation in the Disclosure Record exists (except information and statements relating solely to the Agent) which prevents or restricts the trading in or distribution of the Securities;

(e) the Corporation's failure to comply with any of its obligations hereunder including any breach of or default under any representation, warranty, covenant or agreement of the Corporation in any of the Transaction Documents; or

(f) any untrue statements in or omissions from any public disclosure documentation supplied by the Corporation and relied upon by the Agent in the performance of its duties,

or otherwise by reason of the performance of professional services rendered by an Indemnified Party to the Corporation, always provided that this indemnity shall not apply to a particular Indemnified Party to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that (i) said particular Indemnified Party has been grossly negligent or exercised bad faith in the course of such performance, and (ii) the expenses, losses, claims, costs, damages or liabilities, as to which indemnification is claimed, were directly caused by the gross negligence or bad faith conduct referred to in (i).

9.2 If any action or claim shall be asserted against an Indemnified Party in respect of which indemnity may be sought from the Corporation pursuant to the provisions hereof, or if any potential claim contemplated by this section shall come to the knowledge of an Indemnified Party, the Indemnified Party shall promptly notify the Corporation in writing of the nature of such action or claim (provided that any failure to so notify shall not affect the Corporation's liability under this paragraph unless such delay has prejudiced the defense to such claim or the Corporation's ability to reduce the amount thereof). The Corporation shall assume the defense thereof at its expense, provided, however that the defense shall be through legal counsel acceptable to the Indemnified Party, acting reasonably. In addition, the Indemnified Party shall also have the right to employ up to two (2) separate counsel in any such action and participate in the defense thereof, and the fees and expense of such counsel shall be borne by the Corporation if:

(a) the Indemnified Party has been advised by counsel, acting reasonably, that representation of the Corporation and the Indemnified Party by the same counsel would be inappropriate due to actual or potential differing interests between them; or

(b) the Corporation has failed within a reasonable time after receipt of such written notice to assume the defense of such action or claim.

9.3 It is understood and agreed that neither party shall effect any settlement of any such action or claim or make any admission of liability without the written consent of the other party, such consent not to be unreasonably withheld or delayed. The indemnities hereby provided for shall remain in full force and effect and shall not be limited to or affected by any other indemnity in respect of any matters specified in this section obtained by the Indemnified Party from any other person.

9.4 To the extent that any Indemnified Party is not a party to this Agreement, the Agent or the Corporation, as the case may be, shall obtain and hold the right and benefit of this section in trust for and on behalf of such Indemnified Party.

9.5 The Corporation hereby consents to personal jurisdiction and service and venue in any court in which any claim which is subject to indemnification hereunder is brought against the Agent or any Indemnified Party and to the assignment of the benefit of this section to any Indemnified Party for the purpose of enforcement.

9.6 The Agent hereby consents to personal jurisdiction and service and venue in any court in which any claim which is subject to indemnification hereunder is brought against the Corporation or any Indemnified Party and to the assignment of the benefit of this section to any Indemnified party for the purpose of enforcement.

10. <u>Contribution</u>

10.1 In the event that, for any reason other than the occurrence of any of the events itemized in (a) and (b) of section 9.1, any indemnity provided for in section 9 hereof is illegal or unenforceable, the Agent and the Corporation shall contribute to the aggregate of all losses, claims, costs, damages, expenses or liabilities of the nature provided for in section 9 such that the Agent shall be responsible for that portion represented by the percentage that the Agent's Commission bears to the gross proceeds from the Offering and the Corporation shall be responsible for the balance. Notwithstanding the foregoing, a person guilty of fraudulent misrepresentation shall not be entitled to contribution from any other party. Any party entitled to contribution will, promptly after receiving notice of commencement of any claim, action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this section, notify such party or parties from whom contribution may be sought. In no case shall such party from whom contribution may be sought be liable under this section 10 unless such notice shall have been provided, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any other obligation it may have otherwise than under this section. The right to contribution provided in this section shall be in addition to, and not in derogation of, any other right to contribution which the Agent or the Corporation may have by statute or otherwise by law.

11. Termination Rights

11.1 The Agent shall be entitled, at its option, to terminate all of its obligations under this Agreement, and the obligations of any Purchaser under the Subscription Agreement, by notice to that effect delivered to the Corporation at any time prior to the Closing in the event that:

(a) the Agent acting reasonably is not satisfied with the results of its due diligence investigations;

(b) the Agent determines that any of the material representations or warranties made by the Corporation herein, is or has become false or misleading in any material respect;

(c) the Corporation is in default under, breach of or fails to comply with, any material term, condition or provision of this Agreement;

(d) there should develop, occur or come into effect, any catastrophe of national or international consequence or any governmental act, law or regulation, inquiry or other occurrence of any nature whatsoever which, in the opinion of the Agent, seriously affects or may seriously affect the financial markets or the business of the Corporation;

(e) there shall occur or come into effect any event, circumstance or condition which in the sole opinion of the Agent constitutes a material change (actual, proposed or prospective, financial or otherwise) in the properties, assets, liabilities, obligations, business, affairs, operations, condition (financial or otherwise) or prospects of the Corporation or the Subsidiary (absolute, accrued, contingent or otherwise) which would reasonably be expected to have a significant adverse effect on the business of the Corporation or the market price or value of the Units;

(f) there is an inquiry, investigation or other proceeding (whether formal or informal) by any securities regulatory authority in relation to the Corporation or any of the Corporation's directors, officers, promoters or other insiders which in the sole opinion of the Agent seriously affects or may seriously affect the Offering;

(g) any order to cease trading in the securities of the Corporation is made by a securities regulatory authority and that order is still in effect; or

(h) in the sole opinion of the Agent, the Units cannot be profitably marketed or that it is not in the interest of the Purchasers to complete the purchase and sale of the Units.

