

MINERAL OPTION AGREEMENT – SCOTCH CREEK PROPERTY

Dated effective February 23, 2010

AMONG

JOSEPH TEXAS LAWERENCE

BRUCE MACK SQUINAS

AND

BARRY HARTLEY

TABLE OF CONTENTS

PART 1 DEFINITIONS AND INTERPRETATION 2
PART 2 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONOR..... 4
PART 3 REPRESENTATIONS AND WARRANTIES OF THE OPTIONEE..... 5
PART 4 GRANT OF OPTION 6
PART 5 EXERCISE OF OPTION..... 7
PART 6 RIGHT OF ENTRY..... 7
PART 7 PROPERTY CONVEYANCE DOCUMENTS 7
PART 8 OBLIGATIONS OF THE OPTIONEE DURING OPTION PERIOD 8
PART 9 OBLIGATION OF THE OPTIONORS DURING OPTION PERIOD 9
PART 10 TERMINATION OF OPTION..... 9
PART 11 SURRENDER OF PROPERTY INTERESTS BEFORE TERMINATION OF AGREEMENT 9
PART 12 CONFIDENTIAL INFORMATION 10
PART 13 ARBITRATION 10
PART 14 DEFAULT AND TERMINATION 11
PART 15 ASSIGNMENT..... 11
PART 16 NOTICES 12
PART 17 GENERAL..... 13

SCHEDULE 'A' MINERAL CLAIMS COMPRISING THE PROPERTY AFTER TEXT

MINERAL OPTION AGREEMENT – SCOTCH CREEK PROPERTY

THIS AGREEMENT is dated effective February 23, 2010.

AMONG:

JOSEPH TEXS LAWRENCE, prospector, with an address for mailing at 1315 Stanley Parke Drive, P.O. Box 753, Cache Creek, British Columbia, V0K 1H0

(“**Lawrence**”)

AND:

BRUCE MACK SQUINAS, prospector, with an address for mailing at 1438 9th Avenue, Williams Lake, British Columbia, V2G 2K4

(“**Squinas**” and collectively with Lawrence, the “**Optionors**”)

AND:

BARRY STEPHEN HARTLEY, businessman, with an address for mailing at 1021 Kilmer Road, North Vancouver, British Columbia, V7K 1P9

(“**Hartley**”)

(the “**Optionee**”)

WHEREAS:

- (A) The Optionors are the registered and beneficial owners of certain mineral claims licenses, claims, concessions or reservations (for convenience herein collectively called the “**mineral claims**”) located in the province of British Columbia known as the “Scotch Creek” group of mineral claims, the specific description of such mineral claims is attached hereto as Schedule A (collectively, the “**Property**”); and
- (B) The Optionors have agreed to grant an exclusive option to the Optionee to acquire a 100% undivided interest in and to the Property, on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties covenant and agree as follows:

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

For the purposes of this Agreement, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

- (a) “**Act**” has the meaning set forth in §13.4
- (b) “**Agreement**” means this Mineral Option Agreement and the Schedules hereto;
- (c) “**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- (d) “**Effective Date**” means the date of this Agreement;
- (e) “**Mineral claims**” has the meaning set forth in Recital (A) hereto;
- (f) “**Option**” means the exclusive right herein granted by the Optionors to the Optionee to permit the Optionee to acquire a 100% undivided right, title and interest in the Property;
- (g) “**Optionee**” has the meaning set forth on page one hereof;
- (h) “**Optionors**” has the meaning set forth on page one hereof;
- (i) “**Option Period**” means the period from the date hereof to and including the date of exercise or termination of the Option;
- (j) “**Parties**” means the Optionors and the Optionee together and “**party**” means either the Optionors or the Optionee, as the context dictates;
- (k) “**Person**” means an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or a trustee, executor, administrator or other legal representative;
- (l) “**Property**” has the meaning set forth in Recital (A) and for further clarity means the mineral claims described in Schedule A, and all mining leases and other mining rights and interests derived from any such claims, and a reference herein to a mineral claim comprised in the Property includes any mineral leases or other interests into which such mineral claim may have converted and Property includes all Property Rights;
- (m) “**Property Rights**” means all licenses, permits, easements, rights-of-way, certificates and other approvals obtained by any person before or after the date of this Agreement and necessary or desirable for the exploration and development of the Property, or for the purpose of mineral production therefrom;

