

COPPER CANYON PROPERTY OPTION AGREEMENT

THIS AGREEMENT is made as of the 25th day of April, 2018.

BETWEEN:

SEVEN DEVILS EXPLORATION LTD., a corporation duly incorporated pursuant to the laws of the Province of British Columbia and having an office at 24510 106B Avenue, Maple Ridge, British Columbia, V2W 2G2
("SDE")

AND:

MULTIPLE METALS RESOURCES LTD., a corporation duly incorporated pursuant to the laws of the Province of British Columbia and having an office at Suite 2801, 1166 Melville Street, Vancouver, British Columbia, V6E 4P5

("MMR")

(collectively, SDE and MMR are referred to as the "Optionor")

AND:

GOLDBLOCK CAPITAL INC., a corporation duly incorporated pursuant to the laws of the Province of British Columbia and having an office at Suite 808, 1090 West Pender Street, Vancouver, British Columbia, V6E 2N7

(the "Optionee")

WHEREAS:

(A) The Optionor is the legal and beneficial owner of a 100% interest in the Property, generally known as the "Copper Canyon Property", and consisting of seven (7) mineral claims located in the Nicola Mining Division of British Columbia, which are more particularly described in Schedule "A" attached hereto and which form a material part hereof (collectively known as the "Property");

(B) The Optionor wishes to grant and the Optionee wishes to acquire a 100% interest in and to the Property on the terms and subject to the conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the payment of a non-refundable \$22,500 (the "Deposit") from the Optionee (the receipt and sufficiency of which is hereby acknowledged by the Optionor), and of the mutual promises, covenants, conditions, representations and warranties herein set out, the parties hereto agree as follows:

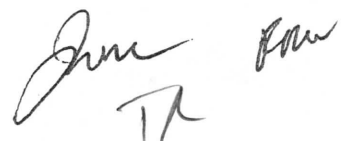
John
TR *PR*

PART 1

DEFINITIONS

1.1 For the purposes of this Agreement, including the recitals and any schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and expressions shall have the following meanings:

- (a) **"Affiliate"** shall have the meaning attributed to it by the *Business Corporations Act* (British Columbia);
- (b) **"Agreement"** means this Agreement, as amended from time to time;
- (c) **"Commercial Production"** means the operation of the Property or any portion thereof as a producing mine and the production of mineral products therefrom (excluding bulk sampling, pilot plant or test operations);
- (d) **"Expenditures"** means all cash, expenses, obligations and liabilities, other than for personal injury or property damage, of whatever kind or nature spent or incurred directly or indirectly in connection with the exploration, development or equipping of the Property or any portion thereof for Mining Work including, without limiting the generality of the foregoing, monies expended in constructing, leasing or acquiring all facilities, buildings, machinery and equipment in connection with Mining Work, in paying any taxes, fees, charges, royalties, payments or rentals (including payments in lieu of assessment work), or otherwise to keep the Property or any portion thereof in good standing, (including any payment to or in respect of acquiring any agreement or confirmation from any holder of surface rights respecting the Property or any portion thereof), in carrying out any survey of the Property or any portion thereof, in doing geophysical, geochemical and geological surveys, in trenching, drilling, assaying, metallurgical testing, bulk sampling and pilot plant operations, in paying the fees, wages, salaries, travelling expenses, fringe benefits (whether or not required by law) of all persons engaged in work with respect to and for the benefit of the Property or any portion thereof, in paying for the food, lodging and other reasonable needs of such persons, in preparing any reports, and in supervising and managing any Mining Work done with respect to and for the benefit of the Property or any portion thereof, as well as an operator's overhead management fee of 10% of all such other expenses;
- (e) **"Mining Work"** means every kind of exploration or development work done on or in respect of the Property, by or under the direction of or on behalf of or for the benefit of a party and, without limiting the generality of the foregoing, includes assessment work, geophysical, geochemical, geological surveying, studies and mapping, investigating, trenching, drilling, designing, examining, equipping, improving, surveying, shaft sinking, raising, crosscutting and drifting, searching for, digging, trucking, sampling, working and procuring materials, ores, metals and concentrates, surveying and bringing any mineral claims or other interests to mining lease, reporting and all other activities usually considered to be prospecting, exploration, and development work;

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(f) **"NSR Royalty"** means a net smelter return royalty payable by the Optionee to the Optionor equal to one and one-half percent (1.5%) on the proceeds from production, as described in Schedule "B" for all minerals derived from the Property, and subject to the provisions of Section 4.1;

