

OPTION AGREEMENT

This Agreement entered into as of the 29th day of July, 2005.

BETWEEN:

L.E.H. VENTURES LTD., a company duly constituted under the laws of British Columbia

("LEH")

OF THE FIRST PART

AND:

BRIGHT STAR VENTURES LTD., a company duly constituted under the laws of British Columbia

("BSV")

OF THE SECOND PART

AND:

NETWORK EXPLORATION LTD., a company duly constituted under the laws of British Columbia

("NGI")

OF THE THIRD PART

WHEREAS:

- A. BSV and NGI (together, the "**Vendors**") are the beneficial owners of a 100% interest in and to the mineral claims comprising the Property (as defined below), subject to the disclosures herein;
- B. LEH and the Vendors entered into a binding letter of intent (the "**LOI**") dated May 31, 2005 pursuant to which the Vendors granted to LEH the option to earn a 51% undivided beneficial interest in the Property by issuing an aggregate of 400,000 common shares in the capital of LEH and funding an aggregate of \$1 million to be expended by LEH in respect of the Property over a four-year period, subject to the terms and conditions of the LOI; and
- C. Pursuant to the LOI, the parties wish to enter into this Option Agreement to formalize and replace the terms and conditions of the LOI.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, and upon and subject to the terms and conditions hereafter set out, the parties agree as follows:

1. DEFINITIONS

1.1 Defined Terms

In this Agreement, the following words, phrases and expressions will have the following meanings:

- (a) "**Affiliate**" has the meaning ascribed to it in the *Business Corporations Act* (British Columbia);
- (b) "**Agreement**" means this Agreement, together with the Schedules attached hereto, as amended or supplemented from time to time;
- (c) "**Applicable Laws**" means any and all federal, provincial, territorial or municipal laws, statutes, regulations, by-laws, ordinances, rules, guidelines, policies, notices, orders and directions, or other requirements of any Governmental Authority having jurisdiction over the parties or the Property;
- (d) "**Area of Interest**" means that area which is included within one (1) kilometre from the outermost boundaries of the mineral properties which comprise the Property as at the date hereof;
- (e) "**Assets**" mean all tangible and intangible goods, chattels, improvements or other items including, without limitation, land, buildings and equipment, acquired by or on behalf of a party with respect to the Property;
- (f) "**BCICAC**" has the meaning ascribed to it in Section 9.1;
- (g) "**Bernier Agreement**" means the agreement dated September 3, 2002 between Peter Real Bernier and BSV;
- (h) "**Bernier NSR**" means the 2% net smelter returns royalty payable pursuant to the provisions of the Bernier Agreement in respect of the claims registered in the name of Peter Real Bernier as set out on Schedule "C" hereto;
- (i) "**Burke Agreement**" means the agreement dated the 1st day of November, 2003 between Kenneth Ralph Burke and BSV, a copy of which is attached as Schedule "D" hereto;
- (j) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in the city of Vancouver, British Columbia;
- (k) "**Common Shares**" means common shares without par value in the capital of LEH;
- (l) "**Environment Laws**" means all Applicable Laws currently in effect relating to pollution or protection of the environment, health, safety or natural resources, including, without limitation, the use, consumption, handling, transportation, storage or Release of Hazardous Substances;
- (m) "**Environmental Order**" means any prosecution, order, decision, notice, direction, report, recommendation or request issued, rendered or made by any Governmental Authority in connection with Environmental Laws or environmental orders;
- (n) "**Exploration Costs**" means all costs and expenses whatsoever, direct or indirect (including, without limitation, the indirect charges of the Operator permitted under Section 2.10) incurred on reclamation of the Property and on exploration and development activities directed towards disclosure and definition of an ore body on the Property during the Option Period pursuant to subsection 2.1(a)(ii), including payments required to maintain the Property in good standing, monies expended in

paying the fees, wages, salaries, travelling expenses and fringe benefits of all persons engaged in work with respect to or for the benefit of the Property and which are attributable to such person's work on the Property, plus an overhead fee equal to 10% of Exploration Costs (excluding such overhead fee) incurred by LEH in relation to the Property, except third party contracts which exceed \$50,000 in a single year for which the overhead fee will be 5%;

- (o) "**Exploration Operations**" means those operations during the Option Period directed towards ascertaining the existence, location, quantity or commercial value of Minerals;
- (p) "**Governmental Authority**" means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity;
- (q) "**Hazardous Substance**" means any substance, combination of substances or by-product of any substance which is or may become hazardous, toxic, injurious or dangerous to any person, property, air, land, water, flora, fauna or wildlife; and includes but is not limited to contaminants, pollutants, wastes and dangerous, toxic, deleterious or designated substances as defined in or pursuant to any Environmental Laws or Environmental Orders;
- (r) "**Information**" has the meaning ascribed to it in Section 11.3;
- (s) "**Interest**" means an undivided beneficial interest in the Property and any Assets located thereon;
- (t) "**Joint Venture**" has the meaning ascribed to it in subsection 2.7(a);
- (u) "**Joint Venture Agreement**" has the meaning ascribed to it in subsection 2.7(a);
- (v) "**LOI**" has the meaning ascribed to it in Recital A above;
- (w) "**Losses**" means actual losses, liabilities, damages, injuries, costs or expenses, including reasonable legal fees and expenses, suffered or incurred by the respective party;
- (x) "**Minerals**" means any and all ores (and concentrates or metals derived therefrom) of precious, base or industrial minerals, which, for greater certainty includes diamonds and all other precious or semi-precious stones, in, on or under the Property which may lawfully be explored for, mined and sold by the parties pursuant to the instruments of title under which the Property is held, excluding all placer gold;
- (y) "**Operative Date**" means the date that the Option is exercised (if it is exercised) in accordance with subsection 2.1(a);
- (z) "**Operator**" means at any time during the Option Period, LEH;
- (aa) "**Option**" has the meaning ascribed to it in subsection 2.1(a);
- (bb) "**Option Costs**" has the meaning ascribed to it in subsection 2.1(a)(ii);

- (cc) "**Option Period**" means the period from May 31, 2005 to the earlier of (i) the exercise of the Option in accordance with subsection 2.1(a) and (ii) the expiry or termination of the Option unexercised pursuant to this Agreement;
- (dd) "**Option Shares**" has the meaning ascribed to it in subsection 2.1(a)(i);
- (ee) "**party**" or "**parties**" means LEH, BSV and NGI and their respective successors and permitted assigns which become parties pursuant to the Agreement;
- (ff) "**Property**" means, subject to Section 2.4, all mineral claims set forth in Schedule "A", the Minerals thereon, all information obtained from Exploration Operations and those rights and benefits appurtenant to the Property, other than royalties but including, without limitation, surface rights, land use permits, leases and water rights that become subject to this Agreement;
- (gg) "**Proportionate Share**" means that share which is equal to a party's Interest expressed as a percentage;
- (hh) "**Release**" includes abandon, add, deposit, discharge, disperse, dispose, dump, emit, empty, escape, leach, leak, migrate, pour, pump, release or spill;
- (ii) "**Rights**" has the meaning ascribed to it in Section 7.1;
- (jj) "**Royalties**" means, at the date hereof, any royalties created by statute, the Bernier NSR and, subject to the prior written approval of LEH, any additional royalties that hereafter may affect the Property; and
- (kk) "**Vendors**" has the meaning ascribed to it in Recital A above.

1.2 General

In this Agreement, words importing gender will include all genders, words importing the singular number only will include the plural and vice versa, and any reference to any statute will be deemed to extend to and include any amendment or re-enactment of such statute.

1.3 Headings, etc.

The division of this Agreement into Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilised in the construction or interpretation of this Agreement. All references to Articles, Sections, subsections and Schedules are to Articles, Sections, subsections and Schedules of this Agreement.

1.4 Currency

All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed in Canadian dollars.

1.5 Severability

Any Section, subsection or other subdivision of this Agreement and any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable will be severed from this

Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and will not affect or impair the spirit or intent of the remaining provisions hereof.

1.6 Schedules

The following schedules are incorporated by reference and form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
A	Mineral Claims Comprising the Property
B	Joint Venture Terms
C	Bernier Agreement with NSR
D	Burke Agreement with Buyout

2. GRANT AND EXERCISE OF OPTION

2.1 Grant and Exercise of Option

- (a) The Vendors hereby grant to LEH the right and option (the "**Option**") to earn a 51% Interest by:
- (i) issuing to the Vendors (on a 50/50 basis) an aggregate of 400,000 Common Shares (the "**Option Shares**") as follows:
 - (A) 200,000 Common Shares within 5 Business Days following receipt by LEH of written approval of this Agreement by the TSX Venture Exchange; and
 - (B) 200,000 Common Shares on or before May 1, 2007; and
 - (ii) incurring aggregate Exploration Costs of \$1,000,000 (the "**Option Costs**") in respect of the Property by May 1, 2009, such costs to be incurred as follows:
 - (A) a cumulative amount of not less than \$200,000 on or before May 1, 2006;
 - (B) a cumulative amount of not less than \$400,000 on or before May 1, 2007;
 - (C) a cumulative amount of not less than \$700,000 on or before May 1, 2008; and
 - (D) a cumulative amount of not less than \$1,000,000 on or before May 1, 2009.
- (b) The expenditure of Option Costs in accordance with subsection 2.1(a)(ii) shall constitute a right of LEH in connection with the exercise of the Option and shall not constitute an obligation. In the event LEH does not incur the required minimum or aggregate Option Costs for a period in accordance with subsection 2.1(a)(ii), but wishes to maintain the Option in good standing, LEH shall be entitled to do so by making a non-refundable payment to the Vendors equal to the difference between the required minimum Option Costs for such period and the amount of Option Costs actually incurred before the end of the period.

- (c) If and effective on the date LEH has issued to the Vendors the Option Shares in accordance with subsection 2.1(a)(i) and has incurred all required Option Costs in accordance with subsection 2.1(a)(ii):
 - (i) LEH shall be deemed to have duly exercised the Option and earned a 51% Interest, free and clear of all encumbrances and charges other than the Royalties; and
 - (ii) each of the Vendor's Interest shall be deemed to have been reduced to 24.5%.
- (d) During the Option Period LEH shall have the right to be the Operator of all Exploration Operations in respect of the Property and, as Operator, will provide the administrative staff and services contemplated by Section 2.10. As Operator, LEH shall be responsible in its reasonable discretion for carrying out and administering exploration, development and mining work on the Property. As Operator, LEH shall have the sole, exclusive and immediate right to enter upon and conduct work on the Property and have quiet and exclusive possession of the Property, subject to the rights of the Vendors under this Agreement to enter in, upon or under the Property to inspect same.
- (e) LEH shall deliver to the Vendors within 90 days after the end of each period set out in subsection 2.1(a)(ii) a certificate of a senior officer stating the amount of Option Costs incurred in respect of such period and an itemized statement of such Option Costs.
- (f) Promptly after exercise of the Option by LEH, the Vendors shall convey a 51% Interest to LEH as a tenant in common and, prior to such transfer the Vendors shall hold legal title to such Interest in trust for LEH until such Interest has been duly registered or recorded with the Mining Recorder in British Columbia (the "Mining Recorder").

2.2 Obligations of the Vendors Regarding Property

- (a) The Vendors shall allow LEH access to all reports, maps, sections, drill logs, assay results, studies, technical data and other information in their possession, whether in paper or electronic form, in respect of the Property.
- (b) At all times the Vendors shall provide to LEH copies of all correspondence with or from the Mining Recorder pertaining to mineral tenure or assessment work in respect of the claims comprising the Property.

2.3 Obligations of LEH During Option Period

- (a) During the Option Period, LEH shall do such acts, and shall pay as Option Costs such taxes, fees and rents as may be required to keep the Property in good standing.
- (b) All work conducted, carried out or performed by LEH on the Property during the Option Period shall be done in a good and workmanlike manner in accordance with good mining practice and in compliance with all Applicable Laws of all Governmental Authorities, including without limitation, all Environmental Laws.

LEH shall not be considered to be in default of this covenant if it is opposing in good faith any allegations of a breach of compliance with all Applicable Laws.

