AMENDED AND RESTATED AGENCY OFFERING AGREEMENT

THIS AGREEMENT dated for reference January 18, 2010, as amended and restated on August 26, 2010

BETWEEN:

DOUBLEVIEW CAPITAL CORP., of 450 – 650 West Georgia Street, Vancouver, British Columbia, V6B 4N8

(the "Issuer")

AND:

GLOBAL SECURITIES CORPORATION, of 1100 – 595 Burrard Street, Vancouver, British Columbia, V7X 1C4

(the "Agent")

WHEREAS:

A. The Issuer wishes to raise money as a capital pool company for the purposes set forth in its Prospectus, which is to be filed by the Issuer with the Regulatory Authorities, by offering for sale certain of its securities; and

B. The Issuer wishes to appoint the Agent to distribute those securities in the Qualifying Jurisdictions on a commercially reasonable efforts basis and the Agent is willing to accept the appointment on the terms and conditions of this Agreement;

THE PARTIES to this Agreement therefore agree:

1. DEFINITIONS

In this Agreement:

(a) "Acts" means the Securities Acts or equivalent securities regulatory legislation of the Qualifying Jurisdictions and "Act" means the Securities Act or equivalent securities regulatory legislation of a specified Qualifying Jurisdiction;

(b) "Additional Retainer" has the meaning set out in subsection 12.2;

(c) "Agent's Commission" means the commission payable to the Agent pursuant to subsection 3.1;

(d) "Agent's Corporate Finance Fee" means the corporate finance fee payable by the Issuer to the Agent pursuant to subsection 3.5;

(e) "Agent's Warrants" means the non-transferable warrants of the Issuer to be issued as directed by the Agent pursuant to subsection 3.2;

(f) “Agent’s Warrant Shares” means the previously unissued common shares in the capital of the Issuer, as presently constituted, to be issued upon the on exercise of the Agent’s Warrants;

(g) “Agreement in Principle” has the meaning set out in Policy 2.4;

(h) “Applicable Securities Laws” means the Acts and the respective regulations, rules, blanket rulings and orders made thereunder, together with applicable published fee schedules, prescribed forms, policy statements and other regulatory instruments of the Commissions and the rules and policies of the Exchange (and in particular, Policy 2.4);

(i) “Certificates” means the certificates representing the Shares in the names and denominations directed by the Agent;

(j) “Closing” means the closing of the purchase and sale, and the issuance by the Issuer of the Shares;

(k) “Closing Date” has the meaning set out in subsection 6.3;

(l) “Closing Time” has the meaning set out in subsection 6.4;

(m) “Commissions” means the British Columbia Securities Commission and the Alberta Securities Commission;

(n) “Common Shares” means the common shares in the capital of the Issuer;

(o) “Distribution” means the distribution or sale of the Securities pursuant to this Agreement;

(p) “Effective Date” means the date on which a receipt for the Final Prospectus is issued by the Principal Regulator by or on behalf of the Commissions;

(q) “Exchange” means the TSX Venture Exchange Inc.;

(r) “Final Prospectus” means the final prospectus, as it may be amended and restated, filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;

(s) “Initial Retainer” has the meaning set out in subsection 12.1;

(t) “Listing” has the meaning set out in subsection 6.1;

(u) “Material Change” has the meaning defined in the Applicable Securities Laws;

(v) “Material Fact” has the meaning defined in the Applicable Securities Laws;

(w) “Misrepresentation” has the meaning defined in the Applicable Securities Laws;

(x) “Passport System” means the Passport System for Prospectuses under Multilateral Instrument 11-102 *Passport System*;

(y) “Offering” means the offering of up to 6,000,000 Common Shares under the Prospectus;

(z) “Offering Day” the day chosen by the Agent to contract the purchases of Shares by the purchasers;

(aa) “Offering Price” means the price at which the Shares are offered for sale under the Prospectus, being $0.10 per Share;

(bb) “Officers’ Certificate” has the meaning set out in subsection 7.1(a);

(cc) “Policy 2.4” has the meaning set out in subsection 4.1;

(dd) “Preliminary Prospectus” means the preliminary prospectus filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;

(ee) “Principal Regulator” means the British Columbia Securities Commission;

(ff) “Proceeds” means the gross proceeds of the Offering, less;

(i) the Agent’s Commission;

(ii) balance of the Agent’s Corporate Finance Fee;

(iii) the expenses of the Agent incurred in connection with the Offering which have not been repaid by the Issuer; and

(iv) any amount attached by garnishing order or other form of attachment in accordance with section 13;

(gg) “Prospectus” means the Preliminary Prospectus and Final Prospectus, as applicable, filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering, and the qualification of the issuance of the Shares and Agent’s Warrants in the Qualifying Jurisdictions and any amendments thereto which may be filed with the Regulatory Authorities;

(hh) “Qualifying Jurisdiction” means the Provinces of British Columbia and Alberta;

(ii) “Qualifying Transaction” has the meaning set out in Policy 2.4;

(jj) “Regulatory Authorities” means the Commissions and the Exchange;

(kk) “Securities” means the Shares, the Agent’s Warrants and the Agent’s Warrant Shares;

(ll) “Shares” means the 6,000,000 Common Shares to be sold under the Offering;

(mm) “Sponsor” has the meaning set out in applicable Exchange policies; and

(nn) “Term Sheet” means the term sheet related to the Offering dated September 30, 2009 between the Agent and the Issuer.

