

AGENCY AGREEMENT

March 14, 2007

Triple Dragon Resources Inc.
c/o Joanne S. McClusky
810-675 W Hastings Street
Vancouver, BC V6B 1N2

Attention: Wan Chuen Fai

Dear Sirs:

Re: Initial Public Offering of Triple Dragon Resources Inc.

We, Union Securities Ltd. (the “**Agent**”), understand that Triple Dragon Resources Inc. (the “**Company**”) would like to undertake an initial public offering (the “**Offering**”) of 1,600,000 common shares (“**Shares**”) in the capital of the Company at a price of \$0.25 per Share to raise gross proceeds of \$400,000.

We provide this letter to confirm the terms and conditions upon which we are prepared to act as your agent to use our commercially reasonable efforts to offer and sell the Shares on your behalf. By signing a copy of this letter, you are confirming that we have entered into a binding agreement (the “**Agreement**”) pursuant to which you will have appointed us as your exclusive agent to use our commercially reasonable efforts to offer and sell the Shares on the terms and conditions contained herein.

In consideration of the services to be rendered by us to you hereunder, you hereby agree with us as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, including any schedules forming a part of this Agreement:

- (a) “**Agent’s Fee**” has the meaning ascribed thereto in section 8.1;
- (b) “**Applicable Securities Laws**” means securities legislation of the Qualifying Jurisdictions and the regulations, rules, administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable Regulatory Authorities, all as amended;
- (c) “**Business Day**” means any day other than a Saturday, Sunday or a day on which banking institutions in Vancouver, British Columbia are obligated to close;
- (d) “**Certificates**” means certificates representing the Shares sold under the Offering, registered in the name of the Canadian Depository for Securities Limited, or such other name or names as may be specified by the Agent;

- (e) “**Closing**” has the meaning ascribed thereto in section 7.1;
- (f) “**Closing Date**” has the meaning ascribed thereto in section 7.1;
- (g) “**Closing Materials**” has the meaning ascribed thereto in section 5.1(b)(v);
- (h) “**CNQ**” means the Canadian Trading and Quotation System Inc.;
- (i) “**Comfort Letter**” has the meaning ascribed thereto in section 5.1(b)(i);
- (j) “**Commissions**” means the securities regulatory bodies (other than stock exchanges) of the Qualifying Jurisdictions and “**Commission**” means the securities regulatory body of a specified Qualifying Jurisdiction;
- (k) “**Company’s Financial Statements**” has the meaning ascribed thereto in section 4.1(m);
- (l) “**Conditional Listing**” has the meaning ascribed thereto in section 3.1(c);
- (m) “**Corporate Finance Fee**” has the meaning ascribed thereto in section 8.1.
- (n) “**distribution**” (or “**distribute**” as derived therefrom), has the meaning ascribed thereto in the *Securities Act* (British Columbia);
- (o) “**Expenses**” has the meaning ascribed thereto in section 9.1;
- (p) “**Final Listing Application**” means the final listing application filed with the CNQ to obtain a listing of the Shares;
- (q) “**Final Prospectus**” means the final prospectus of the Company filed with the Commissions for the purpose of qualifying the distribution of the Shares;
- (r) “**Final Receipt**” means the decision document issued by the British Columbia Securities Commission evidencing receipts issued by the Commissions for the Final Prospectus;
- (s) “**Full Listing**” has the meaning ascribed thereto in section 7.2(b);
- (t) “**Hazardous Substances**” has the meaning ascribed thereto in section 4.1(x);
- (u) “**Legal Opinions**” has the meaning ascribed thereto in section 5.1(b)(iii);
- (v) “**Listing Applications**” means the Preliminary Listing Application and the Final Listing Application;
- (w) “**Material Change**” has the meaning ascribed thereto under Applicable Securities Laws;
- (x) “**Material Contracts**” has the meaning ascribed thereto in section 4.1(r);

- (y) “**Material Fact**” has the meaning ascribed thereto under Applicable Securities Laws;
- (z) “**misrepresentation**” has the meaning ascribed thereto in the *Securities Act* (British Columbia);
- (aa) “**Net Proceeds**” means the gross proceeds of the Offering plus any advance payments for expenses or on account of the Agent’s Fee made by the Company and held by the Agent at Closing, less:
 - (i) the Agent’s Fee and the Corporate Finance Fee;
 - (ii) the Expenses of the Agent in connection with the Offering for which the Agent has not been reimbursed by the Company; and
 - (iii) any amount attached by garnishing order or other form of attachment in accordance with section 12.
- (bb) “**Offering**” has the meaning ascribed thereto in the first paragraph of this Agreement;
- (cc) “**Offering Price**” means \$0.25 per Share;
- (dd) “**Officer’s Certificate**” has the meaning ascribed thereto in section 5.1(b)(iv);
- (ee) “**Preliminary Listing Application**” means the preliminary listing application filed with the CNQ to obtain comfort that a listing of the Shares, will be obtained;
- (ff) “**Preliminary Prospectus**” means the preliminary prospectus of the Company filed with the Commissions for the Offering;
- (gg) “**Principals**” has the meaning ascribed thereto in section 4.1(n);
- (hh) “**Prospectus**” or “**Prospectuses**” means, collectively, the Preliminary Prospectus and the Final Prospectus;
- (ii) “**Purchaser**” means a person that subscribes for and purchases Shares pursuant to the Offering;
- (jj) “**Qualifying Jurisdictions**” means British Columbia, Alberta and Ontario, being those jurisdictions in which the Shares will be offered for sale pursuant to the Offering, and “**Qualifying Jurisdiction**” means any one of them;
- (kk) “**Regulatory Authorities**” means the Commissions and the CNQ;
- (ll) “**Selling Group**” has the meaning ascribed thereto in section 2.2;
- (mm) “**Share**” or “**Shares**” has the meaning ascribed thereto in the first paragraph of this Agreement;