- (c) During the Option Period, LEH shall complete the necessary filings to have all recordable work done by LEH on the Property applied as assessment credits on the Property.
- (d) During the Option Period, LEH as Operator shall maintain adequate insurance coverage in accordance with normal industry standards and practice, naming the parties as insured and protecting the parties from third party claims, and shall provide satisfactory evidence of such insurance at the request of the Vendors. Notwithstanding this subsection 2.3(d), each party may purchase at its own expense any other insurance that it wishes for its own protection.
- (e) During the Option Period, LEH as Operator shall pay or cause to be paid all invoices for all materials and services purchased in connection with its work on the Property that might give rise to a lien thereon. Should any such lien be recorded against the Property or any part thereof in consequence of any work done thereon, LEH shall, on such occurrence becoming known to it, forthwith take active proceedings to have such lien removed and shall have the same removed with all reasonable dispatch, provided however that LEH may, in good faith, diligently contest any claim of lien.
- (f) During the Option Period, LEH as Operator shall provide the Vendors with: (A) an annual report on or before March 31 of each calendar year indicating all results obtained or received by LEH in connection with the work on the Property and the compilation and interpretation thereof as well as a breakdown of the Option Costs incurred in carrying out such work reconciled with the budget for the relevant approved program for such time period and conclusions of drilling results; and (B) timely reports and information, including any technical reports prepared in accordance with Applicable Law, and forthwith upon the occurrence of any material results or other events, notice in reasonable detail, and will provide copies of relevant data, of such material results or events. Notwithstanding the provision of such reports and information by LEH, LEH shall not have any liability or responsibility to the Vendors in connection with any interpretation of such reports or results that it provides to the Vendors, or any information contained therein, and the Vendors agree that they will rely on their own appraisals and interpretations related thereto.
- (g) During the Option Period, LEH shall permit the Vendors and their agents and representatives at their own risk and expense, reasonable access to the Property at all times and to review and make copies (paper or electronic) of all reports, maps, sections, drill logs, assay results, studies and all other technical, accounting and financial records or data (paper or electronic) prepared by or on behalf of LEH in connection with any work done on or with respect to the Property, to the extent the same are in LEH's possession and the provision of such material does not create a hardship, within 20 days of any request thereof by the Vendors to LEH.

2.4 Right to Drop Claims

During the Option Period, LEH shall have the right to drop any claims forming part of the Property, provided LEH gives 30 days' notice to the Vendors and that sufficient work has been completed on the claims to be dropped to satisfy the expenditure requirements under the Applicable Laws to allow the Vendors to retain such claims being dropped for at least one (1) year after notice is given by LEH, and upon expiry of such 30 day period:

- (a) LEH shall have no further responsibility to maintain in good standing such claims; and
- (b) the claims so dropped will be excluded from the terms of the Option and for the purposes of this Agreement thereafter the term "Property" will exclude such dropped claims, except for the purposes of determining the aggregate Option Costs incurred on the Property which throughout will be based on the Option Costs on the retained and all dropped claims.

2.5 Termination of the Option

- (a) Subject to the obligations of the parties that expressly survive the termination of this Agreement, the Option and this Agreement shall automatically terminate:
 - (i) 10 days after receipt by the Vendors of notice from LEH that LEH will not incur any additional Option Costs under subsection 2.1(a)(ii); or
 - (ii) upon the agreement in writing of all parties; or
 - (iii) if LEH fails to issue the Option Shares or incur the Option Costs in accordance with subsection 2.1(a);

provided that for greater certainty, and without limitation, subsection 2.3(e), subsection 2.5(c), Article 4 Section 10.2 and Section 11.4 shall survive the termination of this Agreement for any reason.

- (b) The Vendors shall have the right to terminate the Option and this Agreement before LEH exercises the Option under the following circumstances:
 - (i) in the event of a material breach by LEH of its covenants contained in this Agreement or the representations and warranties contained in Article 3, subject to the Vendors having first provided to LEH written notice of such material breach (including sufficient details thereof) and LEH has not, within 30 days following receipt of such notice, cured such default or, if such default is not capable of being cured in 30 days, begun to cure such default within such 30 days; or
 - (ii) forthwith if LEH shall generally not pay its debts as such debts become due or LEH shall admit in writing its inability to pay its debts generally as such debts become due or if LEH shall make a general assignment for the benefit of creditors or if any proceedings shall be instituted by or against LEH under any bankruptcy, insolvency or similar law.

A termination of the Option and this Agreement by the Vendors under this subsection 2.5(b) shall not entitle LEH to reimbursement of any Option Costs incurred or relieve it of any obligations or liabilities arising hereunder prior to the time of termination.

- (c) Within 60 days of termination of the Option, LEH shall deliver to the Vendors all maps, reports, surveys and assays, drill core samples and other results of surveys and drilling and all other reports of information provided to LEH by the Vendors.
- (d) A party that ceases to be a party for any reason will not directly or indirectly through an agent, Affiliate or otherwise, acquire or permit to be acquired any interest in property within the Area of Interest for two (2) years after the effective date of such cessation. A party who breaches or whose Affiliate or agent breaches this subsection 2.5(d) will be obligated upon demand to convey to the remaining parties, in proportion to their then existing Interests, without cost, any such property or interest so acquired and pay all costs and expenses, including solicitor/client costs on a full indemnity basis, in enforcing such demand.
- (e) On termination of this Agreement under this Section 2.5, the Operator will have the power and authority to do all things on behalf of the parties which are reasonably necessary or convenient to wind up Exploration Operations, and complete any transaction and satisfy any obligation, unfinished or unsatisfied, at the time of such termination or withdrawal, if the transaction or obligation arises out of Exploration Operations conducted prior to such termination or withdrawal. The Operator will have the power and authority to grant or receive extensions of time or change the method of payment of an already existing liability or obligation, prosecute and defend actions on behalf of the parties and take any other reasonable action in any matter with respect to which the parties continue to have, or appear or are alleged to have, a common interest or a common liability.
- (f) The Operator will, if requested in writing by a party within 30 days after termination, make available for inspection and copying by that party, all factual geological, geochemical, geophysical and engineering data (not including interpretive data) and maps and available drill core, and the books and records pertaining to the Property which the Operator has obtained from or maintained for the Exploration Operations and which are then in the Operator's possession or control. The Operator will not be required to make any representation or warranty as to the accuracy or completeness of the data, maps, drill core, books and records and will not be liable on account of the use of the data, maps, drill core, books and records by any party or any other person.

2.6 Right to Audit

At any time during the Option Period, the Vendors may, with reasonable notice and at their own cost, undertake an audit of the accounting and financial records of LEH related to the Property for the current financial year and the most recently completed financial year of LEH. The Vendors and their auditors shall have until 2 months after the end of the financial year of LEH in which the Vendors' request is given to complete its audit and receive an audit report thereon. All written exceptions to and claims upon LEH for discrepancies in the amount of Option Costs disclosed by such audit shall be made not more than one (1) month after receipt by the Vendors of the audit

report. Failure to make any such exception or claim within the one (1) month period shall mean the accounting and financial records of LEH are accurate and correct and binding upon the parties.

2.7 Establishment of Joint Venture and Joint Venture Agreement

- (a) On and after the Operative Date, the parties shall enter into and participate in a joint venture (the "**Joint Venture**") for the purpose of further exploring the Property and, if deemed warranted, bringing all or a portion of the Property into commercial production by establishing and operating a mine or mines thereon. On or before the Operative Date, the parties will in good faith negotiate and enter into a joint venture agreement (the "**Joint Venture Agreement**") containing the terms set forth or referenced in Schedule "B" and such other terms commonly found in joint venture agreements in respect to mineral exploration and development as may be agreed to by the parties in good faith, acting reasonably.
- (b) For the purpose of the Joint Venture and dilution of Interests thereunder, upon the formation of the Joint Venture, each party will have deemed expenditures as follows:
 - (i) LEH - \$1,000,000
 - (ii) BSV - \$480,000
 - (iii) NGI - \$480,000

2.8 Several Rights and Obligations

The rights and obligations of each party will be in every case several and not joint or joint and several, the intent being that the parties hold their respective Interests as tenants in common.

2.9 No Partnership and Other Business Opportunities

- (a) The parties have not created a partnership and nothing contained in this Agreement will constitute any party the partner, agent or legal representative of any other party, or create any fiduciary relationship between them for any purpose whatsoever. No party will have any authority to act for, or to assume any obligation or responsibility on behalf of, any other party except as otherwise expressly provided herein.
- (b) Without limiting the generality of subsection 2.9(a), the parties confirm that each of them has the right:
 - (i) to mine and market production from other sources and to market its Proportionate Share of any Minerals all in competition with the other parties;
 - (ii) to stake or acquire lands or mineral properties outside the Area of Interest; and
 - (iii) not to disclose to the other parties information and data relating to lands and mineral properties outside the Area of Interest.

2.10 Administration Services

Until the Operative Date, the Operator will arrange for the provision of (i) technical staff and services, and (ii) accounting staff and services, and will be entitled to charge management fees of [10]% of Exploration Costs reduced to 5% on any single third party contract exceeding \$50,000.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Parties

Each party represents and warrants to the other as follows and acknowledges and confirms that the others are relying on such representations and warranties in entering into this Agreement:

- (a) it is a corporation duly incorporated, organized, validly existing and in good standing under the laws of its incorporating jurisdiction and is qualified to do business in those jurisdictions where necessary in order to carry out the purposes of this Agreement;
- (b) it has full power, capacity and authority to enter into and perform its obligations under this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (c) the execution and delivery of this Agreement will not violate or result in the breach of any Applicable Law to which it is subject or the terms of its constating documents;
- (d) neither the execution and delivery of this Agreement, nor the performance of the transactions contemplated hereunder, conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party;
- (e) this Agreement and all other agreements or instruments to be executed and delivered by such party hereunder have been duly executed and delivered by such party and constitute legal, valid and binding obligations of such party enforceable against it in accordance with their respective terms;
- (f) no consent from a lender or any third party is necessary to authorize such party to execute, deliver and perform its obligations under this Agreement;
- (g) there is no judgment, decree, injunction, ruling or order of any court, governmental department, commission, agency, instrumentality or arbitrator and no claim, suit, action, litigation, arbitration or governmental proceeding in progress, pending or threatened, which prevents or which seeks to prevent such party from entering into this Agreement; and
- (h) it has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any petition for a receiving order in bankruptcy filed against it, has not made a voluntary assignment in bankruptcy, has not taken any proceedings with respect to a compromise or arrangement, has not taken any proceeding to have itself declared bankrupt or wound-up, has not taken any proceeding to have a receiver appointed of any part of its assets, has not had any encumbrancer take possession of any of its property and

has not had any execution or distress become enforceable or become levied upon any of its property.

3.2 Representations and Warranties of the Vendors

Each of the Vendors represents and warrants to LEH as follows and acknowledges and confirms that LEH is relying on such representations and warranties in entering into this Agreement:

- (a) it is the registered and beneficial holder of a 100% legal and beneficial interest in those claims in respect of which it is referred to as "Owner" in Schedule "A", free and clear of any lien, pledge, mortgage, lease, sublease, charge, encumbrance, conflicting claims and rights of whatsoever nature and kind or other security interest therein, other than the Royalties;
- (b) Kenneth Burke, Peter Bernier and BSV are the registered and beneficial owners of a 100% legal and beneficial interest in those claims in which Kenneth Burke, Peter Bernier and BSV are referred to as "Owner" in Schedule "A" hereto, and these claims are free and clear of all liens, pledges, mortgages, leases, subleases, charges, encumbrances, conflicting claims and rights of whatsoever nature and kind or other security interests therein other than the Royalties;
- (c) Schedule "A" sets forth a true, accurate and complete description of the Property;
- (d) it has full authority to grant the Option to LEH and sell, assign, convey and transfer to LEH, as at the Operative Date, that portion of its Interest in and to the Property as required by this Agreement, subject to any necessary approvals from relevant Governmental Authorities;
- (e) the Bernier Agreement is in good standing, the Option has not been terminated pursuant to paragraph 6 thereof, and BSV is entitled to a bill of sale pursuant to paragraph 10 of the Bernier Agreement for the Claims as defined therein;
- (f) the Burke Agreement is in good standing and BSV shall pay to Kenneth Ralph Burke the sum of \$5,000 on or before October 1, 2005, and a further sum of \$5,000 on or before March 1, 2006, as long as this Agreement is in full force and effect, and shall complete the transfer of the mineral claims pursuant to paragraph 9 thereof;
- (g) to the best of its knowledge, the exploration and mining rights attaching to the Property (as described in Schedule "A") have been properly staked or otherwise properly constituted, as applicable, are properly recorded, and are valid and in good standing to the date hereof in accordance with Applicable Law, and all taxes and fees due thereon or in respect thereof to the date hereof have been paid in full;
- (h) it has caused work of sufficient value to be performed upon the Property or paid fees in lieu thereof through July 29, 2005 and up to the date shown in Schedule "A" as the "Expiry Date" and has recorded and filed proof thereof, all of which work, recordings and filings have been completed in accordance with applicable statutes pertaining to such work;
- (i) it has not entered into any material agreements and has not made any material commitment in respect of the Property other than the Bernier NSR;

- (j) to the best of its knowledge, and except as otherwise provided herein, there is no judgment, decree, injunction, ruling or order of any court, Governmental Authority, instrumentality or arbitrator and no claim, suit, action, litigation, arbitration or governmental proceeding in progress, pending or threatened against or relating to, and affecting any of the Property which prevents or which seeks to prevent it from entering into and performing its obligations hereunder and the transaction contemplated hereby;
- (k) to the best of its knowledge, the Property and the activities and operations that have been carried out thereon have been in compliance in all material respects with all Applicable Laws and directives of all Governmental Authorities and it has not received notice of non-compliance from any such Governmental Authorities and, to the best of its knowledge, no such notice has been threatened;
- (l) it has not entered into any labour contracts, collective bargaining agreements, or any other labour-related obligations and liabilities which may affect the Property or any operations conducted thereon;
- (m) to the best of its knowledge, all the lands covered by the Property are free and clear of any Hazardous Substance and there is no judicial or administrative proceeding pending and no Environmental Order has been issued or, to the best of its knowledge, threatened, concerning the possible violation of any Environmental Laws or Environmental Orders in respect of the Property;
- (n) there are no outstanding obligations or liabilities, contingent or otherwise, under any Applicable Law, including reclamation or rehabilitation work, associated with the Property or arising out of past exploration, development and/or mining activities carried out thereon other than the Royalties;
- (o) to the best of its knowledge, all environmental approvals required with respect to activities carried out by it on any part of the lands covered by the Property, have been obtained, are valid and in full force and effect, have been complied with and there have been and are no proceedings commenced or threatened to revoke or amend any such environmental approvals; and
- (p) it is not a non-resident person within the meaning of Section 116 of the *Income Tax Act* (Canada).