2. APPOINTMENT OF AGENT

2.1 The Issuer appoints the Agent as its exclusive agent and the Agent accepts the appointment and agrees to act as the exclusive agent of the Issuer and to offer the Shares for sale pursuant to the Prospectus at the Offering Price on a commercially reasonable efforts basis in the Qualifying Jurisdictions and any other jurisdictions in which the Shares may be lawfully sold.

2.2 The Agent will not assign this Agreement or any of its rights under this Agreement or, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the consent of the Issuer and notice has been given to and accepted by the Regulatory Authorities.

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

3. AGENT'S COMMISSION AND FEES

3.1 In consideration of the Agent agreement to act as Agent for the Offering, the Issuer will pay the Agent a cash commission (the "Agent's Commission") equal to 10% of the gross proceeds of the sale of the Shares under the Offering, whether purchased by the Agent for its own account or for its clients or purchased by other members of the Exchange for their own accounts or for their respective clients. The Agent's Commission will be payable in cash on the Closing Date.

3.2 Notwithstanding the fact that the Agent is not obligated to purchase any Shares pursuant to the Offering and as further consideration for the Agent assisting the Issuer in connection with the Offering, the Issuer will grant to the Agent (or to members of the Agent's selling group in such amounts as the Agent directs) non-transferable warrants (the "Agent's Warrants") to purchase that number of Common Shares as is equal to 10% of the total number of Shares sold under the Offering (the "Agent's Warrant Shares"). The Agent's Warrants will be exercisable at any time up to the close of business 24 months from the date of the Listing and posting for trading of the Common Shares on the Exchange, at an exercise price of $0.10. The distribution of the Agent's Warrants will be qualified under the Prospectus in accordance with Applicable Securities Laws.

3.3 The terms governing the Agent's Warrants will be set out in the certificate representing the Agent's Warrants, the form of which will be subject to the approval of the Issuer and Agent, acting reasonably, will comply with section 6 of Policy 2.4, and will include provisions for the appropriate adjustment in the class, number and price of the Agent's Warrant Shares issuable upon exercise of the Agent's Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of such shares, payment of stock dividends or amalgamation of the Issuer.

3.4 The issue of the Agent's Warrants will not restrict or prevent the Issuer from obtaining any other financing, nor from issuing additional securities or rights during the period within which the Agent's Warrants are exercisable.

3.5 As further consideration for the Agent assisting the Issuer in connection with the Offering, the Issuer will pay to the Agent a non-refundable corporate finance fee in the amount of $18,200 (being $12,000 plus G.S.T. and $5,000 plus H.S.T.), of which $6,300 was paid by the Issuer to the Agent on execution of the Term Sheet and the balance of $11,900 to be paid at the time of Closing.

4. OFFERING TERMS

4.1 The Agent will offer the Shares for sale at the Offering Price in the Qualifying Jurisdictions on a commercially reasonable efforts basis in accordance with the Applicable Securities Laws and the policies of the Exchange, and in particular, with Exchange Corporate Finance Manual Policy 2.4 "Capital Pool Companies", as amended ("Policy 2.4").

4.2 Residents of the Qualifying Jurisdictions may subscribe for the Shares by delivering to the Agent on or prior to the Closing Date:

(a) payment of the aggregate subscription price in a manner acceptable to the Agent; and

(b) such documents, certificates and forms as may be required by the Applicable Securities Laws and the Policies of the Exchange and such questionnaires, undertakings and other material as in the opinion of the Agent, may be required, acting reasonably.

4.3 The Offering is subject to all the Shares being subscribed for under the Offering.

4.4 All funds received by the Agent for subscriptions will be held in trust by the Agent pending completion of the Offering.

4.5 Notwithstanding any other term of this Agreement, all subscription funds received by the Agent will be returned to the subscribers without interest or deduction if the Offering does not close within 90 days after the Effective Date, or such other time as may be agreed to by the Agent and the persons and companies who subscribed within that period.

4.6 Notwithstanding any other term of this Agreement, no commission will be paid to the Agent if the Offering does not close within 90 days after the Effective Date; provided, however, that the initial Corporate Finance Fee of $12,600 paid by the Issuer will be retained by the Agent notwithstanding that the Offering does not complete within 90 days of the Effective Date, of which $6,300 was paid by the Issuer to the Agent on execution of the Term Sheet and the balance of $6,300 will be paid by the Issuer within ten (10) days of receipt of request for the same by the Agent.