- (nn) “**Supplementary Material**” has the meaning ascribed thereto in section 3.1(e);
- (oo) “**Time of Closing**” means 10:00 a.m. (Vancouver Time) on the Closing Date; and
- (pp) “**trade**” has the meaning ascribed thereto in the *Securities Act* (British Columbia).

1.2 In the event that the Offering is to be undertaken in only one Qualifying Jurisdiction, then the terms “**Commissions**”, “**Final Receipt**” and “**Qualifying Jurisdictions**” as they appear throughout the Agreement shall be read as if they were written in the singular form and the provisions of this Agreement relating thereto shall be interpreted in that context.

1.3 References to a particular “article”, “section”, “subsection” or other subdivision is to the particular article, section or other subdivision of this Agreement, unless otherwise specified.

1.4 The words “hereof”, “herein”, “hereunder” and similar expressions used in any clause, paragraph or section of this Agreement shall relate to the whole of this Agreement and not to that clause, paragraph or section only, unless otherwise expressly provided.

2. APPOINTMENT OF AGENT

2.1 The Company appoints the Agent as its exclusive agent in respect of the Offering, and the Agent hereby agrees to act as the exclusive Agent of the Company to use its commercially reasonable efforts to offer and sell the Shares in the Qualifying Jurisdictions to potential Purchasers resident in the Qualifying Jurisdictions.

2.2 If in the opinion of the Agent it is necessary, the Agent will form, manage and participate in a group of registered securities dealers (the “**Selling Group**”) to offer and sell the Shares as provided for hereunder. In the event that a Selling Group is formed, the Agent will manage the Selling Group to the extent customary in the securities industry in Canada and require each member of the Selling Group to conduct the Offering on the terms and conditions set forth in this Agreement. The Agent will determine the percentage fee payable to the members of the Selling Group, which fee will be paid by the Agent out of the Agent’s Fee.

2.3 The Agent understands that the Shares are not being registered under the United States *Securities Act of 1933*, as amended, and represents that it has not offered or sold and agrees that it will not offer, sell or deliver at any time, directly or indirectly, in the United States (which term, as used herein, includes its territories or possessions) or to or for the account of any person whom the Agent knows or has reason to believe is a United States national or resident thereof, any of the Shares, other than with the express prior written consent of the Company. The Agent further agrees that it will require any dealer who offers and sells any of the Shares (whether as a member of the Selling Group or otherwise) to agree to comply with this requirement.

2.4 The Agent agrees to sell the Shares only in the Qualifying Jurisdictions and in accordance with and in a manner permitted by the laws of each Qualifying Jurisdiction and to require each member of the Selling Group to agree with the Agent to sell the Shares only in the

same manner. The Agent further agrees, subject to receipt of the same from the Company, to send a copy of all amendments to the Prospectus to all persons to whom copies of the Final Prospectus are sent and further agrees to require each member of the Selling Group to agree with the Agent to distribute the same documents in the manner stipulated.

3. **FILING OF PROSPECTUS AND CONDUCT OF THE OFFERING**

3.1 The Company covenants and agrees with the Agent that it will:

- (a) as soon as possible after execution of this Agreement prepare and file a Preliminary Prospectus with the Regulatory Authorities, together with the required supporting documents;
- (b) as soon as possible after any regulatory deficiencies have been satisfied with respect to the Preliminary Prospectus on a basis acceptable to the Agent, acting reasonably, prepare and file a Final Prospectus with the Regulatory Authorities, together with the required supporting documents, and use its reasonable best efforts to obtain the Final Receipt on or before March 31, 2007 (or such other date as may be agreed to in writing by the Company and the Agent) and take all other steps and proceedings that may be necessary in order to qualify, under the Applicable Securities Laws, the distribution of the Shares to the Purchasers;
- (c) as soon as practicable after the Final Receipt has been issued, prepare and file with the CNQ a Final Listing Application, together with the required supporting documents, and use its commercially reasonable efforts to obtain, on or before April 15, 2007, the conditional listing (the “**Conditional Listing**”) of the Shares on the CNQ;
- (d) with respect to the filing of the Prospectuses as contemplated herein, fulfil all legal requirements required to be fulfilled by the Company in connection therewith, in each case in form and substance satisfactory to the Agent as evidenced by the Agent’s execution of the certificates attached thereto, and prior to the filing of each of the Prospectuses, allow the Agent to review and comment on each Prospectus and conduct all due diligence investigations into the principals, business and affairs of the Issuer which the Agent, in its sole discretion, considers necessary to enable it to execute, acting prudently and responsibly, the certificates required to be executed by the Agent in the Prospectuses;
- (e) during the period prior to the completion of the Offering, promptly notify the Agent in writing of any Material Change (actual or proposed) in the business, affairs, operations, assets or liabilities (contingent or otherwise) or capital of the Company, or of any change which is of such a nature as to result in a misrepresentation in either of the Prospectuses or any amendment thereto and the Company will, within any applicable time limitation, comply with all filing and other requirements under the Applicable Securities Laws, and with the rules of the CNQ, applicable to the Company as a result of any such change. Notwithstanding