3.3 Representations and Warranties of LEH

LEH represents and warrants to each of the Vendors and acknowledges and confirms that LEH is not a "non-Canadian" within the meaning of the *Investment Canada Act* (Canada).

4. INDEMNITY AND LIABILITY OF THE OPERATOR

LEH shall indemnify and save harmless the Vendors from and against any and all claims, debts, demands, suits, actions and causes of action whatsoever which may be brought or made against the Vendors by any person, firm or corporation and all loss, cost, damages, expenses and liabilities which may be suffered or incurred by the Vendors arising out of or in connection with or in any way referable to, whether directly or indirectly, the entry on, presence on, or activities in, on or under the Property or the approaches thereto by LEH, or its servants, agents or representatives, including, without limitation, bodily injuries or death at any time resulting therefrom or damage to

property (it being acknowledged and agreed that the provisions of this paragraph 4 shall survive the termination of this Agreement or the exercise of the Option).

5. PARTITION

Each of the parties waives any right to partition of the Property or the Assets or any part thereof and no party will seek or be entitled to partition of the Property or the Assets whether by way of physical partition, judicial sale or otherwise.

6. FORCE MAJEURE

6.1 Suspension of Timing of Obligation

Time shall be of the essence of this Agreement provided, however, that, notwithstanding anything to the contrary contained herein, if any party should at any time or times during the currency of this Agreement be delayed in or prevented from complying with this Agreement, or LEH experiences delays in completing exploration work to meet the expenditure requirements under subsection 2.1(a)(ii), by reason of wars, acts of God, strike, lockouts or other industrial disputes, inability to access its place of business, acts of the public enemy, riots, weather conditions, fire, storm, flood, explosion, government restriction, failure to obtain any approvals required from regulatory authorities including environmental protection agencies, unavailability of equipment or qualified personnel, delays of transportation, breakdown of machinery, interference of persons primarily concerned about environmental issues or native rights pressure groups or other causes whether of the kind enumerated above or otherwise which are not reasonably within the control of the applicable party, excluding for greater certainty and without limitation, unavailability of funds, the period of all such delays resulting from such causes or any of them shall be excluded in computing the time within which anything required or permitted by the applicable party to be done, is to be done hereunder, including, in the case of LEH, not meeting the expenditure requirements under subsection 2.1(a)(ii), it being understood that the time within which anything is to be done hereunder shall be extended by the total period of all such delays. Nothing contained in this Article 6 shall require the applicable party to test the constitutionality of any enacted law.

6.2 Notification of Force Majeure

In the event that a party asserts that an event or events of force majeure has occurred, such party shall give notice in writing to the other parties specifying the following:

- (a) the commencement date and the cause and nature of the alleged event of force majeure;
- (b) a summary of the action such party or its representatives, agents, contractors or employees have taken to the date of such notice to correct the alleged event of force majeure;
- (c) confirmation as to all acts, actions and things done by such party or its representatives, agents, contractors or employees to terminate the event of force majeure; and
- (d) the reasonably expected duration of the period of force majeure.

A party claiming an event or events of force majeure shall provide ongoing monthly notice in writing to the other parties with respect to event or events of force majeure, including the matters

set out above, within 15 days of the end of each calendar month during the period of force majeure and shall provide prompt notice in writing to the other parties upon the termination of the event or events of force majeure.

6.3 Labour Disturbance or Dispute

Notwithstanding Sections 6.1 and 6.2, the terms of settlement of any labour disturbance or dispute, strike or lock-out will be wholly in the discretion of the Operator or the party claiming suspension of its obligations by reason thereof and the Operator or that party will not be required to accede to the demands of its opponents in any such labour disturbance or dispute, strike or lock-out solely to remedy or remove the cause of the prevention or delay.

7. RESTRICTIONS ON TRANSFERS

7.1 No Transfer Except in Accordance With This Agreement

During the Option Period, unless otherwise permitted or required by this Agreement, no party may transfer, assign or dispose of, in whole or in part, directly or indirectly, its Interest in the case of either Vendor, or the Option in the case of LEH (in either case referred to as "**Rights**").

7.2 No Transfer without Consent

Subject to Sections 7.3 and 7.4, no party may transfer, assign or dispose of, in whole or in part, directly or indirectly, its Rights without the consent of the other parties, which consent shall not be unreasonably withheld, and subject to the transferee agreeing to be bound by the terms of this Agreement. In addition, if the transferee is an Affiliate, the transferee must comply with subsection 7.4(a).

7.3 Notice and Exercise of Right of First Offer

A party intending to sell or dispose of all or a portion of its Rights (in this Article 7 called the "**Disposing Party**") will, prior to selling or disposing of the Rights other than to an Affiliate, first offer to sell the Rights to the other parties for such consideration and upon such other terms and conditions as the Disposing Party deems fit. The parties shall be entitled to elect, upon notice to the Disposing Party, within 30 days of its offer, to purchase the Rights to be disposed of (if more than one then in proportion to their Rights), in which case the closing of the sale and purchase shall take place at a mutually agreeable time and place within 10 business days after all conditions to such sale have been satisfied or waived. If, within 30 days of the Disposing Party's offer to sell, no party elects to purchase the Rights upon those terms and conditions then, notwithstanding Section 7.2, the Disposing Party will be free to dispose of those Rights to a third party at any time within six months but only for consideration equal to or greater than the cash consideration stated in the Disposing Party's offer to sell to the parties, and upon no more favourable terms and conditions as the offer to sell to the parties; provided, however, that the sale of the Rights to the third party shall be subject to the third party entering into an agreement with the parties whereby it agrees to be bound by the provisions of this Agreement. Any Rights not disposed of by the Disposing Party as aforesaid will remain subject to the provisions of this subsection. For the purposes of any comparison of consideration under this subsection, share consideration shall be considered to have the same value as its 20 trading day average closing price prior to the date of the agreement with the third party purchaser.

7.4 Exempt Transfers

Subsections 7.1, 7.2 and 7.3 will not apply to a transfer which is:

- (a) made by any party to an Affiliate of such party of all or part of such party's Rights, provided that: (i) the transferor will deliver notice of the transfer in writing to the other parties at least 10 days prior to the transfer; (ii) concurrently with such transfer, the transferee Affiliate will do or cause to be done all such acts as are required for the transferee Affiliate to become a party to this Agreement, and assume all obligations of the transferring party hereunder; (iii) the transferor executes such documents as the other parties may reasonably require to guarantee the performance of the obligations of the Affiliate hereunder; and (iv) the transferee Affiliate agrees in writing with the other parties to retransfer such Rights to the original party before ceasing to be an Affiliate of such original party; or
- (b) made by any party of all or part of such party's Rights as a result of a corporate merger, consolidation, amalgamation or reorganization by which the surviving entity will possess substantially all of the stock, or all of the property rights and interests, and be subject to substantially all of the liabilities and obligations of that party.

8. AMENDMENTS AND WAIVER

8.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior discussions and agreements with respect thereto including, without limitation, the LOI.

8.2 Amendments

An amendment or variation of this Agreement will be binding upon a party only if evidenced in writing executed by that party.

8.3 Waiver

The waiver by a party of any breach of this Agreement will only be binding upon that party if evidenced in writing and executed by that party. Any waiver will extend only to the particular breach so waived and will not limit any rights of such party with respect to any future breach.

9. ARBITRATION

9.1 Arbitration of Disputes

All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre ("BCICAC") by a sole arbitrator.

9.2 Notice to Arbitrate

Any party may refer any such matter to arbitration by written notice to the other parties and, within 30 days after receipt of such notice, the parties will endeavour to agree on the appointment of an arbitrator, who will be capable of commencing the arbitration within 21 days of his appointment. The arbitrator will be a person who by a combination of education and experience is competent to

adjudicate the matter in dispute and who has indicated his willingness and ability to act as arbitrator in accordance with this Article 9. If the parties are unable to agree on an arbitrator, a three member panel will be appointed consisting of one arbitrator appointed by the Vendors, one arbitrator appointed by LEH and such two appointees shall select a third arbitrator.

9.3 BCICAC Arbitration

The appointing authority for the arbitration will be the BCICAC. The case will be administered by the BCICAC in accordance with its "Procedures for Cases under the BCICAC Rules". The place of arbitration will be Vancouver, British Columbia, Canada and the language of the arbitration will be English.

9.4 Arbitration Award

The award of the arbitrator will be final and binding upon each of the parties and will not be subject to appeal or judicial review.

10. ADDITIONAL COVENANTS

10.1 Further Assurances

The parties hereto covenant and agree to do or cause to be done all acts or things necessary to implement and carry into effect the provisions and intent of this Agreement. Without limitation, each of the parties will from time to time execute and deliver all such further documents and instruments and do all such further acts and things as another party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

10.2 Indemnities

- (a) Each party shall indemnify and hold the other (and its directors, officers, employees and agents) harmless against and in respect of any and all Losses arising from, relating to or in any way connected with a breach by or default of the indemnifying party of the provisions of this Agreement including, in the case of the Vendors, a breach of the representations and warranties set forth in Section 3.2 of this Agreement.
- (b) Notwithstanding the generality of subsection 10.2(a), LEH shall indemnify and hold the Vendors and their directors, officers, employees and agents harmless against and in respect of any and all Losses arising from, relating to or in any way connected with the following:
 - (i) Any loss of life, injury to persons or property or damage to the Property or any part thereof, the natural environment or natural resources arising out of work or operations conducted on the Property by LEH, or caused by any act or omission on the part of LEH, during the Option Period including, without limitation, the actual, alleged or threatened disposal, release, storage, transportation, treatment, generation or escape of Hazardous Substances generated, stored, used, disposed of, treated, handled or shipped by LEH in connection with LEH's operations on the Property; and
 - (ii) Any clean up and remediation including, without limitation, all studies, tests, reports and investigations associated with the clean up and remediation of

Hazardous Substances released, disposed of or discharged by LEH in connection with LEH's operations on the Property during the Option Period.

- (c) Notwithstanding the generality of subsection 10.2(a), each of the Vendors shall indemnify and hold LEH and its directors, officers, employees and agents harmless against and in respect of any and all Losses arising from, relating to or in any way connected with the following:
- (i) Any loss of life, injury to persons or property or damage to the Property or any part thereof, the natural environment or natural resources arising out of work or operations conducted on the Property by the Vendors prior to or during the Option Period or caused by any act or omission on the part of the Vendors prior to or during the Option Period, including without limitation, the actual, alleged or threatened disposal, release, storage, transportation, treatment, generation or escape of Hazardous Substances generated, stored, used, disposed of, treated, handled on or shipped by the Vendors in connection with the Vendors' operations on the Property; and
 - (ii) Any clean up and remediation including, without limitation, all studies, tests, reports and investigations associated with the clean up and remediation of Hazardous Substances released, disposed of or discharged by the Vendors in connection with operations on the Property prior to or during the Option Period.