(g) **"Option"** means the option granted by the Optionor to the Optionee under Section 3.1 of this Agreement;

(h) **"Option Period"** means the period during the term of this Agreement from the date hereof to and including the date of exercise of the Option,

(i) **"Property"** means those mineral claims more particularly described in Schedule "A" hereto, together with the surface rights, mineral rights, personal property and permits associated therewith, and shall include any renewal thereof and any other form of successor or substitute title thereto;

(j) **"Regulatory Approval"** means approval to the terms of this Agreement by any such organization or agency having jurisdiction over the subject matter of this transaction; and

1.2 In this Agreement, all dollar amounts are expressed in lawful currency of Canada, unless specifically provided to the contrary.

1.3 The titles to the respective Sections hereof shall not be deemed to be a part of this Agreement but shall be regarded as having been used for convenience only.

1.4 Words used herein importing the singular number shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing persons shall include firms, partnerships and corporations.

PART 2

REPRESENTATIONS AND WARRANTIES

2.1 Each party represents and warrants to the other that:

(a) if a company, it is a company duly incorporated, validly subsisting and in good standing with respect to filing of annual reports under the laws of its jurisdiction of incorporation, and is or will be at all relevant times qualified to do business and to hold an interest in the Property in British Columbia;

(b) it has full legal power, capacity and authority to enter into this Agreement and any agreement or instrument referred to in or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder; and

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(c) it has duly obtained all consents or authorizations which may be required from any third parties (except as specifically provided for herein) for the execution, delivery and performance of this Agreement, and such execution, delivery and performance and the consummation of the transactions as herein contemplated will not conflict with, or accelerate the performance required by or result in any breach of any covenants or agreements contained in or constitute a default under, or result in the creation of any encumbrance, lien or charge under any indenture, agreement or other instrument whatsoever to which it is a party or by which it is bound or to which it may be subject and will not contravene any applicable laws.

2.2 The Optionor represents and warrants to the Optionee that

(a) it is the sole legal and beneficial owner of a 100% interest in and to the Property;

(b) the Optionor is the recorded holder and the beneficial owner of 100% of the mineral claims comprising the Property free and clear of all liens, charges and claims of others and no taxes or rentals are due in respect of any thereof; the mineral claims comprised in the Property have been duly and validly located and recorded, and are in good standing in the office of the mining recorder or such other applicable regulatory agency having jurisdiction over the Property or the Optionee and Optionor's respective interests therein;

(c) there is no adverse claim or challenge against or to the ownership of or title to any of the mineral claims comprising the Property, nor to the knowledge of Optionor is there any basis therefor, and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or interest therein, and no person other than Optionor, pursuant to the provisions hereof, has any royalty or other interest whatsoever in production or profits from any of the mineral claims comprising the Property;

(d) the Optionor has complied with all laws in effect in the Province of British Columbia with respect to the Property, and such Property has been duly and properly staked and recorded in accordance with such laws, and that the Optionee may enter in, under or upon the Property for all purposes of this Agreement without making any payment to, and without accounting to or obtaining the permission of, any other person other than any payment required to be made under this Agreement;

(e) the Optionor has duly obtained all necessary authorizations for the execution of this Agreement and for the performance of this Agreement by the Optionor, and the consummation of the transaction herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of any agreement or other instrument whatsoever to which Optionor is a party or by which the Optionor is bound or to which it may be subject; and

(f) no proceedings are pending for, and Optionor is unaware of any basis for the institution of any proceedings leading to, placing of the Optionor in bankruptcy or subject to any other laws governing the affairs of insolvent persons.

June
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PRW

2.3 The Optionee represents and warrants to the Optionor that it is in good standing with respect to its compliance with applicable corporate and securities laws.

2.4 The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement, and are to be construed as both conditions and warranties and shall, regardless of any investigation which may have been made by or on behalf of any party as to the accuracy of such representations and warranties, survive the closing of the transaction contemplated hereby and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation or warranty contained in this Agreement, and each party shall be entitled, in addition to any other remedy to which it may be entitled, to set off any such loss, damage or costs suffered by it as a result of any such breach against any payment required to be made by it to any other party hereunder.