11.2 If the Agent terminates this Agreement pursuant to this section 11, there shall be no further liability on the part of the Agent or the Purchasers pursuant to this Agreement or the Subscription Agreements or otherwise in respect of the Offering. Notwithstanding termination of this Agreement pursuant to this section, the provisions of Sections 8, 9, and 10 shall survive such termination. The right of the Agent to terminate its obligations under this Agreement is in addition to such other remedies as it may have or have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

12. Breach of Agreement

12.1 The Agent may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in respect of any other terms and conditions or any other or subsequent breach or non-compliance provided, however, that any waiver or extension must be in writing and signed by the Agent in order to be binding upon it.

13. Right of First Refusal

13.1 The Corporation shall notify the Agent of the terms of any future brokered or public equity financing (the "**Financing**") that the Corporation requires or proposes to conduct during the twelve (12) months following the Closing Date and the Agent shall, subject to section 13.4 below, have a right of first refusal (the "**Right of First Refusal**") to act as the Corporation's lead agent in respect of any and all such Financings based on industry standard terms on the terms set out in the notice delivered to the Agent.

13.2 The Right of First Refusal may be exercised by the Agent within ten (10) calendar days following the receipt of the notice from the Company referred to in section 13.1 hereof by notifying the Corporation that it will provide the Financing on the terms set out in the notice to the Agent.

13.3 If the Agent fails to give the notice contemplated by section 13.2 hereof to the Corporation within the requisite ten (10) calendar days, the Corporation will then be free to make other arrangements to obtain the Financing from another source on the same terms or on terms no less favourable to the Corporation without any further obligations under this Article 13 to the Agent with respect to the Financing.

13.4 The Right of First Refusal will terminate and be of no force and effect if, on receipt of any notice from the Corporation under this Article 13, the Agent fails to exercise the Right of First Refusal in respect of the Financing.

14. Notices

14.1 Any notice under this Agreement shall be given in writing and either delivered or telecopied to the party to receive such notice at the address or telecopy numbers indicated below:

(a) To the Corporation:

CBM Asia Development Corp.
404 – 815 Hornby Street
Vancouver, British Columbia V6Z 2E6

Attention: Mr. Al Charuk, President and CEO
Telecopier No.: (604) 684-2474

With a copy to the Corporation's counsel:

Gregory T. Chu, A Law Corporation
650 – 1188 West Georgia Street
Vancouver, British Columbia V6E 4A2

Attention: Gregory T. Chu
Telecopier No.: (604) 531-6885

(b) To the Agent:

Jordan Capital Markets Inc.
1920-1075 West Georgia Street West
Vancouver, British Columbia V6E 3C9

Attention: Mark Redcliffe
Telecopier No.: (778) 373-4088

With a copy to the Agent's counsel:

Anfield Sujir Kennedy & Durno LLP
Suite 1600 - 609 Granville Street
Vancouver, BC V7Y 1C3

Attention: John Rhee
Telecopier No.: (604) 669-3877

or such other address or telecopy number as such party may hereafter designate by notice in writing to the other party. If a notice is delivered, it shall be effective from the date of delivery; if such notice is telecopied (with receipt confirmed), it shall be effective on the business day following the date such notice is telecopied.

15. Survival

15.1 All representations, warranties, and agreements of the Corporation and the Agent contained herein or contained in any document submitted pursuant to this Agreement or in connection with the purchase of the Units shall survive the purchase of the Units by the Purchasers and shall continue in full force and effect unaffected by any subsequent disposition of the Securities for a period of one (1) year from the Closing Date.

16. Time of the Essence

16.1 Time shall, in all respects, be of the essence hereof.

17. Entire Agreement

17.1 The provisions herein contained constitute the entire agreement between the parties hereto and supersede all previous communications, representations, understandings and agreements between the parties with respect to the subject matter hereof, whether oral or written.

18. Further Assurances

18.1 Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

19. Severability

19.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

20. Successors and Assigns

20.1 The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Agent and their respective successors and permitted assigns, provided that, except as herein provided, this Agreement shall not be assignable by any party without the written consent of the others.

21. **Governing Law**

21.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada, applicable therein.

22. **Headings**

22.1 The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

23. **Singular and Plural, etc.**

23.1 Where the context so requires, words importing the singular number include plural and vice versa, words importing individuals include corporations, societies, partnerships, trusts and other artificial constructs and vice versa; words importing gender include the opposite and neuter gender; words importing a particular form of artificial construct include all other forms of artificial constructs interchangeably.

24. **Counterparts**

This Agreement may be executed in any number of counterparts all of which when taken together shall be deemed to be one and the same document and not withstanding their actual date of execution shall be deemed to be dated as of the date first above written.

25. **Effective Date**

This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding the actual date of execution or delivery.

If the above is in accordance with your understanding, please sign and return to the Agent a copy of this letter, whereupon this letter and your acceptance shall constitute a binding agreement between the Corporation and the Agent.

JORDAN CAPITAL MARKETS INC.

(signed) "Mark Redcliffe"
Per: ___________________________________
Authorized Signatory

The above offer is hereby accepted and agreed to as of the date first above written.

CBM ASIA DEVELOPMENT CORP.

(signed) "Alan T. Charuk"
Per: ___________________________________
Authorized Signatory