5. FILING OF PROSPECTUS

5.1 The Issuer will cause the Prospectus to be filed with the Regulatory Authorities, will deliver all necessary copies of the Prospectus to the Regulatory Authorities, will use its commercially reasonable efforts to have the Prospectus accepted by the Regulatory Authorities, to have the Commissions issue receipts for the Preliminary Prospectus and the Final Prospectus and will provide the Agent with copies of all such documents and any correspondence with the Exchange and the Commissions.

5.2 The Issuer will provide the Agent with as many copies of the Prospectus (and in the event of an amendment, of such amended Prospectus) as the Agent reasonably requests; and any such delivery will constitute the consent of the Issuer to the use thereof in connection with the Offering subject to the Applicable Securities Laws and the policies of the Exchange. The Agent will deliver to each purchaser a copy of the Prospectus sufficiently in advance of the Closing Date such that all withdrawal rights under the Applicable Securities Laws will have expired by the Closing Time.

5.3 Delivery of the Prospectus and any amendments will constitute a representation and warranty by the Issuer to the Agent that all information and statements (except information and statements relating solely to the Agent) contained in the Prospectus and any amendments are true and correct in all material respects at the date of the Prospectus or the amendment, as the case may be, and contain no Misrepresentations and constitute full, true and plain disclosure of all Material Facts relating to the Issuer and the Securities as at the date of the Prospectus or the amendment, as the case may be, and that no Material Fact or material information has been omitted (except facts or information relating solely to the Agent) which is required to be stated or is necessary to make statements of information not misleading in light of the circumstances under which they were made. Such delivery will also constitute the Issuer's consent to the Agent's use of the Prospectus, any amendments and any other documents supplied to the

Agent by the Issuer for the purpose of the sale of Shares in the Qualifying Jurisdictions in compliance with this Agreement and with the Applicable Securities Laws.

6. LISTING APPLICATION AND CONDUCT OF THE OFFERING

6.1 Concurrent with the filing of the Preliminary Prospectus, the Issuer will apply to the Exchange for conditional acceptance of the listing of the Common Shares and the Agent's Warrant Shares (the "Listing") as a capital pool company. Conditional approval of such application must be obtained from the Exchange prior to the Closing Date.

6.2 Following the Effective Date, the Issuer and the Agent will set a date for the closing (the "Closing Date") and the Closing Time (as hereinafter defined).

6.3 The Closing Date will be on or before the earlier of the day which is:

(a) 90 days after the Effective Date; and

(b) 12 months after the date of the issuance by or on behalf of the Commissions of a receipt for the Preliminary Prospectus.

6.4 Closing will occur at the offices of the Issuer's counsel at such time (the "Closing Time") and on the Closing Date; provided, however, that if the Issuer has not been able to comply with any of the covenants or conditions set out in this Agreement required to be complied with by the Closing Time and 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 Issuer with respect to the payment of expenses and indemnity and contribution provided for in this Agreement.

6.5 After the Offering is completed, the Issuer and the Agent will forthwith file any documents required by the Exchange necessary to permit the Shares to commence trading on the Exchange.

6.6 The Agent will advise the Issuer and its counsel in writing when the Distribution under the Prospectus is complete.

7. OPINIONS AND CERTIFICATES

7.1 Prior to the Agent executing the Agent's Certificate attached to the Final Prospectus, the Issuer will deliver the following documents to the Agent and its counsel in a form acceptable to them:

(a) a certificate of the Issuer, dated as of the date of the Final Prospectus and signed by the chief executive officer and the chief financial officer of the Issuer or by such other officer approved by the Agent, certifying certain facts relating to the Issuer and its affairs (the "Officers' Certificate"); and

(b) any other certificates, comfort letters or opinions in connection with any matter related to the Prospectus which are reasonably requested by the Agent or its counsel.

7.2 On the Closing Date, the Issuer will provide the Agent and its counsel with, among other things:

(a) the Officers' Certificate, updated to the Closing Date;

(b) an opinion of counsel for the Issuer, dated as of the Closing Date and addressed to the Agent and its counsel, relating to any legal matter in connection with the creation, issuance and sale of the Securities for which the Agent may reasonably request an opinion; and

(c) documents evidencing the necessary approval of the Regulatory Authorities for the Offering and the Listing of the Shares and the Agent's Warrant Shares on the Exchange.

7.3 The Issuer will also deliver any other certificates, comfort letters or opinions in connection with any matter related to the Offering or the Prospectus which are reasonably requested by the Agent or its counsel.