the foregoing, the Company will not file any amendment to the Prospectuses or any other material supplementary to the Prospectuses (all such amendments and material being the “**Supplementary Material**”) without first obtaining the approval of the Agent as to the form and content thereof, which approval will not be unreasonably withheld and which will be provided on a timely basis. In addition to the foregoing, the Company will, in good faith, discuss with the Agent any change in circumstances (actual or proposed) which is of such a nature that there is or ought to be consideration given by the Company as to whether notice in writing of such change need be given to the Agent pursuant to this subparagraph;

- (f) deliver to the Agent duly executed copies of any Supplementary Material required to be filed by the Company in accordance with subparagraph (e) above and if any financial or accounting information is contained in any of the Supplementary Material, an additional Comfort Letter to that required by Section 5.1 (b) (i); and
- (g) from time to time and without charge to the Agent, deliver to the Agent as many copies of each of the Prospectuses and any amendments thereto, if any, as the Agent may reasonably request, and such delivery will constitute the Company’s consent to the Agent’s use of the documents in connection with the Offering.

3.2 The Offering is subject to subscriptions being received for not less than 1,600,000 Shares in the aggregate. All funds received by the Agent will be held in trust by the Agent until subscriptions for such number of Shares have been received. Notwithstanding any other term of this Agreement, all subscription funds received by the Agent will be returned to the Purchasers without interest or deduction if subscriptions for such number of Shares have not been received by May 31, 2007 or such later date as the Agent and the Issuer may agree.

3.3 The distribution of the Shares will remain open for a maximum of 90 days from the date of the Final Receipt.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Company represents, warrants and covenants to the Agent as follows, and acknowledges that the Agent will be relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) the Company and each of its subsidiaries is a valid and subsisting corporation duly incorporated and in good standing under the jurisdiction in which it is incorporated, continued or amalgamated and has all requisite corporate power and authority to carry on its respective businesses, as now conducted and as presently proposed to be conducted and to own its respective assets;
- (b) the Company and each of its subsidiaries is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction;

- (c) the authorized and issued share capital of the Company is, and, except as provided for herein, will be immediately prior to the Time of Closing, as set forth in the Prospectuses;
- (d) the Shares outstanding on the date hereof are validly issued and outstanding as fully paid and non-assessable common shares of the Company, and are free and clear of all voting restrictions and trade restrictions (other than such trade restrictions imposed by Applicable Securities Laws) of any kind whatsoever;
- (e) the Company is the sole beneficial and registered owner of all of the issued and outstanding shares of the subsidiaries described in the Prospectuses;
- (f) except as disclosed in the Prospectuses, there are no, nor will there be immediately prior to the Time of Closing, any options, agreements or rights of any kind whatsoever to acquire all or any securities of the Company or any of its subsidiaries;
- (g) except as disclosed in the Prospectuses, there are no, nor will there be immediately prior to the Time of Closing, any “securities” (as that term is defined in under Applicable Securities Laws) of the Company outstanding;
- (h) the Shares to be offered pursuant to the Offering have been authorized for issuance and, upon their issuance following receipt of subscription proceeds in respect thereof, the Shares sold under the Offering will be validly issued as fully paid common shares of the Company;
- (i) all of the material transactions of the Company and each of its subsidiaries have been promptly and properly recorded or filed in its respective minute books and such minute books contain all records of the meetings and proceedings of its shareholders, board of directors and committees of its board of directors, if any, since its incorporation;
- (j) the Company and each of its subsidiaries holds all licences and permits that are required for carrying on its business in the manner in which such business has been carried on and the Company and each of its subsidiaries has the corporate power and capacity to own the assets owned by it and to carry on the business carried on by it and the Company and each of its subsidiaries is duly qualified to carry on business in all jurisdictions in which it carries on business;
- (k) the Company and each of its subsidiaries has good and marketable title to its assets free and clear of all material liens, charges and encumbrances of any kind whatsoever, except as disclosed in the Prospectuses;
- (l) neither the Company nor any subsidiary has any trademarks or patents except as disclosed in the Prospectuses, such disclosure to include all material particulars in respect of their registrations and status;