(n) "Schedule A" means the document attached hereto listing the Mineral Claims comprising the Property;

Interpretation

1.2 For the purposes of this Agreement, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, sub-clause or other subdivision or Schedule;

(b) a reference to a Part means a Part of this Agreement and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Agreement so designated;

(c) the headings are for convenience only, do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;

(d) the word "**including**", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "without limitation" or "but not limited to" or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) where the phrase "**to the knowledge of**" or phrases of similar import are used in respect of the parties, it will be a requirement that the party in respect of who the phrase is used will have made such due inquiries as is reasonably necessary to enable such party to make the statement or disclosure;

(f) a reference to currency means Canadian currency; and

(g) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

Consideration

1.3 The parties acknowledge that this Agreement is entered into for good and fair consideration and, to this end, will pay to each other the sum of \$10 as recognition of that consideration, which is deemed to be paid and received.

PART 2

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONORS

Representations and Warranties

2.1 The Optionors hereby represent and warrant to the Optionee that: they are legally entitled to hold the Property and the Property Rights and will remain so entitled until the interest of the Optionors in the Property which is subject to the Option has been duly transferred to the Optionee as contemplated hereby;

- (a) they are, and at the time of each transfer to the Optionee of an interest in the mineral claims comprising the Property pursuant to the exercise of the Option they will be, the recorded and beneficial owners of all of the mineral claims comprising the Property free and clear of all liens, charges and claims of others, except as noted on Schedule A, and no taxes or rentals are or will be due in respect of any of the mineral claims;
- (b) the mineral claims comprising the Property have been duly and validly located and recorded pursuant to the laws of the jurisdiction in which the Property is situate and, except as specified in Schedule A and accepted by the Optionee in writing, are in good standing with respect to all filings, fees, taxes, assessments, work commitments or other conditions on the date hereof and until the dates set opposite the respective names thereof in Schedule A;
- (c) there are not any adverse claims or challenges against or to the ownership of or title to any of the mineral claims comprising the Property, nor to the knowledge of the Optionors is there any basis therefore, and there are no outstanding agreements or options to acquire or to purchase the Property or any portion thereof, and no person has any royalty or other interest whatsoever in production from any of the mineral claims comprising the Property other than as set out in Schedule A;
- (d) no proceedings are pending for, and the Optionors are unaware of any basis for the institution of any proceedings leading to the placing of the Optionors, or any one of the Optionors, in bankruptcy or subject to any other laws governing the affairs of insolvent persons;
- (e) no third party consent of any kind is required by the Optionors to enter into this Agreement and grant the Option contemplated hereby;
- (f) the Optionors are not aware of any facts relating to any of the Property which, if known to the Optionee, could reasonably be expected to cause the Optionee to decide not to enter into this Agreement or not to proceed to exercise the Option; and
- (g) the Optionors are not collectively or individually a non-resident of Canada for the purposes of §116 of the *Income Tax Act* (Canada).

2.2 The representations and warranties contained in §2.1 are provided for the exclusive benefit of the Optionee, and any misrepresentation or breach of warranty may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other misrepresentation or breach of the same or any other representation or warranty; and the representations and warranties contained in §2.1 will survive the execution hereof and continue through the Option Period and for two years thereafter.

Covenants

2.3 The Optionors hereby covenant and agree with the Optionee that on execution hereof, the Optionors will deliver or cause to be delivered to the Optionee copies of all available maps and other documents and data in the Optionors' possession respecting the Property.

2.4 The covenants and agreements contained in §2.1 are provided for the exclusive benefit of the Optionee, and any breach may be waived by the Optionee in whole or in part at any time without prejudice to their rights in respect of any other breach of the same; and the covenants and agreements contained in §2.1 survive the execution hereof and continue through the Option Period and for two years thereafter.