PART 3

ACQUISITION OF OPTION

3.1 Subject to Regulatory Approval, the Optionor hereby grants to the Optionee the sole and exclusive right and option to acquire a one hundred percent (100%) interest in and to the Property, free and clear of all liens, charges, encumbrances, claims, rights or interest of any other person, in accordance with the terms and conditions of this Agreement.

3.2 In order to exercise the Option, the Optionee shall pay to the Optionor the aggregate sum of One Hundred and Ninety-Two Thousand Five Hundred Dollars (\$192,500), which sum includes the Deposit and will be paid in instalments, and complete minimum Expenditures on the Property of at least Four Hundred Fifty Thousand Dollars (\$450,000) by the fourth anniversary of the date of this Agreement, in accordance with the following schedule:

Date	Cash Payments	Expenditures
On Signing	\$22,500 Deposit (non-refundable)	N/A
1 st Anniversary	N/A	N/A
2 nd Anniversary	\$20,000	\$100,000
3 rd Anniversary	\$150,000	\$100,000
4 th Anniversary	N/A	\$250,000
Total:	\$192,500	\$450,000

3.3 Any amount incurred by the Optionee for Expenditures in any period in excess of that period's required minimum amount will be applied towards the next period's minimum Expenditures.

3.4 For the purpose of this Agreement, the area covered by the Property shall include an area of influence surrounding the outer perimeter of the Property to a maximum of one (1.0) kilometre (the "Area of Influence") and all mineral concessions, interests or rights acquired

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(collectively, the "Interests"), directly or indirectly, within the Area of Influence before or after the date of signing of this Agreement by the Optionor or the Optionee during the currency of this Agreement shall become part of this Agreement. The Optionee agrees to reimburse the Optionor for its out-of-pocket expenses which are incurred by the Optionor upon its acquisition of the Interests.

3.5 The Optionee acknowledges that on commencement of Commercial Production, the Property will be subject to the 1.5% NSR Royalty in favour of the Optionor.

PART 4

OPTION TO PURCHASE NSR ROYALTY

4.1 The Optionee may elect to purchase from the Optionor, at any time prior to the commencement of Commercial Production, one-third of the NSR Royalty (ie. one-third of 1.5% = 0.5%), upon the payment to the Optionor of One Million Dollars (\$1,000,000).

PART 5

RIGHT OF ENTRY

5.1 Throughout the Option Period the Optionor will have a right of access to the Property.

5.2 Throughout the Option Period the Directors and Officers of the Optionee and its servants, agents and independent contractors, will have, apart from the rights of the Optionor, the sole and exclusive right in respect of the Property to

- (a) enter thereon,
- (b) have exclusive and quiet possession thereof,
- (c) do such prospecting, exploration, development and/or other Mining Work thereon and thereunder as the Optionee in its sole discretion may determine advisable,
- (d) bring upon and erect upon the Property buildings, plant, machinery and equipment as the Optionee may deem advisable, and
- (e) remove therefrom and dispose of reasonable quantities of ores, mineral and metals for the purpose of obtaining assays or making other tests.

Prud
TR

PART 6

POWERS, DUTIES AND OBLIGATIONS OF OPTIONEE


6.1 The Optionee shall have full right, power and authority to do everything necessary or desirable to carry out an exploration program by engaging the Optionor in year one and two on the Property and to determine the manner of exploration and development of the Property and, without limiting the generality of the foregoing, the right, power and authority to:

- (a) regulate access to the Property, subject only to the right of the Optionor and their representatives to have access to the Property at all reasonable times for the purpose of inspecting work done thereon, but at their own risk and expense;
- (b) Subject to Section 6.2, employ and engage such employees, agents and independent contractors as it may consider necessary or advisable to carry out its Expenditures, and in this connection to delegate any of its powers and rights to perform its duties and obligations hereunder;
- (c) execute all documents, deeds and instruments, do or cause to be done all such acts and things and give all such assurances as may be necessary to maintain good and valid title to the Property and each party hereby irrevocably constitutes the Optionee its true and lawful attorney to give effect to the foregoing and hereby agrees to indemnify and save the Optionee harmless from any and all costs, loss or damage sustained or incurred without gross negligence or bad faith by the Optionee directly or indirectly as a result of its exercise of its powers pursuant to this Section 6.1(c); and
- (d) conduct such title examinations and cure such title defects as may be advisable in the reasonable judgment of the Optionee.