11. GENERAL

11.1 Regulatory Approvals

The rights and obligations of each of the parties under this Agreement shall be subject to and conditional upon receipt of the requisite approval of this Agreement and the transactions contemplated thereby by the TSX Venture Exchange and any other applicable Governmental Authority.

11.2 Notices

Any notice, direction or other instrument required or permitted to be given hereunder will be in writing and given by personal delivery or by delivering or sending it by facsimile or other similar form of communication addressed:

- (a) To LEH at:

L.E.H. Ventures Ltd.
Suite 206 – 837 West Hastings Street
Vancouver, British Columbia
V6C 3N6
Attention: John McGoran, President and CEO

Telephone: (604) 669-2066
Telefax: (604) 669-2066

(b) To BSV and NGI at:

Suite 1880 – 505 Burrard Street
Vancouver, British Columbia
V7X 1M6

Attention: David Allen

Telephone: 604-681-3864

Telefax : 604-681-1265

Any such notice, direction or other instrument given as aforesaid will be deemed to have been effectively given, if sent by facsimile or other similar form of telecommunication, on the next Business Day following such transmission or, if delivered, to have been received on the date of such delivery. Any party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice will be sent to such party at its changed address.

11.3 Public Statements

The text of any press release or other public statements which a party or its Affiliates consider they are required by law to make with respect to the Property or which are contained in any prospectus, annual information form, statement of material facts, registration statement, management information circular or other similar document will be provided to the other parties by notice at the time of publication or filing with the securities regulatory authorities or stock exchanges. No party will utilize the name of any other party in any press release or other public statement without the consent of that party unless required by law.

11.4 Confidentiality

Except as otherwise provided hereunder, the parties agree to treat all information, data, reports and other records (including the terms and existence of this Agreement and the identity of the parties) (collectively, the "**Information**") relating to the Property as confidential and will not disclose such Information to any person other than their legal advisers or auditors without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that no party will be liable for any such disclosure if such Information:

- (a) becomes generally available to the public other than as a result of a disclosure by a party or its representatives in violation of this Agreement;
- (b) was available to a party on a non-confidential basis without violation of this Agreement prior to its disclosure by any party;
- (c) becomes available to a party on a non-confidential basis without violation of this Agreement from a source other than another party or any representative of another party provided that such source is not bound by a duty of confidentiality to any of the parties;
- (d) is made to any contractor, consultant, surety or any entity which provides financing for a party, where any such person reasonably needs to know such Information in the course of providing services to or otherwise dealing with the party making such disclosure and has executed a confidentiality undertaking containing provisions at least as onerous as in this Section 11.4;

- (e) is made to a potential buyer in contemplation of a sale of such party's Rights, provided such buyer executes a confidentiality undertaking containing provisions at least as onerous as in this Section 11.4, excluding this paragraph (e); or
- (f) is required to be disclosed by Applicable Laws, provided that a party first notifies the other parties that it believes it is required to disclose such Information and it allows a reasonable period of time for the disclosure of such Information to be contested.

The provisions of this Section 11.4 shall survive the termination of this Agreement for a period of one year.

11.5 Expenses

Each party will pay its own legal and other costs and expenses incurred in connection with the drafting of this Agreement and agrees to save harmless each other party from and against any and all claims whatsoever for any commissions or other remuneration payable or alleged to be payable to anyone acting on its behalf.

11.6 Time of Essence

Subject only to Article 6, time is of the essence of this Agreement.

11.7 Successors and Assigns

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns under Article 7.

11.8 Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia. Each of the parties agrees to submit and attorn to the non-exclusive jurisdiction of the Courts of the Province of British Columbia on any actions commenced between the parties or any of them that are not subject to arbitration under Article 9.


11.9 Counterparts

This Agreement may be executed in any number of counterparts and delivered by facsimile or other electronic means, each of which counterpart will be considered to be an original and all of which will together constitute one and the same document.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the year and date set forth on the first page of this Agreement.

L.E.H. VENTURES LTD.

By: _____


Name: John McGoran
Title: President and CEO

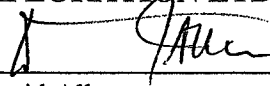
BRIGHT STAR VENTURES LTD.

By: _____


Name: David Allen
Title: President

NETWORK EXPLORATION LTD.

By: _____


Name: David Allen
Title: President

**This is Schedule "A" to the Option Agreement
dated as of July 29, 2005 between
L.E.H. Ventures Ltd., Bright Star Ventures Ltd. and Network Exploration Ltd.**

**MINERAL CLAIMS COMPRISING THE PROPERTY
SITUATED IN THE SIMILKAMEEN MINING DIVISION OF BRITISH COLUMBIA**

Item No.	Tenure No	Claim Name	Owner No - %	Map No.	Expiry Date	Status	Mining Division	Area Hta	Tag No
1	390249	ARRASTRA 1	143924 (100%)	092H046	2005/SEP/09	GOOD	SIMILKAMEEN	25	713017M
2	396550	ARRASTRA 2	143924 (100%)	092H046	2005/SEP/09	GOOD	SIMILKAMEEN	25	713018M
3	396551	ARRASTRA 3	143924 100%	092H046	2005/SEP/09	GOOD	SIMILKAMEEN	25	713019M
4	396548	ARRASTRA	143924 100%	092H047	2005/SEP/09	GOOD	SIMILKAMEEN	300	214864
5	389349	BUCK 1	102205 100%	092H047	2005/SEP/08	GOOD	SIMILKAMEEN	450	221331
6	389470	BUCK 2	102205 100%	092H047	2005/SEP/10	GOOD	SIMILKAMEEN	25	701822M
7	389471	BUCK 3	102205 100%	092H047	2005/SEP/10	GOOD	SIMILKAMEEN	25	701823M
8	389472	BUCK 4	102205 100%	092H047	2005/SEP/10	GOOD	SIMILKAMEEN	25	701824M
9	389350	BUCK 5	102205 100%	092H047	2005/SEP/08	GOOD	SIMILKAMEEN	400	221335
10	389474	BUCK 6	102205 100%	092H047	2005/SEP/11	GOOD	SIMILKAMEEN	450	221336
11	389473	BUCK 7	102205 100%	092H046	2005/SEP/11	GOOD	SIMILKAMEEN	200	221337
12	389476	BUCK 8	102205 100%	092H046	2005/SEP/10	GOOD	SIMILKAMEEN	25	684500M
13	389477	BUCK 9	102205 100%	092H046	2005/SEP/10	GOOD	SIMILKAMEEN	25	700008M
14	389475	BUCK 10	102205 (100%)	092H046	2005/SEP/10	GOOD	SIMILKAMEEN	400	221330
15	390039	BUCK 11	102205 100%	092H047	2005/SEP/13	GOOD	SIMILKAMEEN	450	240371
16	389621	BUCK 13	102205 100%	092H047	2005/SEP/16	GOOD	SIMILKAMEEN	300	240373
17	390040	BUCK 15	102205 100%	092H046	2005/OCT/02	GOOD	SIMILKAMEEN	225	221332
18	392082	PINE 7	103729 100%	092H046	2006/MAR/02	GOOD	SIMILKAMEEN	500	210969
19	390613	PINE 20	103729 100%	092H047	2005/OCT/14	GOOD	SIMILKAMEEN	25	669125M
20	390614	PINE 21	103729 100%	092H047	2005/OCT/14	GOOD	SIMILKAMEEN	25	669127M
21	390615	PINE 22	103729 100%	092H047	2005/OCT/14	GOOD	SIMILKAMEEN	25	635841M
22	390616	PINE 23	103729 100%	092H047	2005/OCT/14	GOOD	SIMILKAMEEN	25	635842M
23	390617	PINE 24	103729 100%	092H047	2005/OCT/17	GOOD	SIMILKAMEEN	25	635845M
24	391467	PINE 30	103729 100%	092H046	2005/DEC/15	GOOD	SIMILKAMEEN	500	228181
25	397791	BSV #1	143924 100%	092H047	2005/OCT/25	GOOD	SIMILKAMEEN	25	702477M
26	397792	BSV #2	143924 100%	092H047	2005/OCT/25	GOOD	SIMILKAMEEN	25	702478M
27	397793	BSV #3	143924 100%	092H047	2005/OCT/25	GOOD	SIMILKAMEEN	25	702479M
28	397794	BSV #4	143924 100%	092H047	2005/OCT/30	GOOD	SIMILKAMEEN	25	702480M
29	390250	AMY #6	103729 100%	092H046	2005/SEP/23	GOOD	SIMILKAMEEN	25	601144M
30	390251	AMY #7	103729 100%	092H046	2005/DEC/15	GOOD	SIMILKAMEEN	25	601145M
31	390252	AMY #8	103729 100%	092H056	2005/SEP/23	GOOD	SIMILKAMEEN	25	601146M
32	390253	AMY #9	103729 100%	092H056	2005/SEP/23	GOOD	SIMILKAMEEN	25	601147M
33	390246	PINE #1	103729 100%	092H056	2005/SEP/29	GOOD	SIMILKAMEEN	25	601148M
34	390247	PINE #2	103729 100%	092H056	2005/SEP/29	GOOD	SIMILKAMEEN	25	601149M
35	390248	PINE #3	103729 100%	092H056	2005/SEP/29	GOOD	SIMILKAMEEN	25	601150M
36	390249	PINE #4	103729 100%	092H056	2005/SEP/29	GOOD	SIMILKAMEEN	25	601157M
	Totals?	36 claims			Units =	192	Hectares =	4800	
			Owner No.						
			103729		KENNETH RALPH BURKE				
			143924		BRIGHT STAR VENTURES LTD.				
			102205		PETER REAL BERNIER				

**This is Schedule "B" to the Option Agreement
dated as of July 29, 2005 between
L.E.H. Ventures Ltd., Bright Star Ventures Ltd. and Network Exploration Ltd.**

JOINT VENTURE TERMS

1. Participating Interests

Initial interests and initial investments will be as set forth in the Option Agreement, subject to adjustment if a participant elects not to participate (by simple dilution of interest—see item 5 below) or, having elected to participate, defaults in paying its cost share (by double dilution of interest—see item 5 below).

2. Management Committee

The joint venture will be under the management of a management committee consisting of one representative of each participant and at least one alternative representative, with each participant's representative collectively holding one vote for each percent of such participant's interest, and decision-making on the basis of a simple majority vote with a casting vote for the operator. A quorum for any management committee meeting shall be present if the representatives of all participants are present.

3. Operator

- (a) LEH will be the first operator and remain so unless its interest is reduced below 50% or it resigns or is removed for default. Upon LEH ceasing as operator, the participant other than LEH with the highest interest shall be the operator.
- (b) The non-operators may refer a question of operator default to arbitration if they are outvoted on a management committee motion to remove the operator for default.
- (c) The operator must keep the property in good standing and free of encumbrances, comply with laws, and maintain proper books and accounts and adequate insurance.
- (d) The operator must conduct joint venture activities according to approved programs and budgets, with sole responsibility for non-approved overruns exceeding [20]% on exploration programs and [15]% on development and other programs, and otherwise in accordance with good mining practices.
- (e) The operator will have the right to cash call in advance to cover anticipated approved program expenditures, including a reasonable amount of working capital.
- (f) The operator's charges for management will be: [10]% of exploration costs, reduced to [5]% on any single third party contract exceeding \$[50,000]; [5]% of construction costs; and [3]% of mine operating costs. This charge is intended as a reimbursement of the costs of the time incurred by head office management and support functions in respect of approved programs on the project, which is not otherwise billed as a cost. The charge has been established as an estimate of anticipated management and administrative costs and on the basis that the party

acting as operator shall not profit nor suffer loss by virtue of acting in its capacity as operator providing these services.

- (g) The operator will have a lien on the non-operators' interests to secure the non-operators' cost share of expenditures, and the right to advance the cost share of a party in default, any such advances to be accounted for in the dilution formulae outlined in item 5 below.

4. Programs

- (a) Prior to a production decision, the operator will submit annual exploration programs for management committee approval, and will report on results on a quarterly basis.
- (b) Unless a feasibility study was delivered prior to the formation of the joint venture, the management committee may approve a program which contemplates the preparation of a feasibility report at such time, if any, as it deems fit.
- (c) A development program will be prepared by the operator based on a feasibility study approved by the management committee.
- (d) Each party must finance its own cost share of development costs, with the right to pledge its interest for such purpose.
- (e) After commencement of commercial production, the operator will submit annual operating programs for management committee approval.

