Pebble Creek Resources Ltd.

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October 6, 2006

Broadcast Capital Corp.
Suite 200, 615 – 3rd Avenue S.W.
Calgary, Alberta T2P 0G6

Attention: David C.M. Bell, President and Chief Executive Officer

Dear Sirs:

This letter is intended to confirm our agreement to effect a business combination of Pebble Creek Resources Ltd. ("Pebble Creek") and Broadcast Capital Corp. ("Broadcast") pursuant to which shareholders of Pebble Creek will acquire control of Broadcast, and Pebble Creek will become a wholly-owned subsidiary of Broadcast (the "Transaction"). This letter sets forth the basic terms of our agreement (the "Agreement").

Qualifying Transaction

1. The Transaction will be effected by way of a plan of arrangement between Pebble Creek and its shareholders under the provisions of the Business Corporations Act (British Columbia) ("BCA") (the "Arrangement") pursuant to which each common share of Pebble Creek (a "Pebble Creek Share") outstanding prior to the effectiveness of the Arrangement will be exchanged for one common share of Broadcast (a "Broadcast Share"), being a one-for-one exchange ratio (the "Exchange Ratio"), and on such terms and conditions as the parties may agree as shall be set out in a Plan of Arrangement.

2. The effective date of the Transaction and the exchange and distribution of shares contemplated under the Arrangement will be the first practicable business day (Saturday, Sundays and holidays excluded) after the date by which:

   (a) the Arrangement is approved by the shareholders of Pebble Creek,

   (b) the Arrangement is approved by the British Columbia Supreme Court,

   (c) the shareholder approvals that Broadcast is to obtain in connection with the Transaction (as set out in section 14(b)) are obtained,

   (d) the Continuance (as defined in section 7) is effected,

   (e) all necessary filings have been made with all applicable regulatory authorities,

   (f) the Transaction is approved as a "Qualifying Transaction" for Broadcast by the TSX Venture Exchange ("TSX-V"), and

(g) any and all other necessary steps are completed and approvals are received for the purpose of the completion of the Transaction,

all of which is anticipated to occur or be obtained on or before December 15, 2006 or such later date as may be mutually agreed to by Broadcast and Pebble Creek (the "Effective Date").

3. The Plan of Arrangement will provide that all currently outstanding options, warrants, convertible securities and similar rights for the acquisition of Pebble Creek Shares which are not exercised, converted or exchanged into Pebble Creek Shares prior to the Effective Date will, unless otherwise agreed upon with the applicable holders, be exchanged for Broadcast options, warrants, convertible securities and similar rights on the basis of the Exchange Ratio.

Documentation

4. Broadcast and Pebble Creek will instruct their respective representatives to prepare the following forthwith:

(a) a filing statement of Broadcast with respect to the Transaction (the "Filing Statement") in compliance with TSX-V policies;

(b) an information circular of Broadcast (the "Broadcast Information Circular") in compliance with applicable corporate and securities laws and TSX-V policies to be sent to the shareholders of Broadcast in connection with obtaining requisite Broadcast shareholders' approval of the matters set out in section 14(b); and

(c) information with respect to the Arrangement (the "Pebble Creek Information Statement") in compliance with applicable corporate laws to be sent to the shareholders of Pebble Creek.

Board of Directors and Management

5. Subject to any necessary Broadcast shareholder approvals, upon completion of the Transaction, the Board of Broadcast shall consist of six Directors as follows (or otherwise such five persons who are nominated by Pebble Creek and one person who is nominated by Broadcast, provided that in each case such person or persons must be acceptable to the other party acting reasonably):

David C.M. Bell
Henry N. McCarl
Harold Middleton
Andrew E. Nevin
Gyan C. Singhai
A person to be identified by Pebble Creek, provided that such person must be acceptable to Broadcast acting reasonably

6. The following shall be the Officers of Broadcast upon completion of the Transaction or such other persons as Pebble Creek may specify:

Andrew E. Nevin – President and Chief Executive Officer
Harold Eisler - Chief Financial Officer
Gyan C. Singhai – Vice-President, Exploration
Bernard Poznanski — Corporate Secretary

Continuance and Name Change

7. Subject to applicable Broadcast shareholder and regulatory approvals, in conjunction with the completion of the Transaction, Broadcast shall be continued from the Business Corporations Act (Alberta) to the Business Corporations Act (British Columbia) under the name "Pebble Creek Mining Ltd." or such other name acceptable to Pebble Creek (the "Continuance").