6.2 MMR will act as the initial operator of the Property for year one and year two at a fee equal to 10% of the Expenditures incurred. The Optionee shall reimburse the Optionor for all reasonable out of pocket cost incurred by the Optionor in the course of acting as operator of the Property. The work program and budget shall be determined by the Optionee in consultation with the Optionor. The exploration work will be fully funded solely by the Optionee.

6.3 The Optionee shall have the duties and obligations to:

- (a) keep the Property free and clear of all liens and encumbrances arising from its operations hereunder (except liens contested in good faith by the Optionee), and maintain the Property as it exists from time to time in good standing by the doing and filing, or payment in lieu thereof, of all necessary assessment work and by the doing of all other acts and things which may be necessary in that regard; for greater certainty and without limiting the foregoing, the Optionee will file all Mining Work on the Property as assessment work to the maximum extent possible;
- (b) permit the Optionor or his representatives, duly authorized by him, in writing, and at their own risk and expense, access to the Property at all reasonable times;

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(c) conduct all work on or with respect to the Property in a careful and minerlike manner and in accordance with the applicable laws of the jurisdiction in which the Property is located, including all requirements under applicable environmental legislation;

(d) obtain and maintain or cause any contractor engaged by it hereunder to obtain and maintain, during any period in which active work is carried out hereunder, not less than the following:

(i) employer's liability insurance covering each employee engaged in the operations hereunder to the extent of \$1,000,000 where such employee is not covered by worker's compensation;

(ii) comprehensive general liability insurance in such form as may be customarily carried by a prudent operator for similar operations with a bodily injury, death and property damage limit of \$1,000,000 inclusive; and

(iii) vehicle, aircraft and watercraft insurance covering all aircraft, vehicles and watercraft owned and non-owned, operated and/or licensed by the Optionee, with a bodily injury, death and property damage limit of \$5,000,000 inclusive; and

(e) arrange for and maintain worker's compensation or equivalent coverage for all eligible employees engaged by the Optionee in accordance with local statutory requirements.

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6.4 The Optionee may abandon at its sole discretion at any time all or any portion of any of the mineral claims comprising a portion of the Property, without affecting its right, title and interest in the remaining mineral claims comprising the balance of the Property. In the event that the Optionee elects to abandon all or any portion of any specific mineral claims, it will provide notice to the Optionor of its election at least sixty (60) days prior to the date of abandonment of the claims. If the claims are abandoned less than sixty (60) days prior to the expiry dates of such mineral claims, the Optionee shall pay claim maintenance fees to keep the claims in good standing for an additional 1 year.

PART 7

VESTING OF INTEREST

7.1 Forthwith upon the Optionee exercising the Option by its performance of all of the requirements of Section 3.2, an undivided 100% interest in and to the Property shall vest, and shall be deemed for all purposes hereof to have vested, in the Optionee, subject to the NSR Royalty.

7.2 The Optionor covenants and agrees to transfer and deliver to the Optionee title to a 100% interest in and to the Property immediately following the exercise of the Option by the Optionee, and provide evidence of such transfer to the Optionee. The Optionor be and is hereby appointed agent for the purpose of filing work under the *Mineral Tenure Act* (British Columbia).

PART 8

TERMINATION OF OPTION

8.1 If the Optionee fails to make any of the cash payments or Expenditures within the time frames specified in Section 3.2, then subject to the provisions of Sections 8.3 of this Agreement, the Option and this Agreement shall immediately terminate.

8.2 The Optionee shall also have the right to terminate this Agreement by giving thirty (30) days' written notice of such termination to the Optionor and upon the effective date of such termination this Agreement shall be of no further force and effect.

8.3 Notwithstanding any other provisions of this Agreement, in the event of termination of this Agreement under Sections 8.1 or 8.2, the Optionee shall:

(a) transfer or re-transfer the Property, or any interest therein, to the Optionor, provided always that the Property shall, at the date of such transfer or re-transfer, be in good standing for a period of not less than twelve (12) months from the effective date of termination;

(b) deliver to the Optionor any and all reports, samples, drill cores and engineering data of any kind whatsoever pertaining to the Property or related to Mining Work which have not been previously delivered to the Optionor;



(c) perform or secure the performance of all reclamation and environmental rehabilitation as may be required by all applicable legislation; and

(d) upon notice from the Optionor, remove all materials, supplies and equipment from the Property, provided however, that the Optionor may dispose of any such materials, supplies or equipment not removed from the Property within one hundred and eight (180) days of receipt of such notice by the Optionee.