5. Participation in Programs and Dilution

- (a) Parties will have an election as to whether to participate in any approved exploration program or approved development program up to the amount of its interest at such time.
- (b) Electing to participate in an approved program will make a participant liable for its agreed cost share of all expenditures for that program.
- (c) Electing not to participate in an approved program will result in dilution of interest, i.e. each party's interest will be calculated as follows:

$$\frac{AB + Y}{B + C}$$

(Where:

A = the interest of the party being diluted prior to the start of the Relevant Program, as defined below;

B = the sum of all deemed and prior contributions of all parties prior to the start of the Relevant Program;

Y = the actual contributions (if any) of the diluting party to the Relevant Program;
and

C = the total amount actually contributed by all parties to the Relevant Program;
and

"**Relevant Program**" means a program to which the diluting party elected not to contribute and such Program is subsequently funded by the other parties increasing their contribution by the amount of the shortfall.)

and the contributing parties' interests will be correspondingly increased.

- (d) A participant's failure to pay its cost share of an approved program after electing to participate will constitute default and result in double dilution of interest, i.e. the defaulting party's interest will be:

$$\frac{AB + Y}{2[B + C]}$$

(A, B, Y and C having the meanings given above.)

and the non-defaulting parties' interests will be correspondingly increased.

- (e) Dilution to 5.0% or less will effect a deemed surrender of an interest in the joint venture and conversion of such interest to a 1.5% net smelter returns royalty with a \$5 million buyout, which royalty will be in a form to be agreed by the parties.
- (f) There will be no election as to participation in an approved operating program.

6. **Disposition of Production**

- (a) Each participant shall have the right to take its share of production in kind.
- (b) The operator will be free to sell the share of production of any participant who fails to take its share in kind or make arrangements for sale, deducting its costs and expenses from the proceeds.

7. **Transfers of Interests**

- (a) The joint venture agreement will contain the provisions in Article 7 (Restrictions on Transfer) of the Option Agreement, with the necessary modifications, and such additional provisions as may be agreed to by the parties.
- (b) No encumbrances of any interest will be permitted except for financing of development and then subject to the joint venture agreement and the operator's lien.

8. **Withdrawal and Winding Up**

No withdrawal by a party or winding up of the joint venture will be permitted without adequate payment of or security for reclamation and closure costs.

9. **Dispute Resolution**

The joint venture agreement will contain the provisions in Articles 9 (Deadlocks and Disputes) and 10 (Arbitration) of the Option Agreement, with the necessary modifications, and such additional provisions relating thereto as may be agreed to by the parties.

10. **Other**

The joint venture agreement will contain to the extent relevant the other provisions of the Option Agreement not referred to in this Schedule "B", including without limitation those provisions in Articles 3 (Representations and Warranties), 4 (Indemnity and Liability of the Operator), 6 (Force Majeure), 12 (General) and the indemnities in Section 11.2, all with the necessary modifications, and such additional provisions relating thereto as may be agreed to by the parties.

**This is Schedule "C" to the Option Agreement
dated as of July 29, 2005 between
L.E.H. Ventures Ltd., Bright Star Ventures Ltd. and Network Exploration Ltd.**

BERNIER AGREEMENT WITH NSR

(See attached)

BUCK OPTION AGREEMENT

THIS AGREEMENT made effective September 3, 2002.

BETWEEN:

PETER REAL BERNIER, at PO Box 2226 Prince George, BC
Canada V2N 2J8

(hereinafter called the "Optionor")

OF THE FIRST PART

AND:

BRIGHT STAR VENTURES LTD. a body corporate, duly
incorporated under the laws of the Province of British Columbia
having an office situate at #205 555 Burrard St. Vancouver, BC
Canada V7X 1M7 (hereinafter called the "Optionee")

OF THE SECOND PART

WHEREAS:

- A. The Optionor is the registered and beneficial owner of those mineral claims located in Similkameen Mining Division in the Province of British Columbia, as more particularly described in Schedule "A" hereunto annexed; and
- B. The Optionor have agreed to grant to the Optionee the right, privilege and option to explore the aforementioned claims together with the right, privilege and option to purchase the aforementioned claims upon terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises, the mutual covenants and agreements herein contained to be kept and performed by each of the parties hereto, the parties hereto hereby agree as follows:

1. **DEFINITIONS**

For the purposes of this Agreement:

- a. "Claims" means those mineral claims more particularly described in Schedule "A" hereunto annexed;
- b. "Commercial Production" means Operating the Property as a Mine for the purpose of earning revenues, but shall not include milling of ores for the purpose of testing or milling by a pilot plant or milling during an initial tune-up period of a plant.

- c. "Effective Date" shall mean the date on which the Toronto Venture Exchange (the "Exchange") delivers written notice to the Optionee that the Exchange has accepted this Agreement for filing;
- d. "Expenditures" means all cash, expenses, obligations and liabilities of whatever kind or nature spent or incurred directly or indirectly by the Optionee up to and including the date of commencement of Commercial Production in connection with the exploration and development of the Claims, the acquisition of Other Tenements, and the equipping of the Property for Commercial Production, including, without limiting the generality of the foregoing, monies expended in maintaining the Property in good standing by doing and filing assessment work, in doing geophysical, geochemical and geological surveys, drilling, assaying and metallurgical testing, in paying the fees, wages, salaries, traveling expenses, and fringe benefits (whether or not required by law) of all persons engaged in work in respect to and for the benefit of the Property, in paying for the food, lodging and other reasonable needs of such men, and in supervision and management of all work done with respect to and for the benefit of the Property, plus an amount not to exceed 10% of such Expenditures as compensation for overhead and other similar expenses which the Optionee will incur but which cannot be specifically allocated; and sufficient initial working capital to finance the first three months of production as in the opinion of the Optionee is required for the Operation of the Property as a Mine;
- e. "Mineral Products" means the products derived from Operating the Property as a Mine;
- f. "Mining Facilities" means all mines and plants, including without limitation, all pits, shafts, haulageways, and other underground workings, and all buildings, plants, facilities and other structures, fixtures and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, on or outside the Property and relating to the Operation of the Property as a Mine;
- g. "Net Smelter Returns" means the net amount shown due by the smelter or other place of sale from the sale of Mineral Products, as indicated by its returns or settlement sheets, after payment of (1) all freight charges from the shipping point to the smelter or other place of sale, (2) all other proper treatment or other charges at such smelter or other place of sale, and (3) provincial or federal royalties due and payable on production, if any;
- h. "Operating the Property as a Mine/Operation of the Property as a Mine" means the extraction or production of minerals or metals from the Property, the milling, smelting, refining, beneficiating, and other processing of such minerals and metals and the marketing of Mineral Products;
- i. "Other Tenements" means all surface rights of and to any lands within or outside the Claims including surface rights held in fee or under lease, license, easement, right of way or other rights of any kind (and all renewals, extensions and amendments thereof) acquired by or on behalf of the Optionee with respect to the Property;
- j. "Property" shall mean the Claims; and

- k. "Purchase Option" shall mean the right and option to purchase granted hereunder by the Optionor to the Optionee and more particularly set forth in section 4.

2. OPTIONOR' REPRESENTATIONS

2.1 The Optionor represents and warrants to the Optionee that:

- a. The Optionor is, and at the time of each transfer of any of the Claims to the Optionee will be, the recorded holder and beneficial owner of the Claims free and clear of all liens, charges, encumbrances and claims of others and no taxes or rentals are due in respect thereof;
- b. the Claims have been duly and validly staked, located and recorded in accordance with all applicable laws, are valid and subsisting mineral claims in good standing until the dates indicated in Schedule "A", and all assessment work required to be filed against, and all taxes required to be paid in respect of, the Claims have been filed and paid;
- c. there are no adverse claims or challenges against or to the ownership of or title to any of the Claims nor to the knowledge of the Optionor is there any basis therefor, and there are no outstanding agreements or options to acquire or purchase the Claims or any portion thereof or any rights therein, and no person has any royalty or other interest whatsoever in production from the Claims;
- d. the Optionor have the full right, authority and capacity to enter into this Agreement and dispose of the interest in the Claims as provided for herein without first obtaining the consent of any other person or body corporate and neither the entry into this Agreement nor the consummation of the transaction herein contemplated will
 - i. 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 shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Optionor is a party or by which it is bound or to which it is subject, or
 - ii. constitute a violation of any order, rule, or regulation which has or may have an effect on the Optionor;
- e. there is no litigation or administrative or governmental proceedings or enquiries pending or to the knowledge of the Optionor, threatened, relating to the Optionor, the Optionor' business or the Claims nor does the Optionor know or have any reasonable grounds for believing that there is any basis for any such actions, proceedings or enquiries; and
- f. no proceedings are pending for, and the Optionor is unaware of any basis for the institution of any proceedings which could lead to the placing of the Optionor in

bankruptcy or subject the Optionor to any other laws governing the affairs of insolvent persons.

- 2.2 The representations and warranties of the Optionor set out in subsection 2.1 above form a part of this Agreement and are conditions upon which the Optionee has relied in entering into this Agreement and shall survive the acquisition of any interest in the Property by the Optionee.
- 2.3 The Optionor will indemnify and save the Optionee 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 him and contained in this Agreement.

3. OPTIONEE'S REPRESENTATIONS

The Optionee warrants and represents to the Optionor that:

- a. it has full corporate power and authority to enter into this agreement;
- b. the entering into of this agreement does not conflict with any applicable laws or with its charter documents nor does it conflict with, or result in a breach of, or accelerate the performance required by any contract or other commitment to which it is party or by which it is bound;
- c. it is eligible to acquire and hold interests in the jurisdiction in which the Claims are situated;
- d. it is a reporting issuer in good standing in the Province of British Columbia;
- e. the Optionee is an "exchange issuer" (as that term is defined in the Securities Act (British Columbia)) not in default under the said Act;
- f. the common shares of the Optionee are listed and called for trading on the Exchange;
- g. the Optionee is up to date with all of its filings with the securities regulatory bodies having jurisdiction;
- h. the Optionee is not in default under its Listing Agreement with the Exchange; and

- i. the shares of the Optionee to be issued and delivered to the Optionor hereunder will be free of all restrictions on transfer, other than those imposed by law or by a securities regulatory body.

4. PURCHASE OPTION

In consideration of the payment to the Optionor by the Optionee of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Optionor, the Optionor hereby give and grant to the Optionee the sole and exclusive right and option (the "Purchase Option") to purchase a 100% undivided right, title and interest in and to the Claims subject to a 2.0% Net Smelter Returns royalty reserved in favour of the Optionor by performing the acts and deeds and paying the sums provided for in section 6.

5. RIGHT OF ENTRY

For so long as the Purchase Option continues in full force and effect, the Optionee, his employees, agents and independent contractors shall have the sole and exclusive right and option to:

- a. enter upon the Property;
- b. subject to the provisions of subparagraph 11b hereof, have exclusive and quiet possession of the Property; and
- c. incur Expenditures.

6. TERMINATION OF PURCHASE OPTION AND OTHER PAYMENTS

Subject to the provisions of section 15 of this Agreement, the Purchase Option granted hereunder shall terminate unless:

- a. within forty-five days of the Effective Date, the Optionee pays to the Optionor the sum of \$12,000.00;
- b. within forty-five days of the Effective Date, the Optionee issues and delivers to the Optionor 20,000 fully paid and non-assessable common shares in the capital stock of the Optionee;

7. CONDITIONS PRECEDENT

In accordance with the terms of its listing agreement with the Toronto Venture Exchange, the rights and obligations of the Optionee under this Agreement are subject to an Effective Date being determined on or before October 30, 2002 and, failing the establishment of an Effective Date by that date, the Optionee may terminate this Agreement by notice in writing to the Optionor.

8. EXERCISE OF PURCHASE OPTION

When the Optionee has paid the sums and performed the acts and deeds set forth in section 6, and provided the Optionee is not in default hereunder, the Purchase Option shall have been exercised and the Optionee shall own absolutely a 100% undivided right, title and interest in and to the Claims subject to a 2.0% Net Smelter Returns royalty reserved in favour of the Optionor as described in section 9.

9. NET SMELTER RETURNS ROYALTY

9.1 On the date the Optionee commences Commercial Production, the Optionor shall be entitled to receive and the Optionee shall pay to the Optionor 2.0% of Net Smelter Returns.

9.3 If, as and when the Optionee has paid the Optionor the aggregate amount of \$100,000.00 in Net Smelter Return Royalties the Net Smelter Return shall then be terminated and cancelled.

9.4 The Optionee shall be under no obligation whatsoever to place the Property into Commercial Production and in the event it is placed into Commercial Production, the Optionee shall have the right, at any time, to curtail or suspend such production as it, in its absolute discretion, may determine.

9.5 Net Smelter Returns and the payments payable to the Optionor hereunder shall be adjusted and paid quarterly, and, within ninety (90) days after the end of each fiscal year 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, and 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.