8. CONDITIONS OF CLOSING AND CLOSING

8.1 The Agent's obligations under this Agreement are conditional upon and subject to the fulfilment of the following conditions before the Closing Time, which conditions the Issuer covenants to use its commercially reasonable efforts to fulfil or cause to be fulfilled before the Closing Time:

(a) all actions required to be taken by or on behalf of the Issuer, including the passing of all requisite resolutions of directors of the Issuer, will have, to the satisfaction of the Agent's counsel, been taken so as to approve the Prospectus and to validly create and distribute the Shares, Agent's Warrants and the Agent's Warrant Shares upon due exercise;

(b) the Issuer will have, to the satisfaction of the Agent's counsel, made all necessary filings with and obtained all necessary approvals, consents and acceptances from the Commissions and the Exchange for the Prospectus and to permit the Issuer to fulfil its obligations under this Agreement;

(c) certificates, opinions and other documents contemplated by section 7 of this Agreement will have been delivered to the Agent and its counsel;

(d) the Issuer will have performed or complied with each of its covenants and obligations in this Agreement;

(e) the Shares and the Agent's Warrant Shares will have been conditionally accepted for listing on the Exchange; and

(f) each of the representations and warranties of the Issuer in this Agreement will continue to be true, and the Officers' Certificate will contain certification to that effect.

8.2 The Agent's obligations under this Agreement with respect to acting as agent for the purposes of the Offering are also conditional upon and subject to:

(a) the Issuer allowing the Agent and its representatives to conduct all due diligence which the Agent may require in connection with the Offering; and

(b) prior to the filing of the Final Prospectus, the Agent's due diligence review not revealing any material adverse information or fact which is not generally known to the public which might, as determined in the sole discretion of the Agent, adversely affect the value or market price of the Common Shares or the investment quality or marketability of the Shares.

8.3 The Issuer will, on the Closing Date, deliver the Certificates to the Agent against payment of the Proceeds. The Agent will, on the Closing Date, deliver to the Issuer a written description and reconciliation of its expenses deducted from the gross proceeds of the Offering.

8.4 If the Issuer has satisfied all of its obligations under this Agreement, the Agent will, on the Closing Date, pay the Proceeds to the Issuer against delivery of the Certificates.

8.5 As soon as reasonably practicable after the Closing Date, the Issuer will take all necessary steps to complete and file with the Exchange its application for listing with all other documentation required by the Exchange, to allow for the listing and posting for trading of the Common Shares on the Exchange.

8.6 Provided that the Exchange does not approve the Listing of the Shares, following the Closing Date, the Issuer will, at the request of the Agent, return the Proceeds to the Agent against delivery of the Certificates.

9. MATERIAL CHANGES

9.1 If, after the Prospectus is first filed with the Regulatory Authorities but before the conclusion of the Distribution, a Material Change or change in a Material Fact occurs in the affairs of the Issuer, the Issuer will:

(a) notify the Agent and its counsel immediately, in writing, with full particulars of the change;

(b) file with the Regulatory Authorities as soon as practicable, and in any event, no later than 10 days, after the change occurs, an amendment to the Prospectus in a form acceptable to the Agent disclosing the Material Change; and

(c) provide as many copies of that amendment to the Prospectus to the Agent as the Agent may reasonably request.

9.2 The Issuer will in good faith discuss with the Agent any fact or change in circumstances (actual and anticipated, contemplated or threatened, whether financial or otherwise) which is of such a nature that there is reasonable doubt as to whether notice in writing need be given to the Agent pursuant to the previous subsection.

10. TERMINATION

10.1 The Agent may terminate its obligations under this Agreement by notice in writing to the Issuer at any time before the Closing Date if, as determined in the sole discretion of the Agent:

(a) there is an event, accident, governmental law or regulation or other occurrence of any nature which, in the opinion of the Agent, seriously affects or will seriously affect the financial markets or the business of the Issuer or the ability of the Agent to perform its obligations under this Agreement or an investor’s decision to purchase the Shares;

(b) the Shares cannot, in the opinion of the Agent, be marketed due to the state of the financial markets generally or the market for the Shares in particular;

(c) following a consideration of the history, business, products, property or affairs of the Issuer or its principals and promoters, or of the state of the financial markets in general, or the state of the market for the Issuer’s securities in particular, or the possibility of investors exercising their statutory rights to withdraw from the purchase of the Shares, the Agent determines, in its sole discretion, that it is not in the interest of the purchasers to complete the Offering;

(d) the Issuer does not provide the Agent or its legal counsel with access to the Issuer's records or with documentation and/or information on a timely basis to enable the Agent to carry out its due diligence review of the Issuer and its affairs so as to market the Shares in a timely fashion;

(e) an enquiry or investigation (whether formal or informal) in relation to the Issuer, or any of the Issuer's directors, officers or promoters, is commenced or threatened by an officer or official of any competent authority; or

(f) an adverse Material Change or an adverse change in a Material Fact occurs or is likely to occur, in the business, affairs, capital or share ownership of the Issuer.

