

CORPORATE SERVICES AGREEMENT

This Corporate Services Agreement (the "Agreement") is made as of the 20th day of May 2011.

BETWEEN:

SOUTHERN CROSS MANAGEMENT INC., a company incorporated under the laws of Canada (hereinafter referred to as "SOUTHERN CROSS"),

OF THE FIRST PART

SIGNALEXPLORATION INC., a company incorporated under the laws of British Columbia (hereinafter referred to as "SIGNAL"),

OF THE SECOND PART

(collectively, SOUTHERN CROSS and SIGNAL are the "Parties" and each is a "Party")

WHEREAS:

A. SOUTHERN CROSS is a company with the ability to provide office space and facilities, accounting, administrative and management services.

B. SIGNAL and SOUTHERN CROSS have agreed that SOUTHERN CROSS will provide office space and facilities, accounting, administrative and management services to SIGNAL as more particularly described herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which consideration each Party acknowledges, the Parties agree as follows:

ARTICLE 1 – ENGAGEMENT

1.01 Engagement

During the term of this Agreement, which shall be determined in accordance with Article 6 (the "Term"), SOUTHERN CROSS shall, subject to the terms and conditions hereof, provide office space and facilities, accounting, administrative and management services as more particularly described in sections 1.01, 1.02 and 1.03 to SIGNAL.

1.02 General Corporate Services

SOUTHERN CROSS shall perform general corporate services for SIGNAL as required in relation to, but not limited to other matters such as office space and facilities, accounting, administrative and management services.

1.03 Other Services

Subject to receipt of a written request by SIGNAL which is agreeable to SOUTHERN CROSS, SOUTHERN CROSS shall also provide to SIGNAL services within its expertise in addition to those described in sections 1.02. Services referred to in section 1.01, 1.02 and 1.03 are herein "Services".

1.04 Standard of Care

SOUTHERN CROSS shall provide the Services in a proper and workmanlike and efficient manner, in accordance with accepted exploration industry standards and practices and shall exercise the degree of care and skill that a reasonably prudent advisor would exercise in comparable circumstances. SOUTHERN CROSS shall comply with

the terms of SIGNAL's licenses, permits, contracts and other agreements pertaining to the mineral properties of SIGNAL and applicable laws.

1.05 Independent Contractor

In the performance of the Services SOUTHERN CROSS, shall act as an independent contractor and as agent of SIGNAL only to the extent expressly mandated in the agreed Services implementation. Nothing herein shall constitute or be construed to be or create a partnership or joint venture between SOUTHERN CROSS and SIGNAL and/or its affiliates. All debts and liabilities to third persons incurred by SOUTHERN CROSS in the course of providing the Services in accordance with this Agreement shall be deemed to be the debts and obligations of SIGNAL only and SOUTHERN CROSS and its affiliates shall be indemnified by SIGNAL in respect of such debts and liabilities to such third parties. SOUTHERN CROSS shall inform third parties with whom it deals on behalf of SIGNAL that it does so on behalf of SIGNAL, and may take any other reasonable steps to carry out the intent of this section 1.05.

ARTICLE 2 - PAYMENTS TO SOUTHERN CROSS

2.01 Monthly Fee

SIGNAL shall pay a monthly fee of \$2,000 to SOUTHERN CROSS for those Services provided to SIGNAL (the "Monthly Fee"). The Monthly Fee shall be invoiced by SOUTHERN CROSS monthly. In addition, SIGNAL shall pay directly or reimburse SOUTHERN CROSS in respect of third party expenditures incurred by SOUTHERN CROSS in respect of the Services and such expenditures will be invoiced by SOUTHERN CROSS monthly on a cost recovery basis. All invoices shall be payable no later than five (5) business days after presentation.