Private Placement

8. Prior to or in conjunction with the completion of the Transaction, the parties will use their commercially reasonable best efforts to complete a private placement of securities of either Broadcast or Pebble Creek (the "Private Placement") as may be agreed to by, and on such terms and conditions acceptable to, Broadcast and Pebble Creek in order to raise funds for working capital and corporate purposes of Broadcast, Pebble Creek and the Pebble Creek Subsidiaries following completion of the Transaction.

Broadcast Shares

9. The Broadcast Shares to be issued in exchange for Pebble Creek Shares under the Arrangement and the Broadcast Shares to be reserved for issuance upon the exercise of Pebble Creek options, warrants, convertible securities and similar rights shall contain the same attributes as those of the predecessor shares, shall be validly issued as fully paid and non-assessable shares when issued in accordance with their terms, shall be listed on the TSX-V, and shall not be subject to restrictions on resale other than by reason of any pre-existing hold periods or any controlling interest held in Broadcast or such other resale restrictions as may be required by the TSX-V.

Mutual Representations and Warranties

10. Each of Broadcast and Pebble Creek represents and warrants to the other as follows in respect of matters pertaining to the particular company (and in the case of Pebble Creek, each of the Pebble Creek Subsidiaries):

    (a) it (and in the case of Pebble Creek, each of the subsidiaries of Pebble Creek (all of which are disclosed in the Pebble Creek Financial Statements (as defined section 12(c)) and are collectively referred to herein as the "Pebble Creek Subsidiaries")) is duly incorporated and validly existing under the laws of its respective jurisdiction of incorporation;

    (b) it (and in the case of Pebble Creek, each of the Pebble Creek Subsidiaries) has the corporate power and capacity to carry on its business as is now being carried on by it, to own, lease and operate its properties and assets, and to enter into and perform this Agreement and the Transaction and other transactions, agreements and instruments contemplated by this Agreement;

    (c) neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict in any material respect with, or result in any material breach of, the terms, conditions, or provisions of or will constitute a material default under the constating documents or directors' or shareholders' resolutions of each of Broadcast and Pebble Creek (and in the case of Pebble Creek, each of the Pebble Creek Subsidiaries) or any instrument, agreement or contract to which it (and in the case of Pebble Creek, each of the Pebble Creek Subsidiaries) is party or by which it is bound;

(d) to the best of their respective knowledge, information and belief, each of Broadcast and Pebble Creek have disclosed to the other or to the other's representatives all material documentation and information relating to their respective companies and businesses which is known to them and which would have a material effect on a purchaser for value of, or a subscriber for shares in, each respective company;

(e) it (and in the case of Pebble Creek, each of the Pebble Creek Subsidiaries) has filed all required reports, statements, forms and other documents required to be filed by it in accordance with applicable corporate and securities laws and no such filing contains any untrue statement of a material fact or omits any material fact required to be stated therein or necessary to make the statements therein not misleading;

(f) it has not incurred any liability for any finder's fee or broker's commission in connection with the negotiation or execution of this Agreement or consummation of the Arrangement; and

(g) it (and in the case of Pebble Creek, each of the Pebble Creek Subsidiaries)

 (i) has in a due and timely manner, filed all reports and returns respecting taxes, value added taxes, duties, royalties, and other fees, charges and levies of every nature and kind, and all information and data in connection therewith, required to be filed by it with any taxing or regulatory authority to whom it and its assets are subject;

