

OPTION AGREEMENT

THIS AGREEMENT dated for reference the 11th day of April, 2011.

BETWEEN:

0902744 B.C. Ltd., a company validly subsisting under the laws of British Columbia with an office at 10084 Hislop Road, Telkwa, British Columbia V0J 2X1

(the "Company")

AND:

Seel Enterprises Ltd., a corporation validly subsisting under the laws of British Columbia an address at 6155 Sechelt Inlet Rd., Sechelt, British Columbia V0N 3A3

("Seel")

WHEREAS:

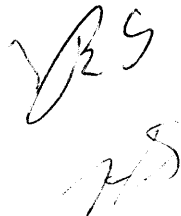
A. Seel is the legal and beneficial owner of the mineral interests in and to certain provincial mineral claims located in the Province of British Columbia described and listed in Schedule "A" attached hereto and has agreed to option to the Company all of Seel's right, title and interest in and to such mineral interests on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

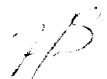
1. **INTERPRETATION**

1.1 In this Agreement and in the recitals and Schedules hereto, unless the context otherwise requires, the following expressions will have the following meanings:

- (a) **"Acceptance Date"** means the date upon which both the Company and Seel have signed this Agreement;
- (b) **"Area of Interest"** means any area or areas lying within a distance of one (1) kilometre from the current external boundaries of the Claims, or any claims or group of claims adjoining the current external boundaries of the Claims staked by the Company or Seel; but does not include any claims which may be acquired by the Company from a third party;



- (c) **“Business Day”** means a day, which is not a Saturday, Sunday or statutory holiday in the province of British Columbia;
- (d) **“Claims”** means the claims described in Schedule “A” hereto;
- (e) **“Expenditures”** means all expenses, obligations and liabilities of whatever kind or nature spent or incurred directly or indirectly by the Company from the Acceptance Date in connection with the maintenance, exploration and development of the Claims, including, without limiting the generality of the foregoing:
 - (i) maintaining the Claims in good standing and fulfilling any of the requirements of applicable mining laws in connection with the Claims,
 - (ii) mobilisation and de-mobilisation of work crews, supplies, Facilities and equipment to and from the Claims, including all transportation, insurance, customs brokerage and import and export taxes, fees and charges and all other governmental levies in connection therewith,
 - (iii) implementing and carrying out any program of surface or underground prospecting, exploring or mapping or of geological, geophysical or geochemical surveying,
 - (iv) trenching or other surface or near surface sampling,
 - (v) reverse circulation, diamond or other drilling,
 - (vi) drifting, raising or other underground work,
 - (vii) assaying and metallurgical testing,
 - (viii) carrying out environmental studies and preparing environmental impact assessment reports,
 - (ix) carrying out all required restoration and reclamation of the Claim required as a result of work thereon, and posting any bond (whether cash or surety) required in that regard by any governmental authority,
 - (x) preparing and making submissions to government agencies with respect to substitute or successor title to the Claims and production permits,
 - (xi) acquiring, constructing and transporting Facilities,
 - (xii) the fees, wages, salaries, travelling expenses and fringe benefits (whether or not required by law) of all persons engaged in work with respect to or



in respect of the Claims and the food, lodging and other reasonable needs of such persons, and

- (xiii) preparing, designing, implementing and carrying out a feasibility study;
- (f) **“Facilities”** means all mines and plants, including without limitation, all pits, shafts, haulage-ways, and other underground workings, and all buildings, plants, and other structures, fixtures and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, or on the Claims or outside the Claims, if for the exclusive benefit of the Claims only;
- (g) **“Properties”** means the Mineral Claims located in the Province of British Columbia particularly set forth and described in Schedule "A" attached hereto, together with all surface, water and ancillary or appurtenant rights attached or accruing thereto, and any substitute or successor mineral or mining titles or interests granted, obtained or issued in connection thereto (including, without limitation, any claims located and recorded to cover internal gaps or fractions in respect of such ground) together with all additional mining claims, or other interests in minerals which become part of the Properties pursuant to Section 13; and

2. REPRESENTATIONS AND WARRANTIES

2.1 Each of the Company and Seel represents and warrants to the other that:

- (a) it is a body corporate duly formed, organized and validly subsisting under the laws of its incorporating jurisdiction;
- (b) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and all requisite corporate acts and proceedings have been taken so that it may enter into, execute and deliver this Agreement and deal with the Properties as hereinafter provided;
- (c) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party;
- (d) the parties will diligently and in good faith perform their duties and obligations under this Agreement; and



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- (e) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents.