2.02 Invoices

SIGNAL agrees to promptly pay SOUTHERN CROSS invoices and also agrees to advance funds against written cash calls (in the form of invoices) for reasonably immediate expenditure requirements of SOUTHERN CROSS such as to pay for or secure services, to secure equipment, contractors, deposits and the like and to honor all agreements which SOUTHERN CROSS enters into in good faith on behalf of SIGNAL with third parties in the course of performing the Services.

2.03 Sales Taxes, No Set-offs

The amounts to be billed by SOUTHERN CROSS for Services and third party costs under this Article 2 are subject to any HST or other general sales tax, value added tax or any like service or sales tax which may be payable from time to time. All amounts payable under this Agreement shall be paid by SIGNAL free and clear of any deductions or claims for set-offs. If any amounts are required to be withheld by applicable law, SIGNAL shall be obliged to pay an additional amount over the amount invoiced as will leave SOUTHERN CROSS receiving the same net amount as SOUTHERN CROSS invoiced for. Any such additional amount paid for withholding by SIGNAL will be refunded if recovered by SOUTHERN CROSS and SOUTHERN CROSS will promptly apply to recover or reduce any such withholding amounts.

ARTICLE 3 - NON EXCLUSIVITY AND OPPORTUNITIES

3.01 Non Exclusive Services

The Services provided by SOUTHERN CROSS to SIGNAL hereunder are not intended by either Party to be exclusive. SIGNAL reserves the right to appoint additional advisors to render similar or other services and SOUTHERN CROSS shall be free to render similar or other services to other parties on such terms and conditions as it may agree.

3.02 Services through Agents or Affiliates

SOUTHERN CROSS shall have the right to provide the Corporate Services, or portions thereof, through agents, affiliates or independent contractors; provided that SOUTHERN CROSS shall ensure that such agents, affiliates or independent contractors comply with the terms and conditions of this Agreement that are relevant to the performance of their assigned tasks. SOUTHERN CROSS shall ensure that such agents, affiliates or independent contractors contractually are legally responsible for their conduct under the standards applicable to SOUTHERN CROSS pursuant to this Agreement.

ARTICLE 4 – CONFIDENTIALITY

4.01 Confidentiality

(1) SOUTHERN CROSS acknowledges that the business carried on by SIGNAL is an extremely competitive business, that during the Term SOUTHERN CROSS will be exposed to confidential information belonging to SIGNAL and its affiliates and that disclosure of any such confidential information to third parties could irreparably damage and place SIGNAL at a competitive disadvantage. Such confidential information shall encompass SIGNAL or its affiliates' proprietary or confidential information disclosed or entrusted to SOUTHERN CROSS or developed or generated by SOUTHERN CROSS in the performance of their services pursuant to this Agreement, including information relating to SIGNAL or its affiliates' mineral properties, exploration results, exploration developments, research data, organizational structure, operations, business plans and affairs, technical projects, pricing data, business costs, inventions, trade secrets, names of joint venture partners or other work produced or developed by or for SIGNAL or any of its affiliates, ("Confidential Information"). SOUTHERN CROSS shall:

- (a) diligently take commercially reasonable efforts to protect the integrity and security of the Confidential Information within its control and to ensure that only authorized personnel of SOUTHERN CROSS are provided with Confidential Information. SOUTHERN CROSS shall limit access to Confidential Information respecting exploration developments to its own staff on a need-to know basis and shall ensure that its personnel acknowledge the need to protect the confidentiality of the Confidential Information and that they are made aware that they are in a "special relationship" with SIGNAL as contemplated by securities legislation;
 - (b) not use the Confidential Information for any purpose other than in connection with the provision of Services to SIGNAL and not disclose any of the Confidential Information to third parties without the prior written consent of SIGNAL, provided that such consent shall not be required where the Confidential Information is disclosed:
 - (i) to the employees, officers, representatives and agents of SOUTHERN CROSS and affiliates of SOUTHERN CROSS and professional advisors of SOUTHERN CROSS, to enable such persons to assist SOUTHERN CROSS in providing Corporate Services to SIGNAL; and provided further that all such persons acknowledge the need to preserve and protect the confidential nature of the Confidential Information and to use such information only in connection with the provision of Corporate Services to SIGNAL; and provided further that SOUTHERN CROSS shall be liable for any breach of confidentiality by such persons;
 - (ii) to the employees, officers, agents or professional advisors of SIGNAL;
 - (iii) pursuant to legal process, but only after SIGNAL has received notice of such process to the extent possible and been given an opportunity to contest or resist the process where possible and appropriate.
- (2) Section Article 4.01(1) shall not apply to any information in the possession of SOUTHERN CROSS which, at the relevant time:

- (a) through no act or omission of SOUTHERN CROSS is or becomes generally known or part of the public domain;
 - (b) is furnished to others by SIGNAL without restriction on disclosure; or
 - (c) is lawfully furnished to SOUTHERN CROSS by a third party without SOUTHERN CROSS' knowledge of a breach of any restriction owed to SIGNAL
- (3) All business, technical, and like records and information received or generated by SOUTHERN CROSS during the term of this Agreement in relation to SIGNAL or its affiliates shall be delivered to SIGNAL, or destroyed by SOUTHERN CROSS upon request by SIGNAL, at any time during the Term and upon its termination. SIGNAL shall continue to own all rights in such Confidential Information.
- (4) In the event that a Party wishes to refer to the other Party hereunder or its engagement with the other Party in any public statement, news release, shareholder communication or otherwise, it must first seek the other Party's consent (such consent not to be unreasonably withheld or delayed), in all cases, prior to the release of such reference. During the Term, when referring to SOUTHERN CROSS in any promotional or marketing materials, SIGNAL shall use such name or trade names of SOUTHERN CROSS, or its affiliates or its associates, and describe SOUTHERN CROSS and its affiliates and associates, only as permitted by SOUTHERN CROSS. Upon termination of this Agreement, each Party shall immediately cease referring to the other Party and any of its affiliates or associates and shall, unless otherwise required by law, amend, update or withdraw any offering documents, promotional and marketing material or other literature then in use that refers to any agreement or arrangement with the other Party.
- (5) SOUTHERN CROSS acknowledges that it will likely be necessary for SIGNAL to disclose this Agreement to stock exchanges, or other regulatory authorities or otherwise make it pursuant to applicable securities laws and policies. In such instance, SIGNAL acknowledges that disclosure of the commercial terms of this Agreement would be to the detriment of SOUTHERN CROSS because of the competitive nature of the advisory business and so SIGNAL will use all reasonable efforts consistent with stock exchange and regulatory requirements and securities laws and policies to remove any commercially sensitive fee information relating to this Agreement before filing or otherwise making this Agreement or its terms public.

ARTICLE 5 - OTHER RIGHTS AND DUTIES OF SIGNAL

5.01 Access to SIGNAL Properties and Records

For the sole purpose of enabling SOUTHERN CROSS to perform the Services and only to the extent required to enable such performance, SIGNAL shall allow SOUTHERN CROSS, its employees and authorized agents reasonable access on notice to the properties and premises where the business of SIGNAL is conducted and shall make available to them all assets owned by SIGNAL or which SIGNAL is entitled to use, which relate to, or form part of, such business and provide access to all information, books, records and data which relate to such business. SIGNAL shall ensure that its employees, and any contractors, consultants, advisors or auditors engaged by it, cooperate fully with SOUTHERN CROSS in its performance of the Services.

5.02 Access to SOUTHERN CROSS Records

Any authorized representative of SIGNAL shall at all reasonable times have full access to all of the records or information of SOUTHERN CROSS pertaining to the affairs of SIGNAL. Such access shall be extended to the auditors and other professional advisors of SIGNAL.