 (ii) has paid (except as disclosed in the Pebble Creek Financial Statements or the most recently publicly filed financial statements of Broadcast, as applicable) all such taxes, value added taxes, duties, royalties, and other fees, charges and levies, and any interest, penalties and fines in connection therewith, properly due and payable, and has paid all of same in connection with all known assessments, reassessments and adjustments; and

 (iii) it has withheld and remitted in the manner and within the time required under applicable legislation to tax collection authorities such taxes as are required by law to be withheld and remitted including, but not limited to all amounts required to be withheld from any payments made to any of its officers, directors and employees;

 and no other such taxes, duties, royalties, or other fees, charges or levies, nor any interest, penalties and fines have been claimed by any governmental body or are known to be due and owing or are pending or threatened (including all tax instalments) or by reason of the transactions herein contemplated will become due and owing by it and there are no matters under discussion with any governmental body relating to taxes, duties, royalties or other fees, charges, levies, interest, penalties or fines asserted by such authority;

(h) its books and records fairly and correctly set out and disclose in all material respects, to the extent and in the manner required by Canadian generally accepted accounting principles (except that the internally prepared monthly financial statements may not completely comply with Canadian generally accepted accounting principles), all assets and undertakings, all liabilities, including contingent liabilities and shareholders equity accounts as at the date hereof, and all material financial transactions have been accurately recorded in such books and records; and

(i) in all material respects, its (and in the case of Pebble Creek, those of each of the Pebble Creek Subsidiaries) corporate records and minute books contain complete and accurate minutes of all meetings of the directors and shareholders of it held since its incorporation and its share certificate books, register of shareholders, register of transfers and register of directors are complete and accurate in all material respects.

Representations and Warranties of Broadcast

11. Broadcast represents and warrants to Pebble Creek as follows:

(a) the authorized capital of Broadcast Capital consists of an unlimited number of common shares without par value and an unlimited number of preferred shares without par value, of which, at the date hereof:

(i) 2,750,002 common shares are issued and outstanding,

(ii) 450,000 common shares are reserved for issuance under outstanding options and warrants, and

(iii) no preferred shares are issued or reserved for issuance,

and, other than as set forth above, no person has any agreement or option or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of Broadcast or of any securities of Broadcast, including convertible securities, warrants or convertible obligations of any nature;

(b) Broadcast is a reporting issuer under the laws of the provinces of British Columbia and Alberta and is not in default of its continuous disclosure obligations under the Securities Acts of British Columbia and Alberta;

(c) the Broadcast Shares are listed on the TSX-V and Broadcast is currently classified as a "Capital Pool Company", is not in default of any policy or requirement of the TSX-V and the Transaction is intended to be Broadcast's "Qualifying Transaction" for TSX-V purposes;

(d) Broadcast is the beneficial owner of those assets as disclosed in the financial statements, forms, reports and documents filed by it on SEDAR pursuant to applicable securities laws and with the TSX-V (collectively, the "Broadcast Disclosure Documents") and the Broadcast Disclosure Documents are in all material respects accurate and omit no facts, the omission of which would make the Broadcast Disclosure Documents or any particulars therein misleading or incorrect at their respective effective dates, which have not otherwise been publicly disclosed by Broadcast;

(e) Broadcast does not currently and has not at any time in the past carried on any active business of any nature whatsoever except as described in its prospectus dated January 17, 2006;

(f) Broadcast is unaware of any judicial or administrative actions, suits, proceedings or investigations pending or threatened against Broadcast, which might result in any material adverse change in the condition (financial or otherwise), properties, assets, business or operations of Broadcast and is unaware of any basis for any such action, suit, proceeding or investigation; and

(g) its Board of Directors, having determined that the Transaction on the basis of the Exchange Ratio is in the best interests of Broadcast and its shareholders, has approved this Agreement and the Transaction and the other transactions contemplated hereby.