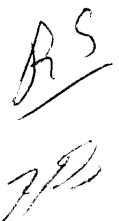
2.2 Seel represents and warrants to the Company that:

- (a) to its knowledge, information and belief the Claims:
 - (i) were located on behalf of Seel according to industry standards in the Province of British Columbia on lands open to location,
 - (ii) have been recorded, filed as required by all applicable federal, provincial and local laws, rules, orders and regulations and all rental payments due on or before the date hereof have been paid,
 - (iii) are not in conflict with any provincial mining claims owned by other persons or entities, and
 - (iv) upon the exercise of Option 1 or Option 2 by the Company, Seel will have the legal right and authority to transfer title to an undivided seventy five percent (75%) or an undivided one hundred percent (100%) legal and beneficial interest in and to the Properties;
- (b) to its knowledge, information and belief:
 - (i) the Properties are free of all liens, charges and encumbrances,
 - (ii) there are no pending claims or litigation, or threats of claims or litigation against Seel or the Properties, and
 - (iii) that, subject to the paramount title of Canada and the Province of British Columbia there are no persons or entities lawfully claiming any interest in the Properties by, through or under Seel;
- (c) to its knowledge and belief no person presently has any royalty or net profit or other interests whatsoever in production from any of the mineral interests comprising the Properties;
- (d) Seel has the exclusive right to enter into this Agreement and to dispose of all its interest in the Properties in accordance with the terms of this Agreement;
- (e) Seel is the legal and beneficial owner of the Properties;
- (f) Seel holds a One Hundred Percent (100%) right, title and interest in and to the Claims;

- (g) to its knowledge, information and belief:
 - (i) conditions on and relating to the Properties and operations conducted thereon are in compliance with all applicable federal, provincial and local laws, rules, orders or regulations relating to environmental matters including, without limitation, waste disposal and storage, and
 - (ii) there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Properties and the conduct of the operations related thereto, it has not received any notice of the same and it is not aware of any basis on which any such orders or direction could be made;
- (h) it is not aware of any material fact or circumstance which has not been disclosed to the Company which should be disclosed in order to prevent the representations and warranties in this section from being misleading or which may be material in the Company's decision to enter into this Agreement and acquire an interest in the Properties;
- (i) in entering into this Agreement and optioning the Properties to the Company in exchange for cash and Shares, Seel is acting as principal and will be acquiring any company shares as principal for its own account and not on behalf of others and for the purpose of investment and not with an intention to effecting a distribution, and no other person, firm or other organisation will have any beneficial interest whatsoever in the Shares;
- (j) Seel is a resident of the Province of British Columbia, for the purposes of any securities laws applicable to the transactions herein contemplated;
- (k) Seel has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risk of an investment in public company shares and is able to bear the economic risks of such investment, including the possibility that the shares may become worthless;
- (l) sufficient assessment work has been done and reports filed to keep the mineral claims comprising the Claims in good standing under the Mineral Tenure Act until at least January 1st, 2012.

For the purposes of this Agreement, the knowledge, information and belief of Seel means the knowledge, information and belief of any director, senior officer or shareholder of Seel after reasonable enquiry made by or on behalf of such director, senior officer or shareholder.



2.3 The representations and warranties herein before set out are conditions on which the parties have relied in entering into this Agreement and will survive the acquisition of any interest in the Properties by the Company, and each party will indemnify and save the other party harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by such party and contained in this Agreement.

3. **OPTION 1**

3.1 Seel hereby grants and gives the Company the sole, exclusive and irrevocable right and option to acquire a seventy five percent (75%) legal and beneficial interest in and to the Properties (the "Option") in accordance with the terms of this Agreement and in consideration of the following:

- (a) payment to Seel of ten thousand dollars (\$10,000) within 10 days of the Acceptance Date;
- (b) the Company will incur ninety thousand dollars (\$90,000) of Expenditures within 12 months of the Acceptance date;
- (c) the Company will secure reclamation bonding with the Government of British Columbia so that Seel can apply to have his current bond relating to the Properties returned;
- (d) payment to Seel of an additional forty thousand dollars (\$40,000) within 36 months of the Acceptance Date;
- (e) the Company will incur a further two hundred and fifty thousand (\$250,000) in Expenditures within 36 months of the Acceptance Date.