10.2 The Agent may terminate its obligations under this Agreement at any time if:

(a) any order to cease trading (including communicating with persons in order to obtain expressions of interest) in the securities of the Issuer is made by a competent regulatory authority and that order is still in effect;

(b) the Issuer is in breach of any term of this Agreement;

(c) the Agent determines that any of the representations or warranties made by the Issuer in this Agreement or any related agreement or certificate is false or has become false;

(d) the Agent is advised that the Exchange will not approve the listing of the Common Shares; or

(e) the Agent is not, in its sole discretion, satisfied with the results of its due diligence review of the Issuer.

10.3 The Agent, at its sole discretion, may terminate this Agreement in writing if the Effective Date has not occurred within 90 days of the reference date of this Agreement or by such other date as may be agreed to by the Issuer and the Agent.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 The Issuer represents and warrants to and covenants with the Agent that:

(a) the Issuer is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated;

(b) the Issuer is duly registered or licensed to carry on business or own property in each jurisdictions in which it carries on business or owns property;

(c) the Issuer has not and will not carry on any business other than the identification and evaluation of assets or businesses in connection with a potential Qualifying Transaction, until completion of a Qualifying Transaction;

(d) the Issuer has not entered into an Agreement in Principle;

(e) the Issuer is the beneficial owner of the assets referred to in the Prospectus;

(f) the Issuer currently carries on business as a capital pool company, as contemplated by the Policy, and has complied with and will continue to comply with the requirements of the Policy until it completes a Qualifying Transaction;

(g) the authorized and issued capital of the Issuer is as disclosed in the Prospectus and the issued and outstanding Common Shares of the Issuer are validly issued as fully paid and non-assessable;

(h) except as disclosed in the Prospectus, no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Issuer or any other security convertible into or exchangeable for any such shares, or to require the Issuer to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;

(i) the Issuer does not have legal or beneficial ownership of any properties, business or assets except cash, and the Issuer is not a party to any agreements pursuant to which the Issuer may acquire an interest in a property, business or asset;

(j) all of the material transactions of the Issuer have been promptly and properly recorded or filed in its books or records and its minute books or records contain all records of the meetings and proceedings of its directors, shareholders, and other committees, if any, since inception;

(k) the Prospectus will contain full, true and plain disclosure of all Material Facts relating to the Issuer, its business and its securities as at the date of the Prospectus, will contain no misrepresentations, will be accurate in all material respects and will omit no fact, the omission of which will make such representations misleading or incorrect;

(l) the Issuer will use its commercially reasonable efforts to maintain its status as a reporting issuer not in default of any Applicable Securities Laws for a period of 24 months following the Listing Date, and will use its commercially reasonable efforts to maintain its listing on the Exchange during such 24 months and to complete a Qualifying Transaction within such 24 months;

(m) there is not presently, and will not be until the Closing Time any Material Change, or any change in any Material Fact that does not constitute a Material Change, relating to the Issuer which has not been or will not be fully disclosed in the Prospectus;

(n) the financial statements of the Issuer which form part of the Prospectus have been prepared in accordance with Canadian generally accepted accounting principles, accurately reflect the financial position and all material liabilities (accrued, contingent or otherwise) of the Issuer as at the date of the financial statements and there have been no adverse material changes in the financial position of the Issuer since that date, and the business of the Issuer has been carried on in the usual and ordinary course consistent with past practice since that date, in both cases except as fully and plainly disclosed in the Prospectus;

(o) the Issuer has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Applicable Securities Laws and the *Business Corporations Act* (British Columbia), and will complete all filings required by the Issuer under the

Applicable Securities Laws and by the Exchange in connection with the Offering, the Prospectus and the Listing;

(p) the Issuer is in compliance with all applicable laws, regulations and statutes (including all environmental laws and regulations) in the jurisdictions in which it carries on business and which may materially affect the Issuer, has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business of the Issuer or the business or legal environment under which the Issuer operates;

(q) the issue and sale of the Securities by the Issuer and the Agent does not and will not conflict with, and does not and will not result in a breach of, or constitute a default under (i) any of the terms of the Issuer's constating documents or resolutions of the Issuer which are in effect as of the date hereof; (ii) any statute, rule or regulation applicable to the Issuer including, without limitation, the Applicable Securities Laws; (iii) any agreement, debt instrument, mortgage, note, indenture, instrument, lease or other document to which the Issuer is a party or by which it is bound; or (iv) any judgment, decree or order binding the Issuer or the property or assets of the Issuer;

(r) upon their issuance, the Shares and the Agent's Warrant Shares will be validly issued as fully paid and non-assessable Common Shares of the Issuer;

(s) the Issuer has no subsidiaries;

(t) the Issuer is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and no such actions, suits or proceedings are pending or have been threatened which are not disclosed in the Prospectus;

(u) there are no judgements against the Issuer which are unsatisfied, nor are there any consent decrees or injunctions to which the Issuer is subject;

(v) no order ceasing, halting or suspending trading in securities of the Issuer or prohibiting the sale of such securities has been issued to and is outstanding against the Issuer or its directors, officers or promoters or against any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened;