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PART 9

CONFIDENTIALITY

9.1 All information and data concerning or derived from Mining Work shall be confidential and, except to the extent required by law or by regulation of any securities commission, stock exchange or other regulatory body, shall not be disclosed to any person other than a party's professional advisors or an Affiliate without the prior written consent of the other party or parties, which consent shall not unreasonably be withheld.

9.2 The text of any news releases or other public statements which a party desires to make with respect to the Property shall be made available to the other party or parties prior to publication and the other party or parties shall have the right to make suggestions for changes therein within twenty four (24) hours of delivery.

PART 10

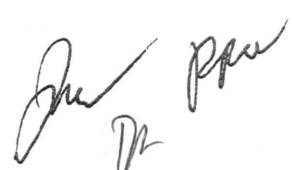
RESTRICTIONS ON ALIENATION

10.1 The Optionee shall not sell, transfer, convey, assign, mortgage or grant an option in respect of or grant a right to purchase or in any manner transfer or alienate all or any portion of its interest or rights under this Agreement without the prior consent in writing, within 30 days of receipt of notice thereof, of the Optionor, such consent not to be unreasonably withheld, and the failure to notify the Optionee within the said 30 days that such consent has been withheld shall be deemed to constitute the consent of the Optionor.

10.2 Where consent has been granted by the Optionor to the Optionee, before the completion of any sale or other disposition by the Optionee of its interests or rights or any portion thereof under this Agreement, the Optionee shall require the proposed acquirer to enter into an agreement with the Optionor on the same terms and conditions as set out in this Agreement.

10.3 The Optionor will have the right, without the consent of, but upon notice to, the Optionee, to assign and transfer the Property, the NSR Royalty or any or all of its rights and obligations hereunder to a proposed acquirer, provided the Optionor shall require said proposed acquirer to be bound by the terms and conditions as set out in this Agreement.

10.4 The provisions of this Section 10 shall not prevent a party from entering into an amalgamation or corporate reorganization which will have the effect in law of the amalgamated or surviving company possessing all the property, rights and interests and being subject to all the debts, liabilities and obligations of each amalgamating or predecessor company, or prevent a party from assigning its interest to an Affiliate of such party provided that the Affiliate enters into an agreement with the other parties hereunder on the same terms and conditions as set out in this Agreement and agrees in writing with the other parties hereunder to re-transfer such interest to the originally assigning party immediately before ceasing to be an Affiliate of such party.



PART 11

NOTICES

11.1 Any notice, direction, or other instrument required or permitted to be given under this Agreement shall be in writing and shall be given by the delivery of same or by mailing same by prepaid registered or certified mail or by sending same by telegram, telex, telecommunication or other similar form of communication, in each case addressed to the intended recipient at the address of the respective party set out on the first page hereof.

11.2 Any notice, direction, or other instrument aforesaid will, if delivered, be deemed to have been given and received on the day it was delivered, and if mailed, be deemed to have been given and received on the fifth business day following the day of mailing, except in the event of disruption of the postal service in which event notice will be deemed to be received only when actually received and, if sent by telegram, telecommunication, email or other similar form of communication, be deemed to have been given and received on the day it was actually received.

11.3 Any party may at any time give notice in writing to the others of any change of address, and from and after the giving of such notice, the address therein specified will be deemed to be the address of such party for the purposes of giving notice hereunder.

PART 12

FURTHER ASSURANCES

12.1 Each of the parties covenants and agrees, from time to time and at all times, to do all such further acts and execute and deliver all such further deeds, documents and assurances as may be reasonably required in order to fully perform and carry out the terms and intent of this Agreement.

PART 13

RULE AGAINST PERPETUITIES

13.1 If any right, power or interest of any party in property under this Agreement would violate the rule against perpetuities, then such right, power or interest shall terminate at the expiration of twenty (20) years after the death of the last survivor of all the lineal descendants of Her Majesty, Queen Elizabeth II of England, living on the date of the execution of this Agreement.



PART 14

TIME OF THE ESSENCE

14.1 Time shall be of the essence in the performance of this Agreement.

PART 15

ENUREMENT

15.1 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

John *PK*
PK

PART 16

FORCE MAJEURE

16.1 No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control (except those caused by its own lack of funds) including, but not limited to, acts of God, fire, storm, flood, explosion, strikes, lockouts or other industrial disturbances, acts of public enemy, war, riots, civil strife, insurrection, rebellion or disobedience on behalf of any third party or group; other actions by citizen groups; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of environmental protection laws; other laws, rules and regulations or orders of any duly constituted governmental authority, or non-availability of materials or transportation (each an "Intervening Event").