9.6 For the purposes of subsection 9.5, the Optionor or their representatives duly appointed in writing shall have the right at all reasonable times, upon written request, to inspect those books and financial records of the Optionee as are relevant to the determination of Net Smelter Returns, and, at the expense of the Optionor, to make copies thereof.

10. TRANSFER OF MINERAL CLAIMS

Concurrently with the payment of cash and issuance of shares as set out in subparagraph 6a & 6b hereof, the Optionor shall deliver to the Optionee a Bill of Sale of the Claims providing for the transfer of the Claims to the Optionee, which the Optionee shall, at its own cost, be entitled to record with the appropriate government offices provided that the Optionee shall hold its recorded interest in the Claims subject to the terms of this Agreement. Concurrently with the delivery of such Bill of Sale, the Optionee shall deliver to a mutually acceptable escrow agent a Bill of Sale transferring the Claims to the Optionor, to be held by the escrow agent and delivered to the Optionor in the circumstances set out in subparagraph 12a.

11. COVENANTS OF THE OPTIONEE

During the currency of this Agreement, the Optionee shall:

- a. keep the Claims free and clear of all liens, charges and encumbrances arising from its operations hereunder and in good standing by the doing and filing of all necessary work and by the doing of all acts and things and making of all other payments, including taxes, which may be necessary in that regard, and maintain the Purchase Option in good standing;
- b. permit the Optionor, or their representative, duly authorized by him in writing, at his own risk and expense, access to the Property at all reasonable times and to all records prepared by the Optionee in connection with work done on or with respect to the Property;
- c. conduct all work on or with respect to the Property in a careful and miner-like manner and in accordance with the applicable laws of British Columbia and indemnify and save the Optionor harmless from any and all claims, suits or actions made or brought against the Optionor as a result of work done by the Optionee on or with respect to the Property; and
- d. obtain and maintain, or cause any contractor engaged hereunder to obtain and maintain, during any period in which active work is carried out on the Property, adequate insurance.

12. OBLIGATIONS OF THE OPTIONEE ON TERMINATION

If this Agreement is terminated before the Optionee exercises the Purchase Option, the Optionee shall:

- a. retransfer the Property as then constituted to the Optionor free and clear of all charges and encumbrances arising from the Optionee's operations hereunder and with assessment work filed on the Claims for at least 12 months following termination;
- b. remove from the Property within 6 months of the effective date of termination, all Mining Facilities erected, installed or brought upon the Property by or at the instance of the Optionee, and any Mining Facilities remaining on the Property after the expiration of the said period of 6 months shall, without compensation to the Optionee but only with the prior written consent of the Optionor, become the property of the Optionor.

13. ADDITIONAL TERMINATION

In addition to any other termination provisions contained in this Agreement, the Optionee, provided it has paid the cash and issue the shares referred to in subsections 6a & 6b, shall have the right to terminate this Agreement by giving notice of such termination to the Optionor, and in the event of such termination, this Agreement, save and except the provisions of section 12 (being the obligations of the Optionee on termination), shall be of no further force and effect.

Peter Real Bernier,
 PO Box 2226
 Prince George, BC
 Canada V2N 2J8

and in the case of the Optionee addressed as follows:

Bright Star Ventures Ltd.
 #205 555 Burrard St.
 Vancouver, BC
 Canada V7X 1M7

all with a copy to:

Werbes Sasges & Company
 Barristers & Solicitors
 Suite 708 - 1111 West Hastings Street
 Vancouver, B.C. V6E 2J3

and any notice given as aforesaid shall be deemed to have been given, if delivered, when delivered, or if mailed, or telegraphed, on the second business day after the date of mailing or telegraphing thereof.

17.2 Either party may from time to time by notice in writing change its address for the purpose of this section.

18. **OPTION ONLY**

Until the Purchase Option is exercised, this is an option only and except as specifically provided otherwise, nothing herein contained shall be construed as obligating the Optionee to do any acts or make any payments hereunder and any act or acts or payments made hereunder shall not be construed as obligating the Optionee to do any further acts or make any further payments.

19. **RELATIONSHIP OF PARTIES**

Nothing contained in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute either party a partner, agent or legal representative of the other party.

20. **FURTHER ASSURANCES**

The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect the provisions and intent of this Agreement.

21. **TIME OF ESSENCE**

Time shall be of the essence of this Agreement.

22. TITLES

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

23. CURRENCY

All funds referred to under the terms of this Agreement shall be funds designated in the lawful currency of the Canada.

24. NONSEVERABILITY

This Agreement shall be considered and construed as a single instrument and the failure to perform any of the terms and conditions in this Agreement shall constitute a violation or breach of the entire instrument or Agreement and shall, subject to section 15, constitute the basis for cancellation or termination.

25. APPLICABLE LAW

This Agreement shall be interpreted and construed in accordance with the laws in force from time to time in the Province of British Columbia.

26. RULE AGAINST PERPETUITIES

If any right, power, or interest of any party in any property under this Agreement would violate the rule against perpetuities, then such right, power, or interest shall terminate at the expiration of 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 this Agreement.

27. INDEPENDENT LEGAL ADVICE

Each of the parties acknowledges and confirms that:

- a. Werbes Sasges & Company has acted solely for and independently represented the Optionee in connection with the transactions referred to in this Agreement; and
- b. both the Optionee and Werbes Sasges & Company have recommended to the Optionor and the Shareholder that they seek and obtain independent legal and tax advice from their respective solicitors with respect to this Agreement and the transactions referred to herein prior to its execution and the Optionor and the Shareholder have been provided sufficient opportunity to do so and understand the terms of, and their respective rights and obligations under, this Agreement.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

29. REGULATORY APPROVAL

In accordance with the terms of its listing agreement with the Toronto Venture Exchange, the rights and obligations of the Optionee under this Agreement are subject to this Agreement being accepted for filing by that Exchange on a day (the "Effective Date") occurring on or before October 30, 2002, and, failing the establishment of an Effective Date by October 30, 2002, the Optionee may terminate this Agreement by notice in writing to the Optionor with no further obligations or liabilities on the part of the Optionee. The condition precedent contained in this Section is inserted for the exclusive benefit of the Optionee and the Optionee may waive the condition by written notice to the other parties hereto.

30. ASSIGNMENT

This agreement is freely assignable by the Optionor. The agreement is assignable by the Optionee with the prior written consent of the Optionor (which consent shall not be unreasonably withheld) if the assignment occurs before the consideration provided for in paragraphs 6(a) have been fully paid and satisfied, and thereafter without the consent of the Optionor.

31. PERIMETER CLAUSE

The Optionor agreed that there is be a ⁵10-mile perimeter clause (from all mineral claims in which Bright Star Ventures Ltd. has an interest in) subject to that the Optionor or its associates will stake all future mineral claims in the perimeter as agent for Bright Star Ventures Ltd. at the Optionees' expense for a reasonable amount during the term of this agreement. *ALSO THE*

Optionee agrees to give Sabrex the First opportunity to perform any mining exploration or development work which they require to be done provided the price or cost is competitive.

See Amended PERIMETER CLAUSE ON FAX FROM SABREX DATED AUG. 26/02 and Signed by HENRY CHUNG Representative for Bright STAR
PETE BEAVER SEPT. 4/02 WILLIAM YEOMANS VENTURES
ALSO Representing Bright STAR LTO.
SABREX WCY William C. Yeomans



Box 4534 Queen, B.C. V2J-3J3
Toll Free 1-877-492-4455
Tel/Fax (250) 992-5085
Mail@SabreX.com
www.SabreX.com

FAX COVER PAGE

Send To: Bright Star Ventures Ltd.	From: Pete Bernier
Attention: Mr. Henry Jung	Date: Aug 26/02
Office Location: Vancouver B.C.	Office Location: Queen's B.C.
Fax Number: 604 681-1265	Phone Number: 250-992-5085



Urgent
 Reply ALLP
 Please Comment
 Please Answer
 For your information X

Total pages, including cover: 3

Comments:

Mr. Jung
 As per our conversation the week of the 12th here is a contract for the additional claims.
 Another one will have to be drawn up for the ANNE 5, D1-3, R1-3.

1. PERIMETER CLAUSE

- The ^{Options} Options agreed that there is to be a 5-mile perimeter clause (from all mineral claims in which Bright Star Ventures Ltd. has an interest in) subject to that the Options or its associates will stake all future mineral claims in the perimeter as agent for Bright Star Ventures Ltd. at the Options' expense for a reasonable amount during the term of this agreement. Bright Star Ventures Ltd. agrees to give SabreX the first opportunity to perform any mining exploration or development work which they require to be done provided the cost or price is competitive

Best Regards .

Pete Bernier

SABREX. wcy

SEPT. 4/02

WILLIAM

WILLIAM GEOMANS

Bright STAR

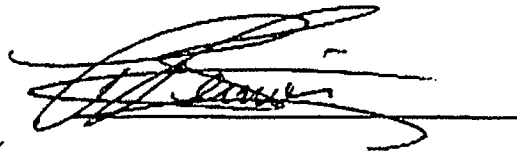
31. ENUREMENT

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

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by **PETER REAL BERNIER** in the)
presence of:)

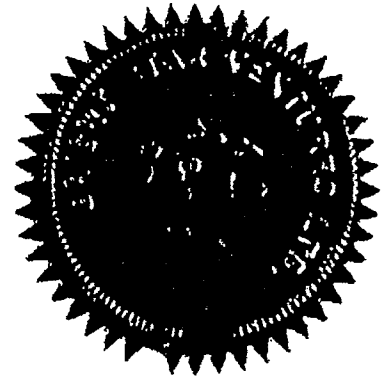
William C. Yeomans)
Witness)
3225 Oriole Dr., Westbank)
Address)
V4T 1A4)
Postal Code)



William C. Yeomans

THE CORPORATE SEAL of)
BRIGHT STAR VENTURES LTD. was)
hereunto affixed in the presence of:)

Reg Hanley)



SCHEDULE "A"

TO THE OPTION AGREEMENT DATED AS OF SEPTEMBER 3, 2002, BETWEEN
 PETER REAL BERNIER OF THE FIRST PART AND
 BRIGHT STAR VENTURES LTD. OF THE SECOND
 PART

THE "CLAIMS"

NTS: 92H/10W

Mining Division: Similkameen, B.C.

<u>Tenure Number</u>	<u>Claim Name</u>	<u>Owner Number</u>	<u>Map Number</u>	<u>Work Recorded To</u>	<u>Status</u>	<u>Mining Division</u>	<u>Area</u>	<u>Tag Number</u>
371981	BUCK 5	102205 100%	092H047	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	688436M
371982	BUCK 6	102205 100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	688437M
371983	BUCK 7	102205 100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	684974M
371984	BUCK 8	102205 100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	689264M
371985	BUCK 9	102205 100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	689265M
371986	BUCK 10	102205 100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	689266M
371987	BUCK 11	102205 100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	689267M
371988	BUCK 12	102205 100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	689268M
371989	BUCK 13	102205 100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	689269M
371990	BUCK 14	102205 100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	689270M

<u>371992</u>	BUCK 21	<u>102205</u>	100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	689272M
<u>371993</u>	BUCK 22	<u>102205</u>	100%	092H046	2001.09.09	Included 2001.09.10	18 SIMILKAMEEN	1 un	689273M
<u>372168</u>	BUCK 35	<u>102205</u>	100%	092H047	2001.09.17	Included 2001.09.17	18 SIMILKAMEEN	1 un	691930M
<u>372169</u>	BUCK 36	<u>102205</u>	100%	092H047	2001.09.17	Included 2001.09.17	18 SIMILKAMEEN	1 un	691931M
<u>372170</u>	BUCK 37	<u>102205</u>	100%	092H047	2001.09.17	Included 2001.09.17	18 SIMILKAMEEN	1 un	691933M
<u>372171</u>	BUCK 38	<u>102205</u>	100%	092H047	2001.09.17	Included 2001.09.17	18 SIMILKAMEEN	1 un	691932M
<u>372172</u>	BUCK 39	<u>102205</u>	100%	092H047	2001.09.17	Included 2001.09.17	18 SIMILKAMEEN	1 un	691934M
<u>372173</u>	BUCK 40	<u>102205</u>	100%	092H047	2001.09.17	Included 2001.09.17	18 SIMILKAMEEN	1 un	691935M
<u>372174</u>	BUCK 41	<u>102205</u>	100%	092H047	2001.09.17	Included 2001.09.17	18 SIMILKAMEEN	1 un	691937M
<u>372175</u>	BUCK 42	<u>102205</u>	100%	092H047	2001.09.17	Included 2001.09.17	18 SIMILKAMEEN	1 un	691936M
<u>372176</u>	BUCK 43	<u>102205</u>	100%	092H047	2001.09.17	Included 2001.09.17	18 SIMILKAMEEN	1 un	691938M
<u>372177</u>	BUCK 44	<u>102205</u>	100%	092H047	2001.09.17	Included 2001.09.17	18 SIMILKAMEEN	1 un	691939M
<u>372738</u>	BUCK 46	<u>102205</u>	100%	092H046	2001.10.03	Included 2001.10.03	18 SIMILKAMEEN	1 un	691944M
<u>372739</u>	BUCK 47	<u>102205</u>	100%	092H046	2001.10.03	Included 2001.10.03	18 SIMILKAMEEN	1 un	691945M
<u>372740</u>	BUCK 48	<u>102205</u>	100%	092H046	2001.10.03	Included 2001.10.03	18 SIMILKAMEEN	1 un	691946M
<u>372741</u>	BUCK 49	<u>102205</u>	100%	092H046	2002.10.03	Good Standing 2002.10.03	18 SIMILKAMEEN	1 un	691947M