(w) there is not presently, and will not be until the completion of the Offering, any Material Change or change in any Material Fact relating to the Issuer which has not been or will not be fully disclosed to the Agent;

(x) the minute books of the Issuer as provided or made available to the Agent or its counsel are true and correct in all material respects and contain all the resolutions of its respective directors and shareholders;

(y) except as disclosed in the Prospectus:

    (i) the Issuer is not indebted to any of its directors or officers;

(ii) none of the directors or officers of the Issuer is indebted or under obligation to the Issuer on any account whatsoever; and

(iii) the Issuer has not 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;

(z) all tax returns, reports, elections, remittances and payments of the Issuer, if any, required by law to have been filed or made, have been filed or made and are true, complete and correct and all taxes of the Issuer have been paid or accrued and are reflected in the financial statements which form part of the Prospectus;

(aa) the Issuer:

(i) has been assessed for all applicable taxes to and including the Issuer's most recently completed fiscal year, if applicable, 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; and

(iii) is not aware of any contingent tax liability affecting the Issuer;

(bb) the Issuer does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is used in the *Income Tax Act* (Canada));

(cc) Olympia Trust Company has been duly appointed as the registrar and transfer agent of the Common Shares;

(dd) this Agreement has been duly authorized by all necessary corporate action on the part of the Issuer and the Issuer has full corporate power and authority to carry on its business as now carried on by it and to undertake the Offering;

(ee) the Issuer will reserve or set aside sufficient shares in its treasury to issue the Shares and the Agent's Warrant Shares;

(ff) the directors and the senior officers of the Issuer have or will have been provided with a copy of the Preliminary Prospectus and the Final Prospectus for their review, and the directors of the Issuer have or will have duly approved the Preliminary Prospectus and the Final Prospectus at the respective times they are filed with the Commissions and the Exchange, and will have authorized their distribution by the Agent in connection with the Offering;

(gg) other than the Agent, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder's fee in connection with the transactions described in this Agreement; and

(hh) the representations and warranties in this section are true and correct and will remain so at all times up to and including the Closing Time.

11.2 During the term of this Agreement, the Issuer will, immediately upon the proposal of such change, issuance, sale, disposition or agreement, as the case may be:

(a) notify the Agent and its counsel of any change proposed to be made in the corporate undertaking of the Issuer;

(b) notify the Agent and its counsel of any proposed issuance of a control block of securities (meaning a holding of Common Shares or other securities of the Issuer or both held by a person or combination of persons acting jointly or in concert to which are attached more than 20% of the voting rights attached to all outstanding securities of the Issuer carrying voting rights);

(c) notify the Agent and its counsel of any Agreement in Principle being reached with respect to a Qualifying Transaction;

(d) notify the Agent and its counsel of any proposed change to the constitution of the board of directors of the Issuer, or to the membership of senior management of the Issuer, including any resignations, terminations or departures of members of the Board of Directors or senior management;

(e) provide the Agent and its counsel with copies of all financial statements, press releases, promotional materials, material change reports, materials prepared in connection with the Issuer's annual general meeting and any special meetings of the shareholders, annual reports, and financial statements prepared by or for the Issuer forthwith upon preparation or receipt of these materials; and

(f) notify the Agent and its counsel of any circumstances where the Issuer does not expect to comply with a filing deadline imposed by regulatory authorities, such notification to be provided at least 10 business days before the deadline.

11.3 The Agent represents, warrants and covenants to and with the Issuer that to the best of its knowledge:

(a) it is a valid and subsisting corporation duly incorporated, continued or amalgamated and in good standing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated;

(b) it is duly registered under Applicable Securities Laws to sell the Shares in the Qualifying Jurisdictions;

(c) it will use its commercially reasonable efforts to solicit and obtain subscriptions for the Shares in the Qualifying Jurisdictions in such a manner so as to enable the Issuer to comply with the requirements of subsection 3.2 "Listing Requirements" of Policy 2.4;

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

(e) it will deliver to each purchaser of Shares under the Offering a copy of the Final Prospectus;

(f) it will not solicit subscriptions for the Shares except in compliance with the Applicable Securities Laws, policies of the Exchange and the terms and conditions set forth in the Prospectus and this Agreement;

(g) it will provide all such notices and documents as may be required in connection with the Offering, including those required for the Prospectus in accordance with Policy 2.4 and Applicable Securities Laws governing capital pool company offerings, as amended from time to time;

(h) it has complied with and will comply with the requirements of the Applicable Securities Laws and policies of the Exchange in relation to all matters relating to the Offering; and

(i) this Agreement has been authorized by all necessary corporate action on the part of the Agent and is a valid and binding obligation of the Agent enforceable in accordance with its terms.