3.2 Any Expenditures in excess of the required Expenditures each year shall be credited to the following year or years Expenditures. Head office charges to Expenditures shall be limited to 15% of Expenditures.

3.3 Once the Company has made the payments and incurred the Expenditures in accordance with Section 3.1, the Company will have acquired seventy-five percent (75%) of Seel's legal and beneficial right, title and interest in and to the Properties and Seel will retain twenty-five (25%) legal and beneficial right, title and interest in and to the Properties.

3.4 Seel's 25% interest will be "carried", and the Company will continue to be responsible for all Expenditures on the property. Expenditures will be a minimum of one hundred thousand dollars (\$100,000) every 12 months, excepting that the Company may carry forward any excess expenditures in one year up to a maximum of 3 years, provided the average per year is

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\$100,000. If the Company fails to maintain its obligations under this Section 3.4, its entire interest will revert to Seel.

4. **OPTION 2**

4.1 Provided that the Company has performed its obligations under Option 1, at any point the Company can purchase Seel's 25% remaining interest for either one million dollars (\$1,000,000) or, if the Company is holding its interest in the Property in a publicly listed company, such number of shares as equates to a one million dollar (\$1,000,000.00) volume-weighted average price of shares on the securities exchange of its primary listing, over the 5 days preceding the issuance.

4.2 There will be an escalation of \$100,000 to the payment pursuant to 4.1 every 12 months after the Company has completed its obligations under Option 1 and until such time as the Company exercises Option 2 or the total payment reaches five million dollars (\$5,000,000.00).

4.3 If the Company has made the payments, issued the Shares and incurred the Expenditures in accordance with Option 2, the Company will have acquired One Hundred Percent (100%) of Seel's legal and beneficial right, title and interest in and to the Properties and Seel will not have any further interest in and to the Properties.

5. **INITIAL TRANSFER OF TITLE**

5.1 Upon delivery of the payment described in paragraph 3.1 (a) herein by the Company, Seel will, immediately, prepare and deliver to the Company:

- (a) a duly executed deed, in recordable form, transferring all its legal title in and to the Properties to the Company or its nominee; and
- (b) such further transfers, assignments, assurances, clearances, certificates, waivers, releases, consents, approvals and opinions satisfactory in form and substance to the Company and its counsel, as may be required to effect the transfer all of Seel's legal right, title and interest in and to the Properties to the Company or its nominee in accordance with this Agreement.

6. **COVENANTS OF SEEL**

6.1 During the term of the Option, Seel will:

- (a) not do any act or thing which would or might in any way adversely affect the rights of the Company hereunder;

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- (b) make available to the Company and its representatives all records and files relating to the Properties and permit the Company and its representatives at their own expense to take abstracts therefrom and make copies thereof;
- (c) promptly provide the Company with any and all notices and correspondence from government agencies in respect of the Properties;
- (d) co-operate fully with the Company in obtaining any surface and other rights on or related to the Properties as the Company deems desirable; and
- (e) defend title to the Properties and the ground covered thereby against all persons claiming by, through or under Seel.

7. **COVENANTS OF THE COMPANY**

7.1 Subject to Section 9, during the currency of the Option , the Company will:

- (a) ensure that the Claims are kept free and clear of all liens, charges and encumbrances arising from its operations hereunder (except liens for taxes not yet due, other inchoate liens or liens contested in good faith by the Company);
- (b) keep the Claims in good standing by ensuring that:
 - (i) all necessary assessment work has been done and properly filed with the appropriate government ministry,
 - (ii) all required annual rental, holding, location, maintenance and service charges and fees, and
 - (iii) all necessary documentation, affidavits and notices have been prepared, filed and recorded in a timely manner;
- (c) conduct all work on or with respect to the Claims in a careful and miner like manner and in compliance with all applicable federal, provincial and local laws, rules, orders and regulations.
- (d) file any excess exploration expenditures which can be used for assessment purposes over and above the minimum annual assessment work required up to the maximum allowed by law,
- (e) provide at no cost to Seel one complete paper and digital copy of all geological, geophysical, engineering and other such reports including all analytical data and all

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maps generated by the Company on the Property. Such reports will be complete and will include all information and data which Optionee has gathered, obtained and compiled into preliminary and final reports. The Company will provide all such reports to Seel within 60 days of the completion of the reports up until the Company has exercised the Option 2. Seel warrants to keep all such information and results confidential and in its sole possession during the term of this Agreement.