<u>372742</u>	BUCK 50	<u>102205</u> 100%	092H056	2001.10.03	Included 2001.10.03	18 SIMILKAMEEN	1 un	691940M
<u>372743</u>	BUCK 51	<u>102205</u> 100%	092H056	2001.10.03	Included 2001.10.03	18 SIMILKAMEEN	1 un	691941M
<u>372744</u>	BUCK 54	<u>102205</u> 100%	092H056	2001.10.03	Included 2001.10.03	18 SIMILKAMEEN	1 un	691918M
<u>372745</u>	BUCK 55	<u>102205</u> 100%	092H056	2001.10.03	Included 2001.10.03	18 SIMILKAMEEN	1 un	691919M
<u>389349</u>	BUCK 1	<u>102205</u> 100%	092H047	2002.09.08	Good Standing 2002.09.08	18 SIMILKAMEEN	18 un	221331
<u>389350</u>	BUCK 5	<u>102205</u> 100%	092H047	2002.09.08	Good Standing 2002.09.08	18 SIMILKAMEEN	16 un	221335
<u>389470</u>	BUCK 2	<u>102205</u> 100%	092H047	2002.09.10	Good Standing 2002.09.10	18 SIMILKAMEEN	1 un	701822M
<u>389471</u>	BUCK 3	<u>102205</u> 100%	092H047	2002.09.10	Good Standing 2002.09.10	18 SIMILKAMEEN	1 un	701823M
<u>389472</u>	BUCK 4	<u>102205</u> 100%	092H047	2002.09.10	Good Standing 2002.09.10	18 SIMILKAMEEN	1 un	701824M
<u>389473</u>	BUCK 7	<u>102205</u> 100%	092H046	2002.09.11	Good Standing 2002.09.11	18 SIMILKAMEEN	8 un	221337
<u>389474</u>	BUCK 6	<u>102205</u> 100%	092H047	2002.09.11	Good Standing 2002.09.11	18 SIMILKAMEEN	18 un	221336
<u>389475</u>	BUCK 10	<u>102205</u> 100%	092H046	2002.09.10	Good Standing 2002.09.10	18 SIMILKAMEEN	16 un	221330
<u>389476</u>	BUCK 8	<u>102205</u> 100%	092H046	2002.09.10	Good Standing 2002.09.10	18 SIMILKAMEEN	1 un	684500M
<u>389477</u>	BUCK 9	<u>102205</u> 100%	092H046	2002.09.10	Good Standing 2002.09.10	18 SIMILKAMEEN	1 un	700008M
<u>389621</u>	BUCK 13	<u>102205</u> 100%	092H047	2002.09.16	Good Standing 2002.09.16	18 SIMILKAMEEN	12 un	240373
<u>390039</u>	BUCK 11	<u>102205</u> 100%	092H047	2002.09.13	Good Standing 2002.09.13	18 SIMILKAMEEN	18 un	240371

<u>390040</u>	BUCK 15	<u>102205</u> 100%	092H046	2002.10.02	Good Standing 2002.10.02	18 SIMILKAMEEN	9 un	221332

**This is Schedule "D" to the Option Agreement
dated as of July 29, 2005 between
L.E.H. Ventures Ltd., Bright Star Ventures Ltd. and Network Exploration Ltd.**

BURKE AGREEMENT WITH BUYOUT

OPTION AGREEMENT

THIS AGREEMENT made effective 1 st of November 2003.

BETWEEN:

Mr. Kenneth Ralph Burke at Box 2B Comp 9 Coalmont BC, Canada
V0X 1G0,

(hereinafter called the "Optionor")

OF THE FIRST PART

AND:

Bright Star Ventures Ltd. a body corporate. Duly incorporated under
the laws of the Province of British Columbia having an office situate at
#1880 505 Burrard Street, Vancouver, BC, V7X 1M6;

(hereinafter called the "Optionee")

OF THE SECOND PART

WHEREAS:

A. The Optionor are the registered and beneficial owners of those mineral claims located in Similkameen Mining Division in the Province of British Columbia, as more particularly described in Schedule "A" hereunto annexed; and

B. The Optionor have agreed to grant to the Optionee the right, privilege and option to explore the aforementioned claims together with the right, privilege and option to purchase a 60% of the Optionor' right, title and interest in the various mineral claims subject to all payments made in Section 6 (a) AND an additional 40% can be purchased by the Optionee from the Optionor subject to the payment in section 4 (b) upon terms and conditions hereinafter set forth;

C. The Optionor and the Optionee has agreed that upon the effective date of this Agreement, that the Letter Agreement dated September 27, 2001 and as more particularly described in Schedule "B" hereunto annexed between the Optionor and the Optionee will become null and void.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for in consideration of the premises, the mutual covenants and agreements herein contained to be kept and preformed by each of the parties hereto, the parties hereto hereby agree as follows:

1. DEFINITIONS

For the purposes of this agreement:

- a. "Claims" means thoes mineral claims more particularly described in Schedule "A" hereunto annexed;

- b. "Commercial Production" means Operating the Property as a Mine for the purpose of earning revenues, but shall not include milling of ores for the purpose of testing or milling by a pilot plant or milling during an initial tune-up period of a plant.
- c. "Effective Date" shall mean the date on which the Toronto Venture Exchange (the "Exchange") delivers written notice to the Optionee that the Exchange has accepted this Agreement for filing;
- d. "Expenditures" means all cash, expenses, obligations and liabilities of whatever kind or nature spent or incurred directly or indirectly by the Optionee up to and including the date of commencement of Commercial Production in connection with the exploration and development of the Claims, the acquisition of Other Tenements, and the equipping of the Property for Commercial Production, including, without limiting the generality of the foregoing, monies expended in maintaining the Property in good standing by doing and filing Assessment work, in doing geophysical, geochemical and geological surveys, drilling, assaying and metallurgical testing, in paying fees, wages, salaries, traveling expenses, and fringe benefits (whether or not required by law) of all persons engaged in work in respect to and for the benefit of the Property, in paying for the food, lodging and other reasonable needs of such men, and in supervision and management of all work done with respect to and for the benefit of the Property, plus an amount not to exceed 10% of such Expenditures as compensation for overhead and other similar expenses which the Optionee will incur but which cannot be specifically allocated; and sufficient initial working capital to finance the first three months of production as in the opinion of the Optionee is required for the Operation of the Property as a Mine;
- e. "Gross Proceeds" means, for any period, the aggregate gross revenues received by the Optionee during the period from the sale of Mineral Products derived from Operating the Property as a Mine and any cash proceeds received during the period from the disposition of any capital assets the cost of which has been treated as an Expenditure or a Postproduction Capital Expense;
- f. "Mineral Products" means the products derived from Operating the Property as a Mine;
- g. "Mining Facilities" means all mines and plants, including without limitation, all pits, shafts, haulage ways, and other underground workings, and all buildings, plants, facilities and other Structures, fixtures and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, on or outside the Property and relating to the Operation of the Property as a Mine;
- h. "Net Smelter Returns" means the net amount shown due by the smelter or other place of sale from the sale of Mineral Products, as indicated by its returns or settlement sheets, after payment of (1) all freight charges from the shipping point to the smelter or other place of sale, (2) all other proper treatment or other charges at such smelter or other place of sale, and (3) provincial or federal royalties due and payable on production, if any;
- i. "Operating the Property as a Mine/Operation of the Property as a Mine" means the extraction or production of minerals from the Property, the milling, smelting, refining, beneficiating, and other processing of such minerals and metals and the and the marketing of Mineral Products;

- j. "Property" shall mean the Claims; and
- k. "Purchase Option" shall mean the right and option to purchase granted hereunder by the Optionor to the Optionee and more particularly set forth in section 4.

2. OPTIONOR'S REPRESENTATIONS

2.1 The Optionor represents and warrants to the Optionee that:

- a. The Optionor is, and at the time of each transfer of any of the Claims to the Optionee will be, the recorded holder and beneficial owner of the Claims free and clear of all liens, Charges, encumbrances and claims of others and no taxes or rentals are due in respect thereof;
- b. the Claims have been duly and validly staked, located and recorded in accordance with all applicable laws, are valid and subsisting mineral claims in good standing until the dates Indicated in Schedule "A", and all assessment work required to be filed against, and all taxes required to be paid in respect of, the Claims have been filed and paid;
- c. there are no adverse claims or challenges against or to the ownership of or title to any of the Claims nor to the knowledge of the Optionor is there any basis therefore, and there are no outstanding agreements or options to acquire or purchase the Claims or any portion thereof or any rights therein, and no person has any royalty or other interest whatsoever in production from the Claims;
- d. the Optionor have the full right, authority and capacity to enter into this Agreement and dispose of the interest in the Claims, the Option, and the Optioned Claims as provided for herein without first obtaining the consent of any other person or body corporate and neither the entry into this Agreement nor the consummation of the transaction herein contemplated will.
- e.
 - i. 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 shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Optionor are a party or by which it is bound or to which it is subject, or
 - ii. constitute a violation of any order, rule, or regulation which has or may have an effect on the Optionor;
- f. there is no litigation or administrative or government proceedings or enquiries pending or to the knowledge of the Optionor, threatened, relating to the Optionor, the Optionor' business or the Claims nor does the Optionor know or have any reasonable grounds for believing that there is any basis for any such actions, proceedings or enquiries; and
- g. no proceedings are pending for, and the Optionor are unaware of any basis for the institution of any proceedings which could lead to the placing of the Optionor in bankruptcy or subject The Optionor to any other laws governing the affairs of insolvent persons.

2.2 The representations and warranties of the Optionor set out in subsection 2.1 above form a part of this Agreement and are conditions upon which the Optionee has relied in entering into this Agreement and shall survive the acquisition of any interest in the property by the Optionee.

2.3 The Optionor will indemnify and save the Optionee 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 him and contained in this Agreement.

2.4 The Optionor acknowledges and agrees that the Optionee has entered into this Agreement relying on the warranties and representation and other terms and conditions of this Agreement and that no information which is now known or which may hereafter become known to the Optionee shall limit or extinguish the right to indemnity hereunder, and, in addition to any other remedies he may pursue, the Optionee may deduct the amount of any such loss or damage from any amounts payable by him to the Optionor hereunder.

3. OPTIONEE'S REPRESENTATIONS

3.1 The Optionee warrants and represents to the Optionor that it is a body corporate, duly incorporated under the laws of the Province of British Columbia with full power and absolute capacity to enter into this Agreement and that the terms of this Agreement have been authorized by all necessary corporate acts and deeds in order to give effect to the terms hereof.

4. PURCHASE OPTION

- a. In consideration of the payment to the Optionor by the Optionee of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Optionor, the Optionor hereby give and grant to the Optionee the sole and exclusive right and option to purchase a 60% undivided right, title and interest in and to the claims by performing the acts and deeds and paying the sums provided for in section 6 (a) and
- b. In consideration of the payment to the Optionor by the Optionee of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Optionor, the Optionor hereby give and grant to the Optionee the sole and exclusive right and option to purchase a 40% undivided right, title and interest in and to the claims by the Optionee for the Consideration of \$100,000. This option expires March 1, 2006.

5. RIGHT OF ENTRY

For so long as the Purchase Option continues in full force and effect, the Optionee, his employees, agents and independent contractors shall have the sole and exclusive right and option to:

- a. enter upon the Property;
- b. have exclusive and quiet possession of the Property;
- c. incur Expenditures;

- d. bring upon and erect upon the Property such Mining Facilities as the Optionee may consider advisable and Operate the Property as a Mine; and
- e. remove from the Property and sell or otherwise dispose of Mineral Products.