12. EXPENSES OF AGENT

12.1 The Issuer will pay all of the expenses in connection with the Offering, the Prospectus and the Listing and all the expenses incurred by the Agent in connection with the Offering, the Prospectus and its services provided under this Agreement, whether or not it is completed, including, without limitation, marketing costs, the fees and expenses of the solicitors for the Agent, the fees and expenses of any experts or third parties engaged by the Agent, expenses incurred in conducting background checks on the existing or proposed directors, officers and promoters of the Issuer, long distance telephone, courier, photocopying, fax and similar expenses. The Agent acknowledges receipt of $10,000 as a retainer (the "Initial Retainer") for the payment of such expenses incurred by the Agent, which retainer is in addition to the $18,200 (being $12,000 plus G.S.T. and $5,000 plus H.S.T.), of which $6,300 has been paid pursuant to subsection 3.5.

12.2 At the Agent's request, in its sole discretion, the Issuer will also provide a further retainer (the "Additional Retainer") of $5,000 (plus H.S.T.) upon the execution of this Agreement for the payment of expenses.

12.3 The Issuer will pay the expenses referred to in the previous subsection even if the Prospectus or this Agreement are not accepted by the Regulatory Authorities or the transactions contemplated by this Agreement are not completed or this Agreement is terminated, unless the failure of acceptance or completion or the termination is the result of a breach of this Agreement by the Agent.

12.4 The Agent may, from time to time, render accounts for its expenses to the Issuer for payment on or before the dates set out in the accounts.

12.5 The Issuer authorizes the Agent to deduct its expenses in connection with the Offering from the proceeds of the Offering and any advance payments made by the Issuer, including expenses for which an account has not yet been rendered to the Issuer.

12.6 Any accounts or receipts submitted to the Issuer by the Agent for reimbursement will be paid by the Issuer within thirty (30) days of receipt.

13. GARNISHING ORDERS

13.1 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 or exercise price of any of the Securities, the Agent will be free, and is authorized by the Issuer, to pay the amount purportedly attached or garnished into court.

13.2 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.

13.3 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.

13.4 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.

14. INDEMNITY AND CONTRIBUTION

14.1 The Issuer will indemnify the Agent and each of the Agent's agents, directors, officers and employees (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") and save them harmless against all losses, claims, damages or liabilities:

(a) in any way caused by, or arising directly or indirectly from, or in consequence of, any untrue statement contained in the Prospectus or any omission to state in the Prospectus any fact necessary to make any statement in the Prospectus not misleading (except for information and statements supplied by and referring solely to the Agent);

(b) arising directly or indirectly out of any order made by any regulatory authority based upon an allegation that any such untrue statement or omission exists (except for information and statements supplied by and referring solely to the Agent) including, without limitation, an order that trading in or distribution of the Securities is to cease;

(c) resulting from the failure of the Issuer to file an amendment to the Prospectus as required by this Agreement;

(d) resulting from any representation or warranty made by the Issuer in this Agreement being untrue in any material respect or ceasing to be true in any material respect;

(e) resulting from a breach by the Issuer of any term of this Agreement;

(f) if the Issuer fails to issue and deliver the certificates representing the Securities in the form and denominations satisfactory to the Agent at the time and place required by the Agent with the result that any completion of a distribution of the Securities does not take place; or

(g) if, following the completion of a distribution of any of the Securities, a determination is made by any competent authority setting aside the sale unless that determination arises out of an act or omission by the Agent.

14.2 If any action or claim is brought against an Indemnified Party in respect of which indemnity may be sought from the Issuer pursuant to this Agreement, the Indemnified Party will promptly notify the Issuer in writing.

14.3 The Issuer will assume the defence of the action or claim, including the retention of counsel and the payment of all expenses.

14.4 The Indemnified Party will have the right to retain separate counsel, and the Issuer will pay the fees, expenses and disbursements of such counsel.

14.5 Neither the Issuer nor the Indemnified Party may effect a settlement of any action or claim without the written consent of the other party, which will not be unreasonably withheld.

14.6 The indemnity provided for in this section will not be limited or otherwise affected by any other indemnity obtained by any Indemnified Party from any other person in respect of any matters specified in this Agreement and will continue in full force and effect until all possible liability of the Indemnified Parties arising out of the transactions contemplated by this Agreement has been extinguished by the operation of law.

14.7 The indemnity provided for in this section will not apply to the extent that a court of competent jurisdiction in a final judgment (not subject to further appeal) determines that the losses, claims, damages, or liability to which the Indemnified Party is or may be subject were caused by the negligence or wilful misconduct of the Indemnified Party.

14.8 If indemnification under this Agreement is found in a final judgment (not subject to further appeal) by a court of competent jurisdiction not to be available for any reason, the Issuer and each Indemnified Party will contribute to the losses, claims, damages, liabilities or expenses (or actions in respect thereof) for which such indemnification is held unavailable in such proportion as is appropriate to reflect the relative benefits to and fault of the Issuer, on the one hand, and each respective Indemnified Party on the other hand, in connection with the matter giving rise to such losses, claims, damages, liabilities or expenses (or actions in respect thereof). No person found liable for a fraudulent misrepresentation (within the meaning of Applicable Securities Laws) will be entitled to contribution from any person who is not found liable for such fraudulent misrepresentation.