PART 3

REPRESENTATIONS AND WARRANTIES OF THE OPTIONEE

Representations and Warranties

3.1 The Optionee represents and warrants to the Optionors that:

- (a) he may lawfully hold mineral claims and real property under the laws of the jurisdiction in which the Property is situate;
- (b) he is not an undischarged bankrupt nor is he the subject of any proceedings for insolvency;
- (c) he is a resident of Canada for the purposes of §116 of the *Income Tax Act* (Canada);
- (d) neither the execution and delivery of this Agreement by the Optionee nor the performance by the Optionee of his obligations hereunder conflicts with any other agreement to which he is bound;
- (e) each of this Agreement and any other agreement or instrument to be executed and delivered by the Optionee hereunder constitutes a legal, valid and binding obligation of the Optionee enforceable against him in accordance with its terms;

3.2 The representations and warranties contained in §3.1 are provided for the exclusive benefit of the Optionors and a misrepresentation or breach of warranty may be waived by the Optionors in whole or in part at any time without prejudice to its rights in respect of any other misrepresentation or breach of the same or any other representation or warranty; and the representations and warranties contained in §3.1 will survive the execution hereof and continue through the Option Period.

PART 4

GRANT OF OPTION

Grant of Option

4.1 The Optionors hereby grant to the Optionee the sole and exclusive right and option, subject to the terms of this Agreement, to earn a 100% undivided interest in the Property free and clear of all liens, charges and encumbrances, by paying to the Optionors a total of \$12,000 as follows:

- (1) \$6,000 as a deposit, such funds, have been paid to the Optionors in full,
- (2) \$342 to be delivered to J.T. Lawrence for the purpose of paying filing fees to apply 6 months assessment credit to the Property on or before May 20, 2010,
- (3) \$6,000 on or before May 31, 2010

4.2 For purposes of clarity, the Optionors agree that the consideration paid by the Optionee to the Optionors in §4.1 will be paid by the Optionee to the respective Optionors in the following manner:

Aggregate Consideration in Cash	Pro Rata Portion of the Consideration to Lawrence	Pro Rata Portion of the Consideration to Squinas
\$6,000 (Deposit)	\$3,000	\$3,000
\$342 (on or before May 20, 2010)	\$342	
\$6,000 (on or before May 31, 2010)	\$3,000	\$3,000

PART 5

EXERCISE OF OPTION

5.1 The Optionee may in his sole discretion at any time accelerate the consideration described in §4.1 to exercise the Option and thereby earlier acquire its interest in the Property.

5.2 If the Optionee makes the payments as described in §4.1, he will, without any further act or payment, have and be deemed for all purposes to have exercised the Option. If the Optionee does not fulfill all the terms and conditions described in §4.1, the Optionee will have earned no interest in the Property.

5.3 If and when the Option has been exercised, a 100% undivided right, title and interest to the Property will thereupon vest in the Optionee free and clear of all liens, charges, encumbrances and claims.

PART 6

RIGHT OF ENTRY

6.1 Throughout the Option Period, the Optionee and his servants, agents and independent contractors, will have the sole and exclusive right in respect of the Property to:

enter thereon;

(a) have exclusive and quiet possession thereof;

do such prospecting, exploration, and development work thereon and thereunder as the Optionee may determine to be necessary, desirable or advisable;

(b) bring upon and erect upon the Property and use in its operations, at any time and from time to time, such buildings, plant, machinery, equipment, vehicles, tools, appliances and supplies as the Optionee may deem necessary, desirable or advisable; and

(c) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purposes of sampling, obtaining assays or making other tests.

PART 7

PROPERTY CONVEYANCE DOCUMENTS

7.1 The Optionors, will immediately after the exercise of the Option by the Optionee, deliver to the Optionee, or such persons as the Optionee direct, duly executed transfers of the Property in the form required under the laws of the Province of British Columbia to transfer the interest in the Property acquired by the Optionee.