- (m) the audited consolidated balance sheets of the Company as at December 31, 2006 and consolidated statements of operations and deficit and of cash flows of the Company for the period from the date of incorporation to December 31, 2006 (the “**Company’s Financial Statements**”), are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of the Company for the period then ended and the Company’s Financial Statements have been prepared in accordance with generally accepted accounting principles in Canada applied on a consistent basis;
- (n) except as disclosed in the Company’s Financial Statements or as will be disclosed in the Prospectuses:
 - (i) neither the Company nor any of its subsidiaries is indebted to any of its respective directors or officers (collectively the “**Principals**”), other than in respect of accrued but unpaid compensation;
 - (ii) none of the Principals or shareholders is indebted or under obligation to the Company or any of its subsidiaries on any account whatsoever; and
 - (iii) neither the Company nor any of its subsidiaries has guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any person, firm or corporation of any kind whatsoever;
- (o) there are no material liabilities of the Company or any of its subsidiaries, whether direct, indirect, absolute, contingent or otherwise which are not disclosed in the Prospectuses or reflected in the Company’s Financial Statements except those incurred in the ordinary course of its business since December 31, 2006;
- (p) since December 31, 2006, there has not been any adverse Material Change of any kind whatsoever in the financial position or condition of the Company or any of its subsidiaries or any damage, loss or other change of any kind whatsoever in circumstances materially affecting its business or assets or the right or capacity to carry on its business, such business having been carried on in the ordinary course;
- (q) the directors, officers and key employees of the Company and each of its subsidiaries and their compensation arrangements, whether as directors, officers or employees of, or as independent contractors or consultants to, the Company or any of its subsidiaries will, if material, be disclosed in the Prospectuses, and, except as disclosed therein, there are no pensions, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever affecting the Company or any of its subsidiaries;
- (r) all of the material contracts (the “**Material Contracts**”) of the Company and each of its subsidiaries will be disclosed in the Prospectuses, such disclosure to provide all material particulars thereof including the status of those Material Contracts;
- (s) all tax returns, reports, elections, remittances and payments of the Company and each of its subsidiaries required by law to have been filed or made, have been

filed or made (as the case may be) and are, to the best of the Company's knowledge, substantially true, complete and correct and all taxes of the Company and each of its subsidiaries required by law to have been paid, have been paid or accrued in the Company's Financial Statements;

- (t) the Company:
 - (i) has been assessed for all applicable taxes and has received all appropriate refunds;
 - (ii) has made adequate provision for taxes payable for the current period for which tax returns are not yet required to be filed;
 - (iii) is not aware of any contingent tax liability of the Company or any of its subsidiaries;
- (u) to the best of its knowledge, the Company has not:
 - (i) made any election under section 85 of the *Income Tax Act* (Canada) with respect to the acquisition or disposition of any property; or
 - (ii) acquired any property from a non-arm's length person with whom it was not dealing with at arm's length for proceeds greater than the fair market value thereof, or disposed of anything to a non-arm's length person for proceeds less than the fair market value thereof;
- (v) there are no material actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding, against or affecting the Company or any of its subsidiaries or their respective directors, officers or promoters, or to the best knowledge of the Company pending or threatened, at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever and, to the best of its knowledge, there is no basis therefor;
- (w) none of the Company, any of its subsidiaries or any of their respective directors, officers and promoters are in breach of any applicable law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;
- (x) to the best knowledge of the Company, neither the Company nor any of its subsidiaries has caused or permitted the release, in any manner whatsoever, of any pollutants, contaminants, chemicals or industrial toxic or hazardous waste or substances (collectively, "**Hazardous Substances**") on or from any of its properties or assets nor has it received any notice that it is potentially responsible for a clean-up site or corrective action under any applicable laws, statutes, ordinances, by-laws, regulations or any orders, directions or decisions rendered by any government, ministry, department or administrative regulatory agency relating to the protection of the environment, occupational health and safety or otherwise relating to dealing with Hazardous Substances;

- (y) the Company has good and sufficient right and authority to enter into this Agreement and complete its transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (z) the execution and delivery of this Agreement, the performance of its obligations under this Agreement and the completion of the transactions contemplated under this Agreement will not conflict with, or result in the breach of or the acceleration of any indebtedness under, or constitute default under, the constating documents of the Company or any of its subsidiaries or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which the Company or any of its subsidiaries is a party or by which it is bound, or any judgment or order of any kind whatsoever of any Court or administrative body of any kind whatsoever by which it is bound;
- (aa) all material and statements (except information and statements relating solely to the Agent) contained in the Prospectuses and Listing Applications, at the respective dates of initial delivery thereof, will comply with the Applicable Securities Laws and be true and correct in all material respects, and such documents, at such dates, will contain no misrepresentation and together will constitute full, true and plain disclosure of all Material Facts relating to the Company as required by the Applicable Securities Laws; and
- (bb) the Company will, prior to the Time of Closing, fulfil to the satisfaction of the Agent all legal requirements (including, without limitation, compliance with Applicable Securities Laws) to be fulfilled by the Company to enable the Shares, to be distributed free of trade restrictions in the Qualifying Jurisdictions, subject to restrictions on trades by a control person.

4.2 The representations and warranties of the Company contained in this Agreement shall be true at the Time of Closing as though they were made at the Time of Closing and they shall survive the completion of the transactions contemplated under this Agreement and remain in full force and effect thereafter for the benefit of the Agent for a period of two years from the Time of Closing.

4.3 The Agent represents, warrants and covenants to the Company, and acknowledges that the Company will be relying upon such representations, warranties and covenants in entering into this Agreement, that:

- (a) the Agent holds all registrations, licences and permits that are required for carrying on its business in the manner in which such business has been carried on and the Agent has the corporate power and capacity to carry on the business carried on by it and the Agent is duly qualified to carry on business in the Qualifying Jurisdictions;
- (b) the Agent has all requisite power and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;

- (c) the Agent is, and will remain until the completion of the Offering, appropriately registered under Applicable Securities Laws so as to permit it to lawfully fulfil its obligations hereunder;
- (d) the Agent will fulfil all legal requirements (including, without limitation, compliance with Applicable Securities Laws) to be fulfilled by it to act as the Company's agent in undertaking the Offering in the Qualifying Jurisdictions; and
- (e) the Agent will obtain representations and warranties equivalent to the representations and warranties in paragraphs 4.3(a) to (d) from all members of the Selling Group engaged by the Agent.