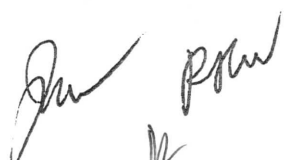
16.2 All time limits imposed by this Agreement will be extended by a period equivalent to the period of delay resulting from an Intervening Event.

16.3 A party relying on the provisions of Section 16.1 hereof, insofar as possible, shall promptly give written notice to the other party of the particulars of the Intervening Event, shall give written notice of all other parties as soon as the Intervening Event ceases to exist, shall take all reasonable steps to eliminate any Intervening Event and will perform its obligations under this Agreement as far as practicable, but nothing herein will require such party to settle or adjust any labour dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Agreement if an Intervening Event renders completion impossible.

PART 17

DEFAULT

17.1 If a party (the "Defaulting Party") is in default of any requirement herein set forth, the party affected by such default (the "Non-Defaulting Party") shall give written notice to all other parties within thirty (30) days of becoming aware of such default, specifying the default, and the Defaulting Party shall not lose any rights under this Agreement, nor shall the Agreement or the Option terminate, nor shall the Non-Defaulting Party have any rights, remedies or cause of action pursuant to this Agreement, or otherwise hereunder as a result of such default, unless within thirty (30) days after the giving of notice of default by the Non-Defaulting Party, the Defaulting Party has failed to cure the default by the appropriate performance, and if the Defaulting Party fails within such period to cure such default, the Non-Defaulting Party shall only then be entitled to seek any remedy it may have on account of such default. Notwithstanding the foregoing, if the Optionee fails to make the cash payments or minimum Expenditures on the Property in accordance with the schedule in Section 3.2, the Option shall immediately terminate without further notice to the Optionee.

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PART 18

SEVERABILITY

18.1 If any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

PART 19

AMENDMENT

19.1 This Agreement may not be changed orally but only by an agreement in writing, signed by the party against which enforcement, waiver, change, modification or discharge is sought.

PART 20

ENTIRE AGREEMENT

20.1 This Agreement constitutes and contains the entire agreement and understanding between the parties and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise between the parties or any of them with respect to the subject matter hereof.

PART 21

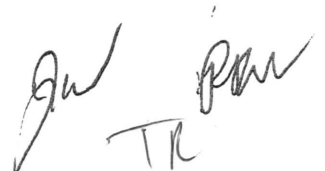
OPTION ONLY

21.1 This Agreement provides for an option only, and nothing herein contained shall be construed as obligating the Optionee to or make any payments or Expenditures specified in Section 3.2 (other than the Deposit) hereunder and any act or acts or payment or payments as shall be made hereunder shall not be construed as obligating the Optionee to do any further act or make any further payment.

PART 22

GOVERNING LAW AND ARBITRATION

22.1 This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein.

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22.2 All questions or matters in dispute with respect to the accounting of moneys expended by the Optionee as provided herein, or with respect to the calculation of or amounts taken into account in the determination of Expenditures and the NSR Royalty will be submitted to arbitration pursuant to the terms hereof.

22.3 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 gives not less than 30 days' prior written notice of its intention so to do to the other party together with particulars of the matter in dispute.

22.4 On the expiration of such 30 days, the party who gave such notice may proceed to refer the dispute to arbitration as provided in Section 22.5

22.5 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, appoint an arbitrator, and the two arbitrators so named, before proceeding to act, will, within 15 days after 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.

22.6 If the other party will fail to appoint an arbitrator within 15 days after receiving notice of the appointment of the first arbitrator, and 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).

22.7 Except as specifically otherwise provided in this Section 22, the arbitration herein provided for will be conducted in accordance with such Act.

22.8 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 he will preside over the arbitration and determine all questions of procedure not provided for under such Act or this Section 22.

22.9 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 it to writing, and deliver one copy thereof to each of the parties.

22.10 The expense of the arbitration will be paid as specified in the award.

22.11 The parties may 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 upon each of them.

PART 23

RELATIONSHIP BETWEEN SDE AND MMR

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23.1 Subject to the terms and conditions hereof, the respective obligations of SDE and MMR hereunder shall be several and neither joint nor joint and several. The percentage interests of SDE and MMR in the Deposit and any payments made under Section 3.2 shall be as follows:

(a) SDE 50%; and

(b) MMR 50%.