PART 8

OBLIGATIONS OF THE OPTIONEE DURING OPTION PERIOD

- 8.1 During the Option Period, unless otherwise agreed between the parties in writing, the Optionee will:
- (a) maintain in good standing those mineral claims comprised in the Property by the payment of fees, taxes and rentals and the performance of all other actions and in order to keep such mineral claims free and clear of all liens and other charges arising from the Optionee's activities thereon except those at the time contested in good faith by the Optionee;
 - (b) record all exploration work carried out on the Property by the Optionee as assessment work;
 - (c) permit the Optionors, their employees and designated consultants, at their own risk, access to the Property at all reasonable times, and providing the Optionors agree to indemnify the Optionee against and to save the Optionee harmless from all costs, claims, liabilities and expenses that the Optionee may incur or suffer as a result of any injury (including injury causing death) to any Optionor, employee or designated consultant of the Optionors while on the Property;
 - (d) do all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any governmental authority;
 - (e) indemnify and save harmless the Optionors harmless in respect of any and all costs, claims, liabilities and expenses arising out of the Optionee's activities on the Property, but the Optionee will incur no obligation hereunder in respect of claims arising or damages suffered after termination of the Option if upon termination of the Option any workings on or improvements to the Property made by the Optionee are left in a safe condition; and
 - (f) deliver to the Optionors, within 60 days upon receipt thereof, copies of all reports, maps, assay results and other technical data compiled by or prepared at the direction of the Optionee with respect to the Property.

PART 9

OBLIGATION OF THE OPTIONORS DURING OPTION PERIOD

9.1 During the Option Period, unless otherwise agreed between the parties in writing, the Optionors will maintain in good standing those mineral claims comprised in the Property by filing for at least 6 months of assessment credit, work that has been done on the Property, said filing shall occur on or before May 22, 2010.

PART 10

TERMINATION OF OPTION

10.1 If the Option is terminated otherwise than upon the exercise thereof pursuant to Part 5, the Optionee will deliver at no cost to the Optionors within 90 days of such termination, copies of all reports, maps, assay results and other relevant technical data in the possession of the Optionee with respect to the Property and not theretofore furnished to the Optionors.

10.2 Notwithstanding the termination of the Option, the Optionee will have the right, within a period of 180 days following the end of the Option Period, to remove from the Property all buildings, plan, equipment, machinery, tools, appliances and supplies which have been brought upon the Property by or on behalf of the Optionee, and any such property not removed within 180-day period will thereafter become the property of the Optionors.

PART 11

SURRENDER OF PROPERTY INTERESTS BEFORE TERMINATION OF AGREEMENT

Surrender of Property

11.1 The Optionee may at any time during the Option Period elect to abandon any one or more of the mineral claims comprised in the Property by giving notice to the Optionors of such intention. Upon any such abandonment, the mineral claims so abandoned will for all purposes of this Agreement cease to form part of the Property and, if title to such claims has been transferred to the Optionee, the Optionee will re-transfer such title to the Optionors at the Optionee's expense.

PART 12

CONFIDENTIAL INFORMATION

12.1 No information furnished by the Optionee to the Optionors hereunder in respect of the activities carried out on the Property by the Optionee, will be published by the Optionors without the written consent of the Optionee, but such consent in respect of the reporting of factual data will not be unreasonably withheld, and will not be withheld in respect of information required to be publicly disclosed pursuant to applicable securities or corporate laws. This provision will terminate three years after the termination of the Option.

PART 13

ARBITRATION

13.1 All questions or matters in dispute with respect to the interpretation of this Agreement will, insofar as lawfully possible, will be submitted to arbitration pursuant to the terms hereof using "final offer" arbitration procedures.

13.2 It will be a condition precedent to the right of any party to submit any matter to arbitration pursuant to the provisions hereof, that any party intending to refer any matter to arbitration will have given not less than 10 days' prior notice of its intention so to do to the other party together with particulars of the matter in dispute.

13.3 On the expiration of such 10 days, the party who gave such notice may proceed to commence procedure in furtherance of arbitration as provided in this §13.2.