14.9 To the extent that any Indemnified Party is not a party to this Agreement, the Agent will obtain and hold the right and benefit of this section in trust for and on behalf of such Indemnified Party.

15. RIGHTS OF FIRST OPTION

15.1 The Issuer will notify the Agent (the "Financing Notice") of the terms of any further financing, public or private, that it requires or proposes to obtain during the term of this Agreement and until that day (the "ROFO Termination Date") which is 12 months following the Closing Date and the Agent will have the right of first option to provide any such financing as agent or underwriter (the "Financing ROFR").

15.2 The Financing ROFO must be exercised by the Agent within 10 days following the receipt of the notice by notifying the Issuer that it will provide such financing on the terms set out in the Financing Notice. If the Agent fails to give notice within the 10 days that it will provide such financing upon the terms set out in the Financing Notice, the Issuer will then be free to make other arrangements to obtain financing from another source on the same terms or on terms no less favourable to the Issuer, subject to obtaining the acceptance of the Regulatory Authorities. The Financing ROFO will not terminate if, on receipt of any notice from the Issuer under this section, the Agent fails to exercise the right.

15.3 The Issuer will notify the Agent (the "Q.T. Notice") of any Agreement in Principle which is reached with respect to a Qualifying Transaction during the term of this Agreement and before the ROFO Termination Date, and the Agent will have the right of first option to act as the Issuer's Sponsor with respect to the Qualifying Transaction if a sponsor is required by the Exchange (the "Sponsorship ROFO"). In addition to the Q.T. Notice, the Issuer will provide the Agent with:

(a) copies of the most recent audited financial statements and unaudited financial statements of the Issuer and the appropriate financial information for all significant assets (as that term is defined in Policy 2.4) the Issuer proposes to purchase in the Qualifying Transaction (the "Target"), prepared as of a date satisfactory to the Agent acting reasonably;

(b) a copy of the Target's business plan; and

(c) copies of all such other information concerning the business of the Target as the Agent may reasonably request;

(collectively, the "Q.T. Reports") in order that the Agent may undertake an investigation of the business of the Target.

15.4 The Sponsorship ROFO must be exercised by the Agent within 10 days following the receipt of the later of the Q.T. Notice and the Q.T. Reports by notifying the Issuer that it will provide sponsorship on terms to be mutually agreed upon by the parties. If the Agent fails to give notice within 10 days, the Agent will be deemed to have elected not to exercise the Sponsorship ROFO. The Sponsorship ROFO will immediately terminate upon the Agent's election not to exercise, or its failure to elect to exercise, the Sponsorship ROFO in respect to any Q.T. Notice.

16. NOTICE

Any notice or other communication to be given under this Agreement will be addressed and delivered to:

(a) in the case of the Issuer:

Doubleview Capital Corp.
Suite 450 – 650 West Georgia Street
Vancouver, British Columbia V6B 4N8
(Fax No.: 604-683-6564)

Attention: Neil MacDonald

with a copy to:

Northwest Law Group
950 – 650 West Georgia Street
Vancouver, British Columbia V6B 4N8
(Fax No.: 604-687-6650)

Attention: Charles Hethey

and in the case of the Agent:

Global Securities Corporation
1100 – 595 Burrard Street
Vancouver, British Columbia V7X 1C4
(Fax No.: 604-443-0837)

Attention: Adam Garvin

with a copy to:

Clark Wilson LLP
800 – 885 West Georgia Street
Vancouver, British Columbia, V6C 3H1
(Fax: 604-687-6314)

Attention: Bernard Pinsky

and if so given, will be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or one hour after being sent by facsimile and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the other in the manner provided for above of any change of address or facsimile number.

17. TIME

Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

18. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, covenants and indemnities of the parties contained in this Agreement will survive the closing of the purchase and sale of the Shares or termination of this Agreement.

19. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the courts of such province will have jurisdiction over any dispute arising under this Agreement.

20. LANGUAGE

Wherever a singular or masculine expression is used in this Agreement, that expression is deemed to include the plural, feminine or the body corporate where required by the context.

21. ENUREMENT

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

22. HEADINGS

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

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and supersedes any other previous agreement between the parties with respect to the Offering and there are no other terms, conditions, representations or warranties whether express, implied, oral or written by the Issuer or the Agent.

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24. COUNTERPARTS

This Agreement may be executed in two or more counterparts and delivered by electronic transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above and executed electronic copies will be deemed for all purposes under this Agreement to be valid executed copies of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

DOUBLEVIEW CAPITAL CORP.

Farshad Shirvani
Director

GLOBAL SECURITIES CORPORATION

Douglas R. Garrod
President

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