8. **SURRENDER OF CLAIMS**

8.1 The Company covenants to Seel that unless it has exercised Option 2, in the event it intends to surrender or abandon all or any part of the Claims comprised in any of the Properties (the "Surrendered Claims") it shall deliver a notice in writing of its intention to do so to Seel at least thirty (30) days prior to the proposed surrender or abandonment, such notice to list the proposed Surrendered Claims. If, within thirty (30) days of receipt of such notice, Seel delivers to the Company a notice (the "Reacquisition Notice") stating its intention to reacquire all or part of the Surrendered Claims, the Company will deliver to Seel a duly executed recordable transfer in favour of Seel, without any warranties as to title, all interest of the Company in and to such part or parts of the Surrendered Claims as Seel has set forth in the Reacquisition Notice. Upon delivery of such transfer and upon surrender or abandonment of any portions of the Surrendered Claims not transferred to Seel, the Company will have no further obligations in respect of the Surrendered Claims, save and except as set forth in subsection 9.2 with respect to the Surrendered Claims transferred to Seel;

8.2 In the event of Surrendered Claims being transferred to Seel:

- (a) the Company will leave the Surrendered Claims:
 - (i) in good standing for a period of at least 6 months;
 - (ii) free and clear of all liens, charges and encumbrances arising from its operations hereunder; and
 - (iii) in a safe and orderly condition,
- (b) the Company will make available to Seel, within sixty (60) days of termination:
 - (i) any reports that are in the Company's possession on work carried out on the Surrendered Claims and all results relating thereto and any interpretations in respect thereof,
 - (ii) originals of all drill logs, assay results and other technical data compiled by the Company with respect to the Surrendered Claims, and

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- (iii) all available drill chips, core and sample rejects and pulps at their place of storage.
- (c) Seel will assume the Company's obligations in respect of any third party agreement the Company has entered into with respect to those Surrendered Claims including any purchase, option or joint venture agreement or arrangement.

9. **DEFAULT**

9.1 Notwithstanding anything in this Agreement to the contrary, if any party (a "Defaulting Party") is in default of any requirement herein set forth, the party affected by such default (the "Affected Party") will give written notice (the "Default Notice") to the Defaulting Party specifying the default and unless:

- (a) with respect to the payment of any monies or Shares under subsection 3.1 hereunder, within the period of 20 business days of the receipt of the Default Notice, the Defaulting Party has not cured the default; or
- (b) with respect to any default which can reasonably be cured within a forty five (45) Business Days period, within forty five (45) Business Days of receipt of the Default Notice, the Defaulting Party has not cured such default; or
- (c) with respect to any default which is not of a nature as can reasonably be cured within a forty five (45) Business Day period, within a forty five (45) Business Day period following receipt of the Default Notice the Defaulting Party has taken reasonable and prudent action to commence to cure such default and thereafter diligently continues to pursue the curing of such default until cured, subject to a maximum period to cure such default of one hundred and twenty (120) Business Days;

the Affected Party will be entitled, upon notice to the Defaulting Party, to take such steps as such default may entitle it to, in law and equity subject to the remedies it is limited to by this Agreement. If the Defaulting Party does not accept that a default has not been cured, it will be entitled, upon notice to the Affected Party, to institute the arbitration provisions of Section 13.

9.2 In the event that the Company is a Defaulting Party under subsection 9.1 and has not cured the default within the time periods specified in subsection 9.1, the Claims remaining in the Company's possession shall be deemed to be Surrendered Claims and Section 8 shall then be applicable to those Surrendered Claims. For greater certainty herein, Seel (as the Affected Party) shall be limited to the remedy provided for in this subsection 9.2 in the event of a default by the Company under subsection 3.1



10. **RIGHT TO TRANSFER INTEREST**

10.1 During the subsistence of this Agreement, Seel and the Company shall not sell, transfer nor assign this Agreement without the consent of the other party; provided that either party shall be permitted to assign this Agreement to an affiliated corporation. The assignment to the affiliated corporation shall be subject to the affiliated corporation entering into an agreement, in form and substance satisfactory to the other party, to be bound by this Agreement.