13.4 The party desiring arbitration will appoint one arbitrator, and will notify the other party of such appointment, and the other party will, within 15 days after receiving such notice, either consent to the appointment of such arbitrator which will then carry out the arbitration or appoint an arbitrator, and the two arbitrators so named, before proceeding to act, will, within 30 days of the appointment of the last appointed arbitrator, unanimously agree on the appointment of a third arbitrator to act with them and be chairman of the arbitration herein provided for. If the other party will fail to appoint an arbitrator within 15 days after receiving notice of the appointment of the first arbitrator, the first arbitrator will be the only arbitrator. If the two arbitrators appointed by the parties will be unable to agree on the appointment of the chairman, the chairman will be appointed under the provisions of the *Commercial Arbitration Act* (British Columbia) (the "Act"). Except as specifically otherwise provided in this section, the arbitration herein provided for will be conducted in accordance with the Act. The chairman, or in the case where only one arbitrator is appointed, the single arbitrator, will fix a time and place in Vancouver, British Columbia for the purpose of hearing the evidence and representations of the parties, and will preside over the arbitration and determine all questions of procedure not provided for under the Act or this §13.4. After hearing any evidence and representations that the parties may submit, the single arbitrator, or the arbitrators, as the case may be, will make an award and reduce the same to writing, and deliver one copy thereof to each of the parties. The expense of the arbitration will be paid as specified in the award.

13.5 The parties agree that the award of a majority of the arbitrators, or in the case of a single arbitrator, of such arbitrator, will be final and binding on each of them.

PART 14

DEFAULT AND TERMINATION

14.1 If at any time during the Option Period either party fails to perform any obligation hereunder or any representation or warranty given by it proves to be untrue, then the other party may terminate this Agreement (without prejudice to any other rights it may have) providing:

- (a) it first gives to the party allegedly in default a notice of default containing particulars of the obligation which such has not performed, or the warranty breached,
- (b) the other party does not dispute the default, then if it is reasonably possible to cure the default without irreparable harm to the non-defaulting party, the defaulting party does not, within 30 days after delivery of such notice of default, cure such default by appropriate payment or commence to correct such default and diligently prosecute the matter until it is corrected, and
- (c) if the defaulting party fails to comply with the provisions of this §14.1, the other party may thereafter terminate this Agreement, and the provisions of Part 9 will then be applicable.

14.2 The Optionee may at any time terminate this Option by giving notice of termination to the Optionors and will thereupon be relieved of any further obligations in connection herewith but will remain liable for obligations which have accrued to the date of notice.

PART 15

ASSIGNMENT

Assignment During the Option Period

15.1 The Optionee may assign all or part of its obligations under this Agreement during the Option Period to a third party with the consent of the Optionors, such consent not to be reasonably withheld, providing also that the such assignee delivers to the Optionors its undertaking relating to this Agreement and to the Property containing the following:

- (a) a covenant to perform all the obligations of the Optionee to be performed under this Agreement to the same extent as if this Agreement had been originally executed by the Optionee; and

(b) a provision subjecting any further sale, transfer or other disposition of such interest in the Property and this Agreement or any portion thereof to the provisions of this Part 14.

Optionee's Obligations after Assignment

15.2 No assignment by the Optionee of any interest less than its entire interest in this Agreement and in the Property will, as between the Optionee and the Optionors, discharge the Optionee from any of his obligations hereunder, but upon the transfer by the Optionee of the entire interest at the time held by it in this Agreement, whether to one or more transferees and whether in one or in a number of successive transfers, the Optionee will be deemed to be discharged from all obligations hereunder save and except for the fulfillment of contractual commitments accrued due prior to the date on which the Optionee will have no further interest in this Agreement.

PART 16

NOTICES

16.1 Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a party will be in writing and will be delivered by hand to the party to which the notice is to be given at the following address or to such other address or facsimile number as will be specified by a party by like notice. Any notice, consent, waiver, direction or other communication aforesaid will, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by facsimile be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 4:00 p.m. (Vancouver time) at the point of delivery in which case it will be deemed to have been given and received on the next Business Day.

16.2 The address for service of each of the parties will be as follows:

(a) to the Optionors:

Joseph Texas Lawrence and Bruce Mack Squinas
1315 Stanley Parke Drive
P.O. Box 753
Cache Creek, BC V0K 1H0

(b) to the Optionee

Barry Stephen Hartley
1021 Kilmer Road
North Vancouver, BC V7K 1P9

16.3 Any party may at any time and from time to time notify the other parties in writing of a change of address and the new address to which notice will be given to it thereafter until further change.