**6. TERMINATION OF PURCHASE
OPTION AND OTHER PAYMENTS**

Subject to the provisions of this Agreement, the Purchase Option granted hereunder shall terminate unless:

- a. the Optionee paid the Optionor \$5,000 on November 1, 2003 which is acknowledged as received;
the Optionee pays the Optionor \$5,000 on March 1, 2004;
the Optionee pays the Optionor \$5,000 on October 1, 2004;
the Optionee pays the Optionor \$5,000 on March 1, 2005; ✓
the Optionee pays the Optionor \$5,000 on October 1, 2005; ✓
the Optionee pays the Optionor \$5,000 on March 1, 2006; ✓

7. CONDITIONS PRECEDENT

In accordance with the terms of its listing agreement with the Toronto Venture Exchange, the rights and obligations of the Optionee under this Agreement are subject to an Effective Date being determined on or before September 15, 2004 and, failing the establishment of an Effective Date by that date, the Optionee may only terminate this Agreement by notice in writing at any time.

8. EXERCISE OF PURCHASE OPTION

- 8.1 When the Optionee has paid the sums and preformed the acts and deeds set forth in section 6 (a), the Purchase Option shall have been exercised and the Optionee shall own absolutely a 60% undivided right, title and interest in and to the Claims, AND
- 8.2 When the Optionee has preformed the acts and deeds set forth in section 4 (b), the purchase Option shall have been exercised and the Optionee shall own absolutely a 40% undivided Right, title and interest in and to the Claims.

9. TRANSFER OF MINERAL CLAIMS

Concurrently with the execution of this Agreement, the Optionor and the Optionee agreed to enter into an escrow agreement to be held by the Mr. Tom Kampman, The Ellis Street Law Group in Penticton, BC. Bright Star Ventures Ltd. agrees to pay all fees for the escrow Agreement.

10. COVENANTS OF OPTIONEE

During the currency of this Agreement, the Optionee shall:

- a. keep the Claims free and clear of all liens, charges and encumbrances arising from its operations hereunder and in good standing by the doing and filling of all necessary work and by the doing of all acts and things and making of all other payments, including taxes, which may be necessary in that regard, and maintain the Option in good standing;
- b. permit the Optionor, or their representative, duly authorized by him in writing, at his own risk and expense, access to the Property at all reasonable times and to all records prepared by the Optionee in connection with work done on or with respect to the Property;
- c. conduct all work on or with respect to the Property in a careful and miner-like manner and in accordance with the applicable laws of British Columbia and indemnify and save the Optionor harmless from any and all claims, suits or actions made or brought against the Optionor as a result of work done by the Optionee on or with respect to the Property; and
- d. obtain and maintain, or cause any contractor engaged hereunder to obtain and maintain, during any period in which active work is carried out on the Property; adequate insurance.

11. OBLIGATIONS OF THE OPTIONEE ON TERMINATION

If this Agreement is terminated before the Optionee exercises the Purchase Option, the Optionee shall:

- a. re-transfer the Property as then constituted to the Optionor free and clear of all charges and encumbrances arising from the Optionee's operations hereunder and with assessment work filed on the Claims for at least 24 months following termination;
- b. deliver to the Optionor, at the expense of the Optionees, within 60 days of his written request a comprehensive report on all work carried out by the Optionee on the Property (limited to factual matters only) together with copies of all maps, drill logs, assay results and other factual technical data compiled by the Optionee with respect to the Property; and
- c. have the right to remove from the Property within 6 months of the effective date of termination, all Mining Facilities erected, installed or brought upon the Property by or at the instance of the Optionee, and any Mining Facilities remaining on the Property after the expiration of the said period of 6 months shall, without compensation to the Optionee, become the property of the Optionor.

12. ADDITIONAL TERMINATION

In addition to any other termination provisions contained in this Agreement, the Optionee shall have the right to terminate this Agreement by giving notice of such termination to the Optionor, and in the event of such termination, this Agreement, save and except the provisions of section 11 (being the obligations of the Optionee on termination), shall be of no further force and effect.

13. FORCE MAJEURE

If the Optionee is prevented from delayed in complying with any provisions of this Agreement by reasons of strikes, labour disputes, lockouts, labour shortages, power shortages, fires, wars, acts of God, government regulations restricting normal operations or any other reason or reasons beyond the control of the Optionee, the time is limited for the performance of various provisions of this Agreement as set out above shall be extended by a period of time equal in length to the period of such prevention and delay, and the Optionee, insofar as is possible, shall promptly give written notice to the Optionor of the particulars of the reasons for any prevention or delay under this section, and shall take all reasonable steps to remove the cause of such prevention or delay and shall give written notice to the Optionor as soon as such cause ceases to exist.

14. NOTICE

14.1 Any notice required to be given under this Agreement shall be deemed to be well and sufficiently given if delivered, or if mailed by registered mail in Canada, in the case Optionor addressed as follows:

Mr. Kenneth Ralph Burke
Box 2B Comp. 9
Coalmont, BC,
Canada V0X 1W0

and in the case of the Optionee addressed as follows:

Bright Star Ventures Ltd.
1880 505 Burrard Street
Vancouver, BC,
Canada V7X 1M6

all with a copy to:

Werbes Sasges & Company
708-1111 West Hastings Street
Vancouver, BC,
Canada V6E 2J3

and any notice given as aforesaid shall be deemed to have been given, if delivered, when delivered, or if mailed, or telegraphed, on the second business day after the date of mailing or telegraphing thereof.

14.2 Either party may from time to time by notice in writing change its address for the purpose of this section

15. OPTION ONLY

Until the Purchase Option is exercised, this is an option only and except as specifically provided otherwise, nothing herein contained shall be construed as obligating the Optionee to do any acts or make any payments hereunder and any act or acts or payments made hereunder shall not be construed as obligating the Optionee to do any further acts or make any further payments.

16. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute either party a partner, agent or legal representative of the other party.

17. FURTHER ASSURANCES

The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect the provisions and intent of this Agreement.

18. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

19. TITLES

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

20. CURRENCY

All funds referred to under the terms of this Agreement shall be funds designated in the lawful currency of Canada.

21. NONSERVERABILITY

This agreement shall be construed and construed as a single instrument and the failure to perform any of the terms and conditions in this Agreement shall constitute a violation or breach of the entire instrument or Agreement and shall, constitute the basis for cancellation or termination.

22. APPLICABLE LAW

This Agreement shall be interpreted and construed in accordance with the laws in force from time to time in the Province of British Columbia.

23. RULE AGAINST PERPETUITIES

If any right, power, or interest of any party in any property under this Agreement would violate the rule against perpetuities, then such right, power, or interest shall terminate at the expiration of 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 this Agreement.

24. INDEPENDENT LEGAL ADVICE

Each of the parties acknowledges and confirms that:

- a. Werbes Sasges & Company has acted solely for and independently represented the Optionee

in connection with the transactions referred to in this Agreement; and

- b. both the Optionee and Werbes Sasges & Company have recommended to the Optionor and the Shareholder that they seek and obtain independent legal and tax advice from their respective solicitors with respect to this Agreement and the transactions referred to herein prior to its execution and the Optionor and the Shareholder have been provided sufficient opportunity to do so and understand the terms of, and their respective rights and obligations under, this Agreement.

25. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

26. REGULATORY APPROVAL


In accordance with the terms of its listing agreement with the Toronto Venture Exchange, the rights and obligations of the Optionee under this Agreement are subject to this Agreement being accepted for filing by that Exchange on a day (the "Effective Date") occurring on or before September 15, 2004, and, failing the establishment of an Effective Date by September 15, 2004, the Optionee may terminate this Agreement by notice in writing to the Optionor with no further obligations or liabilities on the part of the Optionee. The condition precedent contained in this Section is inserted for the exclusive benefit of the Optionee and the Optionee may waive the condition by written notice to the other parties hereto and upon any such waiver of the condition, this Agreement shall be in force and binding on the parties and, notwithstanding any other provision of this Agreement, the date of the waiver shall be deemed the Effective Date of this Agreement.

27. ENUREMENT

This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by **KENNETH RALPH BURKE** in the)
Presence of:)
_____)
Witness)
Camp 15 SITE 3A)
Address)
Coburns UOX16D.)
Postal Code)



THE CORPORATE SEAL OF)
BRIGHT STAR VENTURES LTD. was)
Hereunto affixed in the presence of:)
_____)
_____)

(c/s)

SCHEDULE "A"

TO THE OPTION AGREEMENT DATED AS OF _____, BETWEEN
KENNETH RALPH BURKE OF THE FIRST PART AND
BRIGHT STAR VENTURES LTD. OF THE SECOND PART

<u>TENURE NUMBER</u>	<u>CLAIM NAME</u>
390246	PINE #1
390247	PINE #2
390248	PINE #3
390249	PINE #4
390250	AMY #6
390251	AMY #7
390252	AMY #8
390253	AMY #9
390613	PINE 20
390614	PINE 21
390615	PINE 22
390616	PINE 23
390617	PINE 24
391467	PINE 30
391468	PINE 31
391469	PINE 32
392082	PINE 7
404276	AMY 10
404277	AMY 11
404278	AMY 12
404279	AMY 13

} Not a LEH

} Not a LEH

404280

404281

404282

404283

404284

404285

404286

AMY 14

AMY 15

AMY 16

AMY 17

AMY 18

AMY 19

AMY 20

NOT A L E H

October 30, 2003

Agreement in Principle Between Bright Star Ventures Ltd. and Kenneth Burke

That the Agreement of Sept. 29, 2001 be cancelled and replaced as follow:

That all the Pine Claims be transferred to Bright Star Ventures Ltd.

That all the Amy claims in the September 29, 2001 agreement be transferred to Bright Star Ventures Ltd. except for the Amy 3 claim that will be returned to Mr. Kenneth Burke.

Bright Star Ventures Ltd. agrees to pay effective the date of the final agreement \$30,000 of which \$5,000.00 is payable on October 1, 2003 and every six months thereafter at \$5,000 per payment until the \$30,000.00 is paid in full.

The claims acquired by Bright Star Ventures Ltd. pursuant to this Agreement will be subject to the terms of a similar agreement entered into between Golden Spike Exploration, Kenneth Burke, and Marion Grant with Bright Star Ventures Ltd. except for the payment terms and the option to acquire Mr. Kenneth Burke interest.

Kenneth Burke agrees to provide an option to Bright Star Ventures Ltd. to acquire any interest Kenneth Burke has in the existing agreement for \$100,000.00.

The parties reflecting the preceding terms in good faith will enter into a formal agreement and time is of the essence.

The Parties as indicated by their signature below agree to the preceding terms.


Mr. Kenneth Burke


Bright Star Ventures Ltd.

SCHEDULE B

LETTER AGREEMENT BETWEEN MR. KENNETH BURKE & BRIGHT STAR VENTURES LTD.

Mr. Kenneth Burke agree to sell the Amy #3 and the Amy 5, 6, 7, 8, and 9 mineral claims (the "Amy Claims") and provide staking services to acquire mineral claims for Bright Star Ventures Ltd. in the Tulameen Ultramafic Complex for the following amounts.

1. \$50,000 to be paid over a period of 5 years commencing with the first payment on of \$10,000 on October 1, 2001 and \$5,000 paid on October 1, 2002 with payments of \$5,000 every six months thereafter for a total of \$50,000 over the five-year period.
2. A personal computer system with specifications to be approved by Kenneth Burke but not to exceed \$2,500.00
3. A snowmobile to be approved by Kenneth Burke but not to exceed \$8,000.00. The snowmobile is to be available for Bright Star Ventures Ltd. use at no charge other than fuel costs.
4. The Amy Claims except for all payments will be subject to a similar agreement as the Golden Spike Exploration Ltd. and Kenneth Burke, and Marion Grant Option Agreement with Bright Star Ventures Ltd.
5. There will be a 10-mile perimeter clause (from all mineral claims in which Bright Star ventures Ltd. has an interest in), and Mr. Kenneth Burke or associates will stake all future mineral claims in the perimeter area as agent for Bright Star Ventures Ltd. during the term of this agreement.
6. A consulting fee of \$250 per day and pre-approved travel expenses on any work requested by Bright Star Ventures Ltd. done by Mr. Kenneth Burke.
7. Mr. Kenneth Burke will use his best efforts at Bright Star Ventures Ltd. expenses to confirm his ownership of the Amy 3 mineral claim.

Both Bright Star Ventures Ltd. and Mr. Kenneth Burke agree to the preceding terms.

Dated: September 27, 2001

"Kenneth Burke"

"Henry Jung"

Mr. Kenneth Burke

Bright Star Ventures Ltd.