Representations and Warranties of Pebble Creek

12. Pebble Creek represents and warrants to Broadcast as follows:

(a) the authorized capital of Pebble Creek consists of an unlimited number of common shares without par value and an unlimited number of preferred shares with a par value of $1.00 each, of which, at the date hereof:

(i) 11,937,521 common shares are issued and outstanding,

(ii) 4,450,000 common shares are issuable for outstanding subscription receipts which would be convertible immediately prior to the effectiveness of the Arrangement,

(iii) 3,386,030 common shares are reserved for issuance for share purchase warrants, including those outstanding or issuable upon conversion of the subscription receipts,

(iv) 667,500 common shares are reserved for issuance under outstanding broker's warrants;

(v) pursuant to the terms of the subscription receipts and of outstanding broker's warrants issued in connection with the subscription receipts financing, if the Transaction is not completed by December 16, 2006, an additional 734,250 common shares are issuable upon the conversion of the subscription receipts, the exercise of the broker's warrants, and any exercise of the share purchase warrants that are issuable upon conversion of the subscription receipts and any exercise of the broker's warrants, and

(vi) no preferred shares are issued or reserved for issuance;

and, other than as set forth above, no person has any agreement or option or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of Pebble Creek or of any securities of Pebble Creek, including convertible securities, warrants or convertible obligations of any nature;

(b) it beneficially owns or controls all of the outstanding securities of each of the Pebble Creek Subsidiaries, subject to completion of the registration of shares of Hirakund Diamond Exploration PVT (which holds rights to the Banda property) in the name of Pebble Creek;

(c) the consolidated financial position of Pebble Creek is as set forth in its audited consolidated financial statements at December 31, 2005 and its unaudited consolidated financial statements at June 30, 2006 (collectively, the “Pebble Creek Financial Statements”), the Pebble Creek Financial Statements present fairly the consolidated financial position of Pebble Creek as at the dates indicated and the consolidated results of operation of Pebble Creek for the periods indicated and no material adverse change in such financial position or such results of operations has occurred since the date thereof, and the Pebble Creek Financial Statements and any particulars therein are in all material respects accurate and omit no facts, the omission of which would make them misleading;

(d) it and each of the Pebble Creek Subsidiaries is conducting its businesses in compliance, in all material respects, with all laws of each jurisdiction in which its business is carried on and has obtained all licenses, approvals, permits and concessions necessary to carry on business as now being carried on by it;

(e) Pebble Creek is the beneficial holder (either directly or through the Pebble Creek Subsidiaries) of the interests in those mineral and other properties and other assets as disclosed in the Pebble Creek Financial Statements, either Pebble Creek or one of the Pebble Creek Subsidiaries is the registered holder of such mineral or other properties and other assets and, save and except as described in the Pebble Creek Financial Statements with respect to such mineral or other properties and other assets, each of Pebble Creek and the Pebble Creek Subsidiaries holds valid permits and licences to all such properties respectively held by it free and clear of any claims, liens, encumbrances, royalties or other rights of any third party, and neither Pebble Creek nor any Pebble Creek Subsidiary is contractually liable for any cash payments, the issuance of securities or other consideration;

(f) Pebble Creek and the Pebble Creek Subsidiaries have no employment, management or consultant contracts, or any other formal or informal arrangements, nor do they have any policies in force applicable to any employees, that contain the requirement to make lump-sum cash payments or pay other consideration upon the occurrence of a change of control of Pebble Creek or upon the termination of the employment, contract or arrangement;

(g) Pebble Creek is unaware of any judicial or administrative actions, suits, proceedings or investigations pending or threatened against Pebble Creek or any of the Pebble Creek Subsidiaries, which might result in any material adverse change in the condition (financial or otherwise), properties, assets, business or operations of Pebble Creek or any of the Pebble Creek Subsidiaries and is unaware of any basis for any such action, suit, proceeding or investigation;

(h) Pebble Creek is not aware of any material misrepresentations or material omissions as to factual matters contained in the "The Technical Report on the Askot and Gadarwara Mineral Properties, India" dated September 25, 2006 prepared by Paul M. Boswell of Resource Engineering & Development Limited;