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

5. ADDITIONAL COVENANTS

5.1 The Company covenants and agrees with the Agent that it will:

- (a) with respect to the filing of the Listing Applications as contemplated herein, fulfil all of the requirements of the CNQ required to be fulfilled by the Company in connection therewith;
- (b) deliver to the Agent:
 - (i) prior to the execution of the Final Prospectus by the Agent, a comfort letter (the "**Comfort Letter**") of the Company's auditors addressed to the Agent, its legal counsel and to the directors of the Company and dated as of the date of the Final Prospectus, in form and content acceptable to the Agent, acting reasonably, relating to the verification of the financial information and accounting data contained in the Final Prospectus and to such other matters as the Agent may reasonably require;
 - (ii) at the time of Closing an updated Comfort Letter dated as of the Closing Date;
 - (iii) at the time of execution of the Final Prospectus and at the Time of Closing, such legal opinions (the "**Legal Opinions**") of the Company's various legal counsel, addressed to the Agent and its legal counsel and dated as of the date of execution of the Final Prospectus and the Closing Date, respectively, in form and content acceptable to the Agent, acting reasonably, relating to the Company, the Final Prospectus, the Final Listing Application, the trade and distribution of the Shares, without restriction, and to such other matters as the Agent may reasonably require;
 - (iv) at the time of execution of the Final Prospectus and at the Time of Closing, a certificate (the "**Officer's Certificate**") of the Company,

addressed to the Agent and its legal counsel and dated as of the date of execution of the Final Prospectus and the Closing Date, respectively, in form and content acceptable to the Agent, acting reasonably, relating to the content of the Final Prospectus, the Final Listing Application, and to the issuance of the Shares, without restriction, and to such other matters as the Agent may reasonably require; and

- (v) at the time of execution of the Final Prospectus and at the Time of Closing, such other materials (the “**Closing Materials**”) as the Agent may reasonably require and as are customary in a transaction of this nature, and the Closing Materials will be addressed to the Agent and to such parties as may be reasonably directed by the Agent and will be dated as of the date of execution of the Final Prospectus and the Closing Date, respectively, or such other date as the Agent may reasonably require;
- (c) from and including the date of this Agreement through to and including the Time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of the Company contained in this Agreement or any certificates or documents delivered by it pursuant to this Agreement remain materially true and correct and not do any such act or thing that would render any representation or warranty of the Company contained in this Agreement or any certificates or documents delivered by it pursuant to this Agreement materially untrue or incorrect.

5.2 The Agent covenants and agrees with the Company that it will:

- (a) upon being satisfied, acting reasonably, that each of the Prospectuses and any amendments thereto is in a form satisfactory for filing with the Commissions, execute each of the Prospectuses and any amendments thereto, as the case may be, presented to the Agent for execution, and the Agent will use its reasonable best efforts to assist the Company in obtaining the requisite approvals of the Regulatory Authorities in connection with the preparation and filing of such documents;
- (b) conduct the Offering and perform all of its obligations hereunder in accordance with Applicable Securities Laws;
- (c) use its reasonable best efforts to complete the distribution of the Shares as soon as practicable after the issuance of the Final Receipt;
- (d) prior to the Time of Closing, provide to the Company and to the CNQ a list of the Purchasers which list shall include the addresses of the Purchasers and the number of Shares purchased by each of them; and
- (e) following the Closing Date, give prompt written notice to the Company when, in the Agent’s opinion, the distribution of the Shares has been completed.

6. CONDITIONS PRECEDENT

6.1 The following are conditions to the obligations of the Agent to complete the transactions contemplated in this Agreement:

- (a) all actions required to be taken by or on behalf of the Company, including the passing of all requisite resolutions of directors and shareholders of the Company, will have been taken so as to approve the Prospectuses and Listing Applications and to validly distribute the Shares and to such other matters as the Agent may reasonably require;
- (b) the Company will have made all filings with and obtained all receipts, approvals, consents and acceptances of the Regulatory Authorities for the Prospectuses and Listing Applications necessary to permit the Company to complete its obligations hereunder;
- (c) the Shares will have been conditionally listed for trading on the CNQ;
- (d) the Company will have, within the required time, delivered the required Comfort Letters, Legal Opinions, Officer's Certificates and other Closing Materials as the Agent may reasonably require;
- (e) no order ceasing or suspending trading in any securities of the Company, or ceasing or suspending trading by the directors, officers or promoters of the Company, or any one of them, or prohibiting the trade or distribution of any of the securities referred to herein will have been issued and no proceedings for such purpose, to the knowledge of the Company, will be pending or threatened;
- (f) no adverse Material Change will have occurred in the business of the Company prior to the Closing Date;
- (g) the Company will have, at the Time of Closing, complied with all of its covenants and agreements contained in this Agreement; and
- (h) the representations and warranties of the Company contained in this Agreement will be materially true and correct as of the Time of Closing as if such representations and warranties had been made as of the Time of Closing.