11. **NOTICE**

11.1 Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the hand delivery of the same or by sending the same by registered mail, in each case addressed as follows:

(a) if to the Company at:

0902744 B.C. Ltd.
10084 Hislop Road
Telkwa, BC
V0J 2X1

Attention: Hans Smit

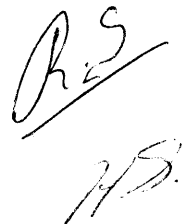
(b) if to Seel at:

Seel Enterprises Ltd.
6155 Sechelt Inlet Road
Sechelt, BC
V0N 3A3

Attention: Rupert Seel

11.2 Any notice, direction or other instrument aforesaid will, if hand delivered, be deemed to have been given and received on the day it was hand delivered and, if sent by registered mail deemed delivered on the next Business Day after it was so accepted and signed for.

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

Handwritten signatures of Hans Smit and Rupert Seel. The signature of Hans Smit is written in dark ink and is positioned above the signature of Rupert Seel, which is written in a lighter ink.

12. **FORCE MAJEURE**

12.1 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 (each an "Intervening Event") including, but not limited to, adverse weather conditions, environmental protests, demonstrations or blockages, land or territorial claims by aboriginal or indigenous peoples, acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, wars (whether declared or undeclared), riots or insurrections, laws, rules, regulations or orders of any duly constituted governmental authority, unavailability of any necessary permits, approvals or authorizations from regulatory or government agencies or non-availability of materials, appropriately qualified employees or transportation.

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

12.3 A party relying on the provisions of this Section 12 will take all reasonable steps to eliminate an Intervening Event and, if possible, will perform its obligations under this Agreement as far as practical, 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 impracticable.

12.4 A party relying on an Intervening Event to excuse the performance of its obligations hereunder will:

- (a) promptly advise all parties of the occurrence of the Intervening Event;
- (b) keep the other parties advised on a timely basis of its efforts to remedy such Intervening Event and the results thereof; and
- (c) promptly advise the other parties upon such Intervening Event ceasing to affect performance of its obligations hereunder.

13. **ARBITRATION**

13.1 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity of it will be referred to and finally resolved by arbitration under the rules of the *British Columbia International Commercial Arbitration Centre* in effect on the date hereof. The parties agree that:

- (a) the appointing authority will be the *British Columbia International Commercial Arbitration Centre*;

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- (b) the case will be administered by the *British Columbia International Commercial Arbitration Centre* in accordance with its "Procedures for Cases under the BCICAC Rules";
- (c) the place of arbitration will be Vancouver, British Columbia;
- (d) the number of arbitrators will be one; and
- (e) the language used in the arbitral proceeding will be English.

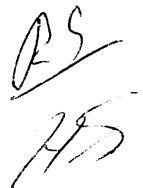
13.2 The arbitrator's fees will be paid by both parties in equal parts during the course of the arbitration but upon final decision of the dispute, the defeated party will pay all costs and reimburse all arbitration costs, including the amounts paid by the prevailing party, subject to the contrary decision of the arbitrator.

14. AREA OF INTEREST

14.1 If during the currency of the Option, the Company stakes any new claims located wholly or in part within the Area of Interest, such mineral interest will form part of the Properties. The acquisition costs thereof of any new claims located by the Company will constitute Expenditures. For the purpose of clarification, this subsection shall not apply to any arrangements the Company may make with any third parties regarding claims that they may hold within the area of Interest.

14.2 Except for those Claims identified in Schedule "A" hereto, if Seel, or any director, senior officer or shareholder thereof acquires, directly or indirectly or pursuant to any third party agreement, any form of interest (including an option to acquire an interest) in minerals located wholly or in part within the Area of Interest, Seel, or such director, senior officer or shareholder, will offer all of such interest to the Company immediately upon the acquisition thereof by Seel or such director, senior officer or shareholder, by notice in writing to the Company setting out the nature of such interest, and including all information known by Seel or such director, senior officer or shareholder about such interest, together with copies of all relevant documentation, a reasonably detailed statement setting forth such party's reasonable arm's length acquisition costs, and all other details relating thereto and if, within sixty (60) days from the date of the receipt of such notice by the Company, the Company accepts such mineral interest and pays to Seel or such director, senior officer or shareholder the reasonable arm's length acquisition costs relating thereto actually incurred to the date of such notice as set out in such notice, such mineral interest will thereafter be included within and form part of the Properties.

14.3 Each of Seel, and its directors, senior officers and shareholders, and the Company will execute and deliver or cause to be executed and delivered such further documents and instruments and give such further assurances as the other may reasonably require to evidence and give effect to the establishment of the Area of Interest and the incorporation or transfer of mineral interests acquired therein pursuant to this Agreement.