23.2 In performing their respective obligations under this Agreement, each of SDE and MMR shall be acting severally and neither jointly nor jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership or joint venture between SDE and MMR.

23.3 SDE and MMR shall each indemnify the other for all costs, losses and expenses incurred by one party as a result of a breach of this Agreement by the other party.

23.4 The Optionors hereby appoint MMR as their agent and representative for the purposes of this Agreement, and the Optionee is hereby authorized to communicate and deal with MMR in respect of this Agreement, as more particularly set out below. MMR is hereby authorized to take all steps or actions which must or may be taken by the Optionors in connection with the this Agreement, with the exception of the matters relating to: (i) waivers and extensions, (ii) transfer of the Property upon exercise of the Option (which must be done by SDE and MMR in respect of their individual interests in the Property); and (iii) receipt of cash option payments made pursuant to Section 3.2 (which payments shall be made to each of SDE and MMR on a 50:50 basis). For greater certainty, and without limiting the foregoing, MMR is hereby authorized to take the following actions on behalf of the Optionors:

(a) Receive any notices or communications required to be given to the Optionors hereunder; and

(b) Take any other action required to be taken by the Optionors under this Agreement.

MMR will keep SDE informed of any notices, payments or other communications received from the Optionee, and before taking any actions, MMR will consult with SDE with respect to such actions. MMR will not be liable to SDE or the Corporation for any actions taken by MMR in good faith pursuant to this Section 23.4

John
TR *PMW*

PART 24

GENERAL

24.1 This Agreement will supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the subject matter of this Agreement.

24.2 No consent or waiver expressed or implied by either party in respect of any breach or default by the other 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.

24.3 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.

24.4 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

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IN WITNESS WHEREOF the corporate seals of Optionor and the Optionee have been hereunto affixed in the presence of their duly authorized officers in that behalf on the day and date first written.

**SEVEN DEVILS EXPLORATION
LTD.**



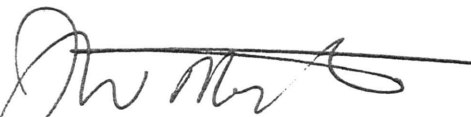
AUTHORIZED SIGNATORY

**MULTIPLE METALS RESOURCES
LTD.**

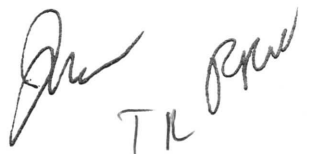


AUTHORIZED SIGNATORY

GOLDBLOCK CAPITAL INC.