7. CLOSING

7.1 The closing ("**Closing**") of the transactions contemplated under this Agreement will be completed at the offices of the Company's counsel on such date (the "**Closing Date**") as may be agreed by the Company and the Agent in consultation with the CNQ, provided such date will be on or before the earlier of the date (a) 90 days after the date of the Final Receipt and; (b) 12 months after the issue by or on behalf of the Commissions of a receipt for the Preliminary Prospectus, provided, however, that if the Company has not been able to comply with any of the covenants or conditions set out herein required to be complied with by the Closing Date or such

other date and time as may be mutually agreed to, the respective obligations of the parties will terminate without further liability or obligation except for obligations of the Company with respect to the payment of Expenses and indemnity and contribution provided for in this Agreement.

7.2 At the Closing, the Agent will deliver or cause to be delivered to the Company, one or more cheques or bank drafts made payable on the Closing Date to the Company's solicitors in a total amount equal to the Net Proceeds of the Offering, subject to any written direction given by the Company to the Agent and accepted by the Agent. The Net Proceeds will be held in escrow by the solicitors for the Company to be released to the Company on the earlier of:

- (a) the date that the solicitors for the Company have received a letter of direction from the Agent (or its legal counsel) authorizing the release of the Net Proceeds to the Company; and
- (b) the date that the Company's Shares have been listed for trading on the CNQ (the "**Full Listing**").

7.3 At the Closing, upon payment of the Net Proceeds to the Company's solicitors on the Company's behalf, the Company will deliver or cause to be delivered to the Agent, the following:

- (a) definitive Certificates as directed by the Agent;
- (b) the requisite Comfort Letters, Legal Opinions, Officers' Certificates and other Closing Materials provided for in this Agreement; and
- (c) a certificate or certificates representing the Corporate Finance Shares and the Agent's Warrants registered in the name of the Agent or in such name or names as directed by the Agent.

7.4 The Agent will hold the Certificates and the certificates representing the Agent's Warrants in escrow until the Net Proceeds of the Offering have been released to the Company.

7.5 Nothing in this Agreement shall prevent the parties from verbally agreeing to amend any of the terms or conditions of this Part 7 of the Agreement should they mutually agree to do so.

8. AGENT'S COMMISSION AND FEES

8.1 Upon Closing, the Company will pay the Agent:

- (a) a cash commission (the "**Agent's Fee**") equal to 10% of the gross proceeds realized from the Shares sold pursuant to the Offering; and

- (b) a corporate finance fee (the “**Corporate Finance Fee**”) of \$25,000 plus GST (of which \$12,500 is non-refundable).

9. AGENT’S EXPENSES

9.1 The Agent acknowledges receipt from the Company of a \$15,000 deposit which the Agent shall apply toward the expenses (the “**Expenses**”) reasonably incurred by the Agent in connection with the transactions contemplated herein including, without limitation, the reasonable fees, expenses and all applicable taxes of the Agent’s legal counsel (including expenses relating to searches conducted on behalf of the Agent). The Expenses will be paid by the Company even if the transactions contemplated herein are not completed or this Agreement is terminated, unless the failure of completion or the termination is the result of the breach of this Agreement by the Agent.

9.2 If the Agent determines in its sole judgement that particular experience or technical expertise is necessary for the Agent to carry out its obligations under this Agreement, then the Agent may engage third party experts, at the Issuer’s expense, to prepare assessment or technical reports relating to the Issuer and its business.

9.3 The Agent may, from time to time, render, or cause to be rendered, to the Company, accounts for its Expenses and the Company will pay those accounts on or before the dates set out therein.

10. INDEMNITY

10.1 The Company will protect and indemnify the Agent and each of the Agent’s directors, officers, employees, agents, partners, shareholders and solicitors (collectively the “**Indemnified Persons**”) against all losses, claims, costs, damages, liabilities, obligations or expenses (each, an “**Indemnifiable Loss**”) caused by or arising directly or indirectly by reason of:

- (a) an untrue statement (or a statement alleged to be untrue) contained in the Prospectuses, any amendments thereto, other written or oral representation made by the Company to a Purchaser or potential Purchaser in connection with the Offering or by reason of the omission to state any fact necessary to make statements not misleading (except for information and statements referring solely to the Agent);
- (b) the failure by the Company to obtain the requisite approvals, consents and acceptances of the Regulatory Authorities for the Prospectuses, Listing Applications and the Offering;
- (c) a material breach by the Company of any of the terms of this Agreement;
- (d) any representation or warranty made by the Company herein being materially untrue or ceasing, in a material way, to be true prior to the Time of Closing;

- (e) any order made by any regulatory authority that trading in or distribution of any of the Company's securities is to cease or be suspended, or that trading by the directors, officers or promoters of the Company, or any one of them, shall cease or be suspended, including an order prohibiting the trade or distribution of any of the securities referred to herein;
- (f) the failure or inability of the Company to allot, issue and deliver any or all of the Certificates in a form and denomination satisfactory to the Agent at the time and place as the Agent may reasonably require for the completion of the transactions referred to herein;
- (g) a determination made by any competent authority setting aside the trade or distribution of any of the securities referred to herein; and
- (h) the failure of the Company to file Supplementary Material as required by this Agreement.