(i) Pebble Creek is not aware of any material misrepresentations or material omissions as to factual matters contained in the two legal opinions of Naresh Khanna & Co. dated June 15, 2006 addressed to, among others, Pebble Creek Resources Ltd. regarding the Pebble Creek Subsidiaries;

(j) the business of Pebble Creek and the Pebble Creek Subsidiaries is not being and has not been conducted in violation of any law, ordinance, regulation, decree, order, permit or license, except for violations which, individually and in the aggregate, would not have a material adverse effect on the business or properties of Pebble Creek and the Pebble Creek Subsidiaries;

(k) to the best of its knowledge, there are no Hazardous Substances in the Environment except as stored, discharged or emitted in compliance with all applicable laws, and since the date any of Pebble Creek or the Pebble Creek Subsidiaries acquired its interest in its properties, there have been no spills, releases, discharges or emissions of Hazardous Substances into the Environment or other activities affecting the Environment in contravention of applicable laws and all Hazardous Substances disposed of, treated or stored by or on behalf of Pebble Creek or the Pebble Creek Subsidiaries on or off site of its properties have been disposed of, treated and stored in compliance with all applicable laws. There are no investigations, tests, audits or reports respecting the Environment relating to its or the Pebble Creek Subsidiaries' properties or business, except for a baseline study and independent environmental impact assessment commissioned in respect of the Askot Property noted in the Pebble Creek Financial Statements as part of the mining permitting process in India. "Hazardous Substances" means any substance which is regulated under applicable laws, including any hazardous product, contaminant, toxic substance, deleterious substance, waste, dangerous goods or reportable substance and "Environment" means the air immediately around, the water in and under, and the land comprising the properties of Pebble Creek and the Pebble Creek Subsidiaries;

(l) each of Pebble Creek and the Pebble Creek Subsidiaries maintains such insurance as is reasonably prudent for a corporation operating similar businesses as that of Pebble Creek and the Pebble Creek Subsidiaries; and

(m) other than as disclosed in the Pebble Creek Financial Statements, Pebble Creek does not have loans outstanding which have been made to, or indebtedness outstanding which is owed to, any directors, former directors, officers, shareholders and/or employees of Pebble Creek or the Pebble Creek Subsidiaries or to any person or corporation not dealing at arm's length (as such term is construed under the Income Tax Act (Canada)) with any of the foregoing; and

(n) its Board of Directors, having determined that the Transaction on the basis of the Exchange Ratio is in the best interests of Pebble Creek and its shareholders, has approved this Agreement and the Transaction and the other transactions contemplated hereby.

<u>Covenants of Broadcast and Pebble Creek</u>

13. In addition to using its commercially reasonable best efforts to cause the conditions of Closing (as defined in section 14) that are required under section 14 to be satisfied by the particular party in order to be met, each of Broadcast and Pebble Creek covenants and agrees with the other party to use its commercially reasonable best efforts to do or cause to be done the following in respect of matters pertaining to the particular company:

(a) each of Broadcast and Pebble Creek will, in a timely manner, respectively convene a meeting of its shareholders to obtain the required shareholder approvals for the Transaction contemplated in this Agreement and prepare all necessary documents and do all necessary things for such shareholders' meetings, and will recommend to its shareholders to vote in favour of all matters in connection with the Transaction requiring their approval;

(b) unless otherwise agreed, the parties agree not to issue any dividends or increase the number of outstanding shares, or increase the number of outstanding options, warrants or other rights to acquire shares, of Broadcast or Pebble Creek from those outstanding at the date hereof (other than in the ordinary course in connection with the exercise of currently outstanding options, warrants or rights or to satisfy currently outstanding commitments to issue shares as of the date hereof), other than as set forth in this Agreement or in the ordinary course of each party's business;

(c) during the period from the effective date of this Agreement to the time of Closing, each party shall do or cause to be done the following:

  (i) each party shall conduct its business in the ordinary and normal course and shall not, without the prior written consent of the other party, enter into any transaction which, if entered into before the effective date of this Agreement, would cause