AUTHORIZED SIGNATORY


TK RMC

SCHEDULE A

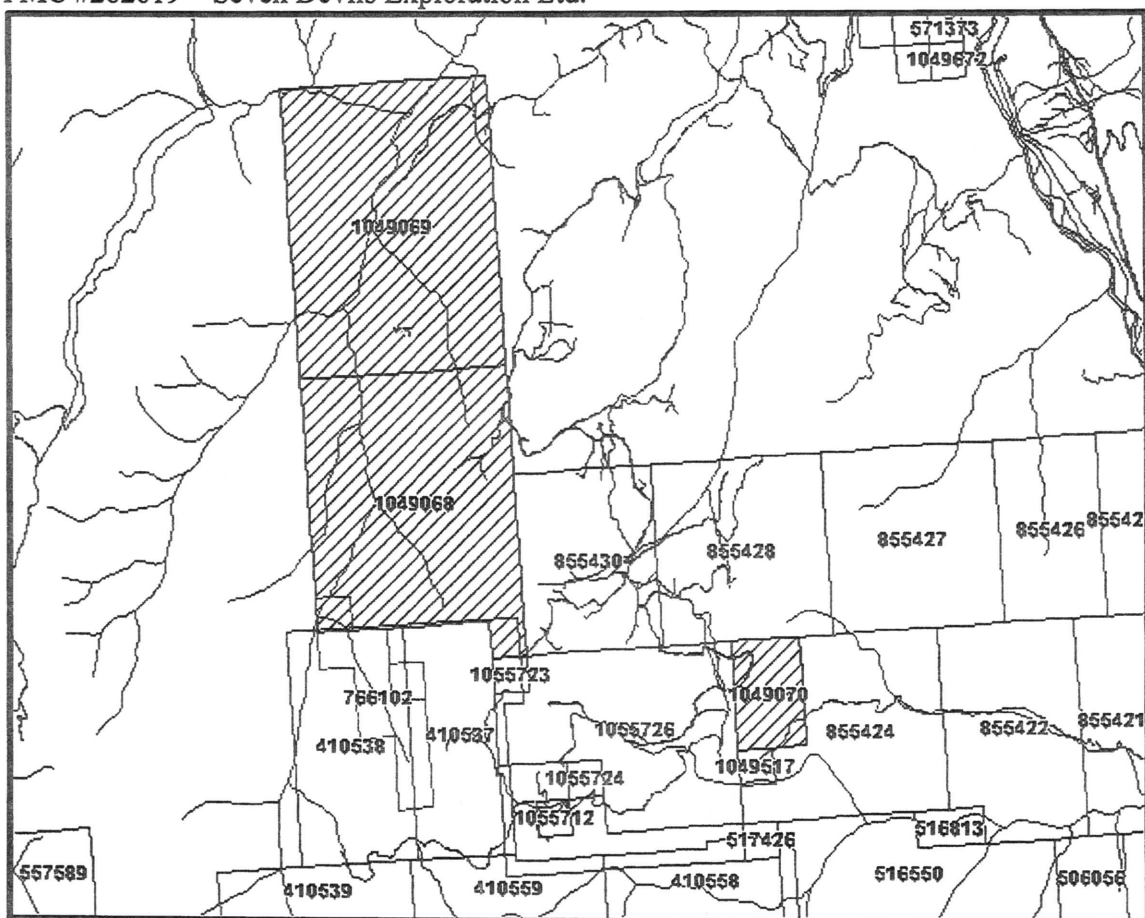
DESCRIPTION OF THE PROPERTY

The property consists of 7 mineral claims located in Nicola Mining Division, 921/03, Merritt, British Columbia.

[illegible]

FMC #128515 -R.F. Weicker on Behalf on Multiple Metals Resources Ltd.

FMC #282819 – Seven Devils Exploration Ltd.

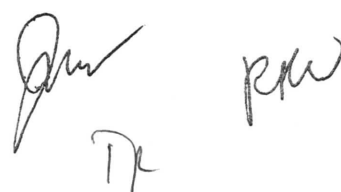


John TR R...

SCHEDULE B

NSR Calculation

1. For the purposes of this Agreement, the term "Net Smelter Returns" shall mean all monies realized and actually received by the Optionee on the sale of any ores or minerals mined or extracted from the Property as evidenced by its returns or settlement sheets, including any premiums, bonuses and subsidies, less, if any such ores or minerals require smelting or other processing, all monies paid or payable on account of:
 - (a) loading and transportation of the ores or minerals from the Property or any mill erected on or about the Property to the smelter or other purchaser;
 - (b) smelter treatment charges or other charges levied by the purchaser;
 - (c) freight allowance and severance taxes or royalties that may be paid to the Province of British Columbia;
 - (d) insurance and security costs and charges;
 - (e) marketing costs and commissions; and
 - (f) penalties and other deductions whatsoever paid or payable in relation to the sale of the ores or minerals.
2. Net Smelter Returns due and payable to the Optionor hereunder shall be paid within thirty (30) days after receipt of the said actual proceeds by the Optionee, while the Property is in Commercial Production.
3. Within ninety (90) days after the end of each fiscal year of the Optionee during which the Property was in Commercial Production, the records relating to the calculation of Net Smelter Returns during that fiscal year shall be audited and any adjustments shall be made forthwith. The audited statements shall be delivered to the Optionor who shall have sixty (60) days after receipt of such statements to question in writing their accuracy and, failing such question, the statements shall be deemed correct.
4. The Optionor or its representative duly appointed in writing shall have the right at all reasonable times, upon written request, to inspect such books and financial records of the Optionee as are relevant to the determination of Net Smelter Returns and at its own expense, to make copies thereof.
5. For the purposes of the Agreement and this Schedule, "Commercial Production" shall have the meaning set forth in the Agreement, and "commencement of Commercial Production" means the first day after the Property has been in Commercial Production for at least thirty (30) consecutive days.

Handwritten signatures and initials in the bottom right corner. There are three distinct marks: a large signature, a smaller signature, and the initials 'TR'.