10.2 The Company will not be responsible for any Indemnifiable Loss of any Indemnified Person which is for damages, liabilities, obligations or expenses incurred by or on behalf of the Company which are determined by a final judgment of a court of competent jurisdiction to have resulted from actions taken or not taken by such Indemnified Person dishonestly, illegally, in bad faith or through negligence or wilful misconduct, and no Indemnified Person shall have any liability (direct, indirect, in contract, in tort or otherwise) to the Company except in respect of same.

10.3 The Agent agrees to notify the Company promptly of the assertion of any claim or the commencement of any investigation or proceeding relating to the performance of the Agreement in respect of which indemnification may be sought hereunder provided that the failure by the Agent to do so shall not relieve the Company from its obligations or liabilities hereunder, except to the extent that such failure has materially and adversely affected the Company's ability to reduce the amount of the Indemnifiable Loss. The Agent shall, and shall use its reasonable efforts to cause other relevant Indemnified Parties to, co-operate with the Company in responding to any such investigation or defending any such proceeding.

10.4 Upon the assertion of any claim against or the commencement of any investigation or proceeding involving any Indemnified Person the Company may, and shall if reasonably requested by an Indemnified Person, participate in such action, investigation or proceeding and assume the defence of any proceeding in respect of which indemnification may be sought hereunder, including the employment of counsel of the Company's selection who are satisfactory to the Agent, acting reasonably, the fees and disbursements of which counsel shall be paid by the Company. Upon such assumption, the Agent shall provide such assistance and documentation relating to the investigation or proceeding as the Company may reasonably request and, except as provided below, the Company shall not be liable for the fees and disbursements of counsel retained by any Indemnified Person in connection with such investigation or proceeding. In any investigation or proceeding the defence of which the Company has assumed, any Indemnified Person shall have the right to participate and to retain its own counsel, the fees and disbursements of which shall be paid by such Indemnified Person

unless (i) the Company and the Indemnified Person have agreed in writing to the retention of such counsel; or (ii) both the Company and the Indemnified Person are subject to the investigation or are parties to the proceeding and the representation of both by the same counsel would be inappropriate due to, or could give rise to, actual or potential differing or conflicting interests between them as so advised by legal counsel.

10.5 The Company shall not be responsible for any settlement of any proceeding effected without its prior written consent, but shall indemnify each Indemnified Person from and against any Indemnifiable Loss incurred by reason of any settlement made with its consent or any final judgement in favour of the plaintiff. The Company will not, without the prior written consent of the Agent (not to be unreasonably withheld or delayed), settle, compromise or consent to any judgement or decision in any proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of each Indemnified Person from all liability arising out of such proceeding.

10.6 If for any reason (other than a determination based on dishonesty, illegality, bad faith, negligence or wilful misconduct as contemplated herein) the indemnification provided hereby is unavailable to an Indemnified Person or is insufficient to hold an Indemnified Person harmless, the Company shall contribute to the Indemnifiable Loss incurred by the Indemnified Person in a proportion appropriate to reflect not only the relative benefits received by the Company on the one hand and all Indemnified Persons on the other hand, but also the relative degrees of fault of the Company and of all Indemnified Persons and any other equitable considerations, provided that the Company shall in any event contribute to the amount paid or payable by any Indemnified Person as a result of an Indemnifiable Loss any excess of such amount over the amount of the fees actually received by the Agents and all affiliates pursuant to this Agreement.

10.7 In connection with or as a result of this Agreement, the Agent or an affiliate may also be engaged to act for the Company in one or more additional capacities, and the terms of any such additional engagement may be contained in one or more separate written agreements. This indemnity shall apply solely to this Agreement, and to any modification of the terms, thereof, which shall remain in full force and effect following the completion or termination, hereof. This indemnity shall be binding on and enure to the benefit of the Company and each Indemnified Person and the respective successors, assigns, heirs and personal representatives of each of them, and to the extent necessary or appropriate may be enforced by the Agent as trustee for any other Indemnified Person. This indemnity shall be in addition to any rights that any Indemnified Person may have at common law or otherwise.

11. TERMINATION OF AGREEMENT

11.1 In addition to any other remedies which may be available to the Agent, this Agreement and any subscriptions for Shares received by the Agent may be terminated by the Agent at any time up to the release of the Net Proceeds of the Offering from escrow to the Company in accordance with Section 7.3 in the event that:

- (a) an adverse Material Change in the affairs of the Company occurs or is announced by the Company;
- (b) there should develop, occur, or come into effect any catastrophe of local, national or international consequence or 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 Company or the ability of the Agent to perform its obligations under this Agreement or a Purchaser's decision to purchase Shares;
- (c) the Shares cannot, in the opinion of the Agent, be sold due to the state of financial markets;
- (d) any order to cease or suspend trading in the securities of the Company, including an order which would prohibit the trade or distribution of any of the securities referred to herein, or an order to cease or suspend trading by a director, officer or promoter of the Company, or any one of them, is issued by any competent regulatory authority and remains in effect for greater than 15 days;
- (e) the Company is in material breach of any term of this Agreement and fails to remedy such material breach within 10 calendar days of notice to do so from the Agent;
- (f) the Agent determines that any of the representations or warranties made by the Company in this Agreement are materially false or have become materially false;
- (g) an inquiry or investigation (whether formal or informal) in relation to the Company, or the Company's directors, officers or promoters, is commenced or threatened by an officer or official of any competent authority; or
- (h) the Final Receipt for the Final Prospectus has not been obtained on or before March 31, 2007, the Conditional Listing has not been obtained on or before April 15, 2007, or the Full Listing has not been obtained on or before 90 days following the date of the Final Receipt.