14.4 If, upon receipt of a notice under subsection 14.2, the Company elects not to acquire the mineral interest offered to it, or fails to make any election within the sixty (60) day period therein set out, such mineral interest will thereupon be released from the provisions of this Agreement and Seel or such director, senior officer or shareholder, as applicable, will be relieved of any further obligations to the Company hereunder with respect to such mineral interest.

14.5 Any acquisition costs referred to in this Section 14 will be bona fide costs actually incurred and will not be artificially inflated by any non-arm's length dealings or otherwise.

15. **TERMINATION**

15.1 If the Company wishes to terminate this Agreement it shall deliver a notice in writing of its intention stating the effective date of termination, which date shall be at least thirty (30) days following the notice of termination. On the effective date of the termination, if the Company has not paid the monies, issued the Shares or made the Expenditures referenced in subsection 3.1, the Claims remaining in the Company's possession shall be deemed to be Surrendered Claims pursuant to Section 9.

15.2 If Seel wishes to terminate this Agreement, it may only do so in the event of default by the Company and in accordance with Section 9, in which case subsection 9.2 shall be applicable.

16. **GENERAL**

16.1 This Agreement constitutes the entire agreement between the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether verbal or written, express or implied, statutory or otherwise between the parties with respect to the subject matter herein.

15.2 This Agreement is an option only and except as specifically provided otherwise, nothing herein shall be construed as obligating the Company to do any acts or make any payments hereunder except as otherwise set forth, and any act or acts or payment or payments as shall be made hereunder shall not be construed as obligating the Company to do any further act or acts or to make any further payment or payments.

15.3 The parties hereto agree that they and each of them will execute all documents and do all acts and things within their respective powers to carry out and implement the provisions or intent of this Agreement.

15.4 The headings to the respective sections herein will not be deemed part of this Agreement but will be regarded as having been used for convenience only.

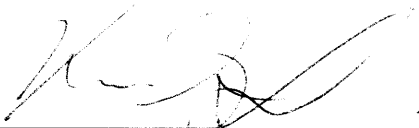
15.5 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15.6 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia.

15.7 All references to currency in this Agreement shall be deemed to be in Canadian dollars.


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

0902744 B.C. LTD.:



Hans Smit Director

SEEL ENTERPRISES INC.



Rupert Seel President

Schedule "A"

to an Agreement between 0902744 B.C. Ltd. and Seel Enterprises Ltd. dated as of the 11th day of April, 2011.

List of Claims

<u>Tenure Number</u>	<u>Claim Name</u>	<u>Map Number</u>	<u>Issue Date</u>	<u>Good To Date</u>	<u>Area (ha)</u>
510222	GREEN #1	093G	2005/apr/05	2012/jan/01	669.24
519710	GREEN 3	093G	2005/sep/06	2012/jan/01	229.43
519711	GREEN 4	093G	2005/sep/06	2012/jan/01	305.83
519712	GREEN 5	093G	2005/sep/06	2012/jan/01	458.61
542006	GREEN 6	093G	2006/sep/27	2012/jan/01	382.18
559806	GREEN 7	093G	2007/jun/04	2012/jan/01	458.43
559807	GREEN 8	093G	2007/jun/04	2012/jan/01	458.43
559808	GREEN 9	093G	2007/jun/04	2012/jan/01	305.67
559809	GREEN 10	093G	2007/jun/04	2012/jan/01	439.8
586559	GREEN 11	093G	2008/jun/19	2012/jan/01	381.96
605633	GREEN 12	093G	2009/jun/07	2012/jan/01	152.79

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0902744 B.C. Ltd.
10084 Hislop Road
Telkwa, British Columbia
V0J 2X1

Seel Enterprises Ltd.
6155 Sechelt Inlet Rd.
Sechelt, British Columbia
V0N 3A3

April 24, 2013

Attention: Mr. Rupert Seel

Dear Rupert,

As per our discussions and with reference to the Option Agreement dated April 11th, 2011 between 0902744 B.C. Ltd. and Seel Enterprises Ltd., this letter serves to amend the Option Agreement as follows:

Article 3.1 (d) is amended to read: payment to Seel of an additional forty thousand dollars (\$40,000) within 48 months of the Acceptance Date; and,

Article 3.1 (e) is amended to read: the Company will incur a further two hundred and fifty thousand (\$250,000) in Expenditures within 48 months of the Acceptance Date.

In addition to these amendments, 0902744 B.C. Ltd. commits to completing a minimum of \$45,000 in assessment work on the property in 2013 as part of the expenditures required under Article 3.1(e). All other terms and conditions of the Option Agreement remain unchanged and in full effect.

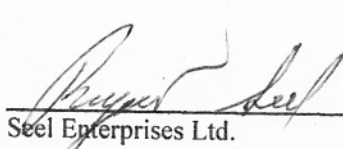
Would you kindly indicate your agreement to these amendments by signing in the space provided below and returning a copy to me at your earliest convenience.

Thank you

Yours Truly,


Hans Smit

Agreed and Accepted this 24 day of April, 2013


Seel Enterprises Ltd.

0902744 B.C. Ltd.
10084 Hislop Road
Telkwa, British Columbia
V0J 2X1

Seel Enterprises Ltd.
6155 Sechelt Inlet Rd.
Sechelt, British Columbia
V0N 3A3

August 27, 2014

Attention: Mr. Rupert Seel

Dear Rupert,

As per our discussions and with reference to the Option Agreement dated April 11th, 2011 between 0902744 B.C. Ltd. and Seel Enterprises Ltd., and as amended by a letter dated April 24th, 2013 this letter serves to amend the Option Agreement as follows:

Article 3.1 (d) is amended to read: payment to Seel of an additional forty thousand dollars (\$40,000) within 60 months of the Acceptance Date; and,

Article 3.1 (e) is amended to read: the Company will incur a further two hundred and fifty thousand (\$250,000) in Expenditures within 60 months of the Acceptance Date.

In addition to these amendments, 0902744 B.C. Ltd. commits to completing a minimum of 350 metres of diamond drilling on the property in 2014 as part of the expenditures required under Article 3.1(e). All other terms and conditions of the Option Agreement remain unchanged and in full effect.

Would you kindly indicate your agreement to these amendments by signing in the space provided below and returning a copy to me at your earliest convenience.

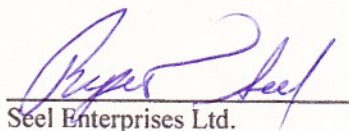
Thank you

Yours Truly,



Hans Smit

Agreed and Accepted this 2 day of SEPT, 2014


Seel Enterprises Ltd.

0902744 B.C. Ltd.
10084 Hislop Road
Telkwa, British Columbia
V0J 2X1

Seel Enterprises Ltd.,
6155 Sechelt Inlet Rd.
Sechelt, British Columbia
V0N 3A3

February 9, 2016

Attention: Mr. Rupert Seel

Dear Rupert,

The Parties acknowledge that there currently exists a difficult investment climate for exploration. Therefore, the Option Agreement dated April 11th, 2011 and amended April 24, 2013 and August 27, 2014 between 0902744 B.C. Ltd and Seel Enterprises Ltd. (the "Option Agreement") is further amended as follows:

Article 3.1(d) is deleted from the Option Agreement and replaced in its entirety with:

(d) payment of an additional forty thousand dollars (\$40,000) within 108 months of the Acceptance Date;

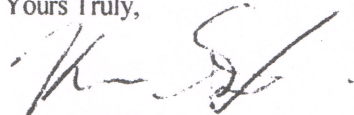
Article 3.1(f) is added to Article 3 of the Agreement stating that:

(f) payment of five thousand dollars (\$5,000) per year for each year following the 5th anniversary of the Acceptance Date until the Company makes the payment required of it in Article 3.1(d). For greater certainty, this amount is in addition to and not in satisfaction of the amount required to be paid in Article 3.1(d).

The Option Agreement will be deemed to be amended hereby with all necessary changes being made, to incorporate and give effect to the provisions hereof. Save as amended hereby, the parties acknowledge that the Option Agreement remains in full force and effect in accordance with its terms.

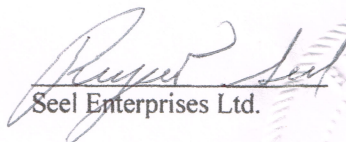
Would you kindly indicate your agreement to this amendment by signing in the space provided below and returning a copy to me at your earliest convenience.

Yours Truly,



Hans Smit

Agreed and Accepted this 12 day of FEB, 2016



Seel Enterprises Ltd.