PART 17

GENERAL

17.1 The parties acknowledge that they have participated in settling the terms of this Agreement, and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties will not be applicable to the interpretation of this Agreement.

17.2 The Optionors acknowledge and agree that they had an opportunity to obtain independent legal advice before executing this Agreement and the Optionors have either obtained such advice or have waived their right to obtain such advice. The Optionors further acknowledge and agree that the Optionee's legal counsel did not provide legal advice to the Optionors.

17.3 No consent or waiver expressed or implied by any party in respect of any breach or default by any other party in the performance of such other of its obligations hereunder will be deemed or construed to be a consent to or a waiver of any other breach or default.

17.4 The parties will promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interests from time to time of the parties in the Property.

17.5 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns, subject to the conditions hereof.

17.6 This Agreement will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

17.7 Nothing herein will constitute or be taken to constitute the parties as partners or create any fiduciary relationship between them. It is not the intention of the parties to create, nor will this Agreement be construed to create, any mining, commercial or other partnership. None of the parties will have any authority to act for or to assume any obligation or responsibility on behalf of any other party, except as expressly provided herein. The rights and duties of the parties will be several and not joint or joint and several.

17.8 No modification, alteration or waiver of the terms herein contained will be binding unless the same is in writing, dated subsequently hereto, and fully executed by the parties.

17.9 The parties do not intend that there will be any violation of the Rule Against Perpetuities, the Rule Against Unreasonable Restraints on the Alienation of Property, or any similar rule. Accordingly, if any right or option to acquire any interest in the Property exists under this Agreement, such right or option must be exercised, if at all, so as to vest such interest within time periods permitted by applicable rules. If, however, any such violation should inadvertently occur, the parties hereby agree that a court will reform that provision in such a way as to approximate most closely the intent of the parties within the limits permissible under such rules.

17.10 In the event of any inconsistency between the terms of this Agreement and any Schedule hereto, the terms of this Agreement will control.

17.11 Time will be of the essence hereof.

17.12 This Agreement and the Schedule attached hereto set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements and understandings, oral or written, among the parties or their respective representatives with respect to the matters herein and will not be modified or amended except by written agreement signed by the parties to be bound thereby.

17.13 This Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

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IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first set forth above.

Signed, Sealed and Delivered by **JOESEPH TEXAS LAWRENCE** in the presence of:

John Ostler
Witness (Signature)

JOHN OSTLER
Name (please print)

2224 JEFFERSON AVENUE
Address

WEST VANCOUVER, B.C.
City, Province

Occupation



Joseph T Lawrence
JOESEPH TEXAS LAWRENCE

Signed, Sealed and Delivered by **BRUCE MACK SQUINAS** in the presence of:

John Ostler
Witness (Signature)

JOHN OSTLER
Name (please print)

2224 JEFFERSON AVENUE
Address

WEST VANCOUVER, B.C.
City, Province

Occupation



Bruce Mack Squinas
BRUCE MACK SQUINAS

Signed, Sealed and Delivered by **BARRY STEPHEN HARTLEY** in the presence of:

John Ostler
Witness (Signature)

JOHN OSTLER
Name (please print)

2224 JEFFERSON AVENUE
Address

WEST VANCOUVER, B.C.
City, Province

J. D. OSTLER
Occupation



[Signature]
BARRY STEPHEN HARTLEY

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SCHEDULE A

MINERAL CLAIMS COMPRISING THE PROPERTY

Attached to and forming part of a Mineral Option Agreement between Joseph Texas Lawrence, Bruce Mack Squinas, and Barry Hartley dated effective February 23, 2010.

Claim Record Number	Province	Claim Name	Area (hectares)	Claim Expiry Date
604866	British Columbia	MARION	162.86	May 22, 2010
604872	British Columbia	PENNY	81.43	May 22, 2010
604873	British Columbia	GLORIA	81.43	May 22, 2010
604938	British Columbia	KARALEE	162.82	May 22, 2010
605310	British Columbia	MARION 2	<u>366.36</u>	June 2, 2010
			854.90	

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