11.2 The right of the Agent to terminate this Agreement is in addition to such other remedies any of the Purchasers may have in respect of any default, misrepresentation, act or failure to act of the Company in respect of any of the transactions contemplated by this Agreement.

11.3 Termination of this Agreement pursuant to this Section 11 shall be effected by notice in writing to the Company at any time prior to the release of the Net Proceeds from escrow to the Company. Upon such notice being delivered, the Net Proceeds will be returned to the Agent by the Company (if they have been delivered to the Company or to its solicitors or to any party on its behalf) without set-off or deduction and the Agent will return the Certificates (if they have been delivered to the Agent or to any party on its behalf) to the Company. In the event that the Agent terminates this Agreement after having been paid the Agent's Fee by the Company, it will repay the Agent's Fee (but not the Expenses) to the Company forthwith.

12. GARNISHING ORDERS

12.1 If at any time, up to and including the Closing Time, the Agent receives a garnishing order or other form of attachment purporting to attach or garnish a part or all of the sale price of any of the Shares, the Agent will be free, and is hereby authorized by the Issuer, to pay the amount purportedly attached or garnished into court.

12.2 Any payment by the Agent into court contemplated in this Agreement will be deemed to have been received by the Issuer as payment by the Agent against the sale price of the Shares to the extent of the amount paid, and the issuer will be bound to issue and deliver the Shares proportionately to the amount paid by the Agent.

12.3 The Agent will not be bound to ascertain the validity of any garnishing order or attachment, or whether in fact it attaches any monies held by the Agent, and the Agent will be free to act with impunity in replying to any garnishing order or attachment.

12.4 The Issuer will release, indemnify and save harmless the Agent in respect of all damages, costs, expenses or liability arising from any acts of the Agent under this section.

13. ADDITIONAL ISSUANCES

13.1 The Issuer covenants and agrees with the Agent to not directly or indirectly issue, sell, offer, grant an option in respect of or otherwise dispose of, or agree to, or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of any additional common shares or financial instruments convertible or CNQable into common shares (other than for purposes of the grant of options or exercising existing stock options issued pursuant to the Issuer's stock option plan or pursuant to existing property agreements to which the Issuer is a party) not disclosed in the Prospectus for a period of 90 days from the Closing Date without the prior written consent of the Agent, such written consent not to be unreasonably withheld.

14. RIGHT OF FIRST REFUSAL

14.1 The Company will notify the Agent of the terms of any further equity financing that it requires or proposes to obtain during the 12 months following the date that the Shares become eligible for trading through the CNQ and the Agent will have the right of first refusal to act as the Company's agent in respect of any such financing.

14.2 The right of first refusal must be exercised by the Agent within 10 days following the receipt of the notice from the Company to the Agent containing the terms of the proposed financing, by notifying the Company that it will provide such financing on the terms set out in the notice.

14.3 The right of first refusal will not terminate if, on receipt of any notice from the Company under this section, the Agent fails to exercise the right.

14.4 The right of first refusal granted under this section will terminate if the Offering is not made by the Agent within the period provided in this Agreement.

15. GENERAL

15.1 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the parties of this section 15.1 or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

15.2 This Agreement constitutes the entire Agreement between the parties hereto in respect of the matters referred to herein and supersedes all previous negotiations, understandings and agreement between the parties and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

15.3 The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

15.4 The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing Date shall survive the Closing Date of this Agreement.

15.5 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in writing executed by the parties hereto.

15.6 Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate as the context may require.

15.7 The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing Date, reasonably require in order to carry out the full intent and meaning of this Agreement.

15.8 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.

15.9 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia.

15.10 This Agreement may be signed by the parties in as many counterparts as may be deemed necessary, each of which so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

15.11 Any notice to be given hereunder will be in writing and may be given by telecopier or by hand delivery and will, in the case of notice to the Company, be addressed and telecopied or delivered to:

Triple Dragon Resources Inc.
c/o McClusky & Dalling
810-675 W Hastings Street
Vancouver, BC V6B 1N2

Attention: Joanne McClusky
Fax: 604-684-2349

and in the case of the Agent, be addressed and telecopied or delivered to:

Union Securities Ltd.
Suite 900-700 West Georgia Street
Vancouver, BC
V7Y 1H4

Attention: Jim Locke
Fax: 604-691-2814

with a copy to:

McCullough O'Connor Irwin LLP
Solicitors
Suite 1100 - 888 Dunsmuir Street
Vancouver, B.C.
V6C 3K4

Attention: Victor O'Connor
Fax: 604-687-7099

The Company and the Agent may change their respective addresses for notice by notice given in the manner referred to above.

If the foregoing is in accordance with your understanding and agreed to by you, please signify your acceptance on the accompanying counterparts of this letter and return same to the Agent whereupon this letter as so accepted will constitute an agreement between the Company and the Agent enforceable in accordance with its terms.

Yours truly,

UNION SECURITIES LTD.

Per:



Authorized Signatory

The foregoing is accepted and agreed to on the 14th day of March, 2007, effective as of the date appearing on the first page of this Agreement.

TRIPLE DRAGON RESOURCES INC.

Per:



Authorized Signatory
Wan Chuen Fai
Chief Executive Officer, President