5.03 Non Solicitation

SIGNAL undertakes that it shall not directly or indirectly, for the Term and for 12 months after the date of termination of this Agreement, solicit any SOUTHERN CROSS employee or contractor for the purposes of offering employment, unless expressly approved by SOUTHERN CROSS in writing. SOUTHERN CROSS undertakes that

is shall not directly or indirectly, for the Term and for 12 months after the date of termination of this Agreement, solicit any SIGNAL employee or contractor for the purposes of offering employment, unless expressly approved by SIGNAL in writing.

ARTICLE 6 - TERM AND TERMINATION

6.01 Term

The initial term of this Agreement shall be for a period of one year from the date SIGNAL's common share are listed on the TSX-Venture exchange, following which this Agreement shall automatically renew for successive one year terms unless earlier terminated as provided in section 6.02.

6.02 Termination

- (1) This Agreement may be terminated without cause at any time by either Party giving sixty (60) days notice. Such termination shall not affect obligations of SIGNAL for any third party commitments made by SOUTHERN CROSS.
- (2) Notwithstanding section 6.02 SIGNAL may terminate this Agreement with immediate effect for cause, which shall include:
 - (a) for any reason. SOUTHERN CROSS shall be entitled to receive, and SIGNAL shall pay to SOUTHERN CROSS, any outstanding fees and any reimbursable expenses pursuant to Article 2 up to and including the date of termination;
 - (b) notwithstanding such termination, SIGNAL shall continue to be bound by any agreements contracted for or on its behalf by SOUTHERN CROSS in accordance with this Agreement prior to such termination.

ARTICLE 7- DISPUTE RESOLUTION

7.01 Disputes Regarding Reimbursable Costs

Notwithstanding section 7.02, in the event of any dispute arising between the Parties regarding fees or reimbursable costs claimed by SOUTHERN CROSS in accordance with Article 2 and such dispute not having been resolved between the Parties within one (1) month from the written notice of such dispute by either Party to the other, such dispute may be referred by either Party to a Chartered Accountant ("CA") to be mutually agreed or failing which a third CA appointed by a CA chosen by each of the Parties. Such CA shall act as arbitrator based on the results of the audit work (and such other work as he or she may direct be done) and shall be entitled to make such adjustments as may in the circumstances appear to it to be appropriate and whose decision shall be regarded as the decision of an arbitrator and shall be binding and final upon the Parties. The costs of the CA in deciding such dispute shall be borne by each Party equally.

7.02 Other Disputes

Any dispute arising under or in connection with any matter relating to or resulting from the performance of obligations under this Agreement, other than as contemplated by section 7.01, which has not been resolved by the Parties within thirty (30) days after the date on which either Party delivers written notice to the other Party of such dispute, which notice shall specify in reasonable detail the matter or matters in dispute, shall:

(a) be referred to the President or the Chief Executive Officer of each Party (or the person who performs like functions), who shall meet (face to face or by telephonic means) within ten (10) days from the expiry of such thirty (30) day period and shall endeavor to resolve such dispute; and

(b) failing such resolution be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre (the "Arbitration Centre") under its International Commercial Arbitration Rules of Procedure (the "Arbitration Rules"). The place of arbitration shall be Vancouver, British Columbia. The parties agree to use a single arbitrator.

ARTICLE 8 – MISCELLANEOUS

8.01 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To SOUTHERN CROSS.:

1021 Kilmer Road
Lynn Valley, North Vancouver
British Columbia
Canada V7K 1P9
Attention: Barry Hartley

To SIGNAL:

1021 Kilmer Road
Lynn Valley, North Vancouver
British Columbia
Canada V7K 1P9
Attention: Brent Hahn

or to such other address, individual or electronic communication number as may be designated by notice given by either Party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third (3rd) business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery or by electronic communication.

8.02 Further Assurances

Each Party will from time to time execute and deliver such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the terms of this Agreement.

8.03 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

This agreement will be governed by the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have hereunder executed this agreement the day and year first written above.

SIGNAL



Brent Hahn, Director

SOUTHERN CROSS



Barry Hartley, Director