THIS AGREEMENT is between **Acero-Martin Exploration Inc.**, a corporation organized under laws of British Columbia Canada, whose address is 205, 369 Terminal Avenue, BC, Canada, V6A 4C4 hereinafter referred to as the "Company"); **Mau Capital Management LLC**, located at 2106 Whalen Drive, Point Roberts, WA 98281 (hereinafter referred to as the "Consultant").

WHEREAS, the Consultant is in the business of assisting public companies in financial advisory, strategic business planning, and investor and public relations services designed to make the investing public knowledgeable about the benefits of stock ownership in the Company; and

WHEREAS, the Consultant may, during the period of time covered by this Agreement, present to the Company one or more plans of public and investor relations to utilize other business entities to achieve the Company's goals of making the investing public knowledgeable about the benefits of stock ownership in the Company; and

WHEREAS, the parties agree, after having a complete understanding of the services desired and the services to be provided, that the Company desires to retain Consultant to provide such assistance through its services for the Company, and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DUTIES AND INVOLVEMENT.

Provide in depth research report of the company by a Chartered Financial Analyst and disseminate to qualified investors through internet media. The research report can be reprinted and distributed by the company.

Provide a section dedicated to the company at www.goldmau.com. www.goldmau.com is run by Mau Capital Management and publishes weekly articles at Kitco.com, 321gold.com and other leading precious metals sites. Investors and prospects will be channeled to goldmau.com and read detailed company report, technical charting analysis, archived press releases, and interact with other investors and the consultant through online discussion board dedicated to the company.

Provide full-time staff available to answer investor calls and emails. Our staff have a focus on mining, and can handle most questions and refer high-level leads to the management. The staff will communicate at least twice a month to the company with status reports and discuss company progress.

Utilize goldmau's proprietary, qualified investor list to broaden the company's investing audience.

Provide introductions and continuing liaison with writers and/or publishers of various subscriber-based publications including (but not limited to) newspapers, magazines, business publications and financial publications;

Review and provide advice regarding the presentation, design, , style and functionality of the company's public communication materials, including the Company's website and the company's presentations from time to time at various industry meetings, conferences and tradeshows;

Provide advice pertaining to the overall corporate development of the company; and communicate directly with funds, analysts, brokers, and accredited investors for the purposes of encouraging or promoting investment in the company. We have leads to parties who participate in private placements.

In co-operation with the company's management group, the consultant will be working to develop a consistent, positive identity that creates favourable responses to major corporate initiatives and strategies.

2. RELATIONSHIP AMONG THE PARTIES.

Consultant acknowledges that it is not an officer, director or agent of the Company, it is not, and will not, be responsible for any management decisions on behalf of the Company, and may not commit the Company to any action. The Company represents that the consultant does not have the power neither to control the Company, nor to exercise any dominating influences over its management.

Consultant understands and acknowledges that this Agreement shall not create or imply any agency relationship among the parties, and Consultant will not commit the Company in any manner except when a commitment has been specifically authorized in writing by the Company. The Company and the Consultant agree that the relationship among the parties shall be that of independent contractor.

3. EFFECTIVE DATE, TERM AND TERMINATION.

This Agreement shall be effective on **April 1, 2006** and will continue until **March 31, 2007**. This one-year Agreement can only be modified if mutually agreeable and in writing.

4. OPTION TO RENEW AND EXTEND.

Company may renew this Agreement on the same terms by providing written notice to Consultant at any time prior to the expiration hereof.

5. COMPENSATION AND PAYMENT OF EXPENSES.

The Company agrees to pay Consultant's work in the form of

a. CAD $5,000 a month due at the end of each month.

b. 150,000 of the company's stock options, with a 5-year expiration.

as total and complete consideration for the services to be provided by the Consultant to the Company. The payment should be made out to Mau Capital Management LLC. Stock options should be registered ~~to Ms. Show-Mei Liu, the owner of~~ Mau Capital Management LLC.

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Company agrees to pay for expenses incurred associated with its employees' working with the Consultant and its representatives, including lodging, meals, and travel as necessary. The consultant may also recommend other independent third party services such as web-banner advertising for the company to consider and use at the company's discretion.

6. SERVICES NOT EXCLUSIVE.

Consultant shall devote such of its time and effort necessary to the discharge of its duties hereunder. The Company acknowledges that Consultant is engaged in other business activities, and that it will continue such activities during the term of this Agreement. Consultant shall not be restricted from engaging in other business activities during the term of this Agreement.

7. CONFIDENTIALITY.

Consultant acknowledges that it may have access to confidential information regarding the Company and its business. Consultant agrees that it will not, during or subsequent to the term of this Agreement, divulge, furnish or make accessible to any person (other than with the written permission of the Company) any knowledge or information or plans of the Company with respect to the Company or its business, including, but not by way of limitation, the products of the Company, whether in the concept or development stage, or being marketed by the Company on the effective date of this Agreement or during the term hereof.

8. COVENANT NOT TO COMPETE.

During the term of this Agreement, Consultant warrants, represents and agrees that it will not directly participate in the information developed for and by the Company, and will not compete directly with the Company in the Company's primary industry or related fields.

9. INDEMNIFICATION and ARBITRATION

Company agrees to indemnify and hold harmless the Consultant and its respective agents and employees, against any losses, claims, damages or liabilities, joint or several, to which either party, or any such other person, may become subject, insofar as such losses, claims, damages or liabilities (or actions, suits or proceedings in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement, any preliminary prospectus, the prospectus, or any amendment or supplement thereto; or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; and will reimburse the Consultant, or any such other person, for any legal or other expenses reasonably incurred by the Consultant, or any such other person, in connection with investigation or defending any such loss, claim, damage, liability, or action, suit or proceeding.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussion, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. The Agreement shall be construed by and enforced in accordance with the laws of British Columbia, Canada.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective as of the day and year provided herein.

COMPANY:	**CONSULTANT:**
Acero Martin Exploration Inc.	**Mau Capital Management LLC**
By: ______________________	**By:** ______________________
Donald Gee, President and CEO	**John Lee, General Manager**

ACERO-MARTIN EXPLORATION INC.
Suite 205, 369 Terminal Avenue
Vancouver, British Columbia V6A 4C4
Telephone: (604) 618-3433 Fax (604) 291-9926
Website: www.acero-martin.com

April 26, 2006

Mau Capital Management LLC
2106 Whalen Drive
Point Roberts, WA 98281
U.S.A

Dear Sirs:

Re: Agreement dated as of April 1, 2006 made Between Acero-Martin Exploration Inc. and Mau Capital Management LLC

This letter sets out the agreement between Acero-Martin Exploration Inc. ("Acero-Martin") and Mau Capital Management LLC ("Mau") to amend the Agreement dated as of April 1, 2006 (the "Agreement") made between Acero-Martin and Mau regarding the investor relations services to be provided by Mau to Acero-Martin.

By executing a copy of this letter agreement, Acero-Martin and Mau both agree that the term of the Agreement may be cancelled on 30 days written notice by either party.

Please indicate your agreement with the foregoing by executing the attached copy of this letter and returning it to the undersigned's attention.

Yours truly,

ACERO-MARTIN EXPLORATION INC.

Per: ______________________
Donald Gee, President and Director

The undersigned hereby ACCEPTS AND AGREES TO the foregoing terms.

Dated: April 26, 2006.

MAU CAPITAL MANAGEMENT LLC

Per: ______________________
John Lee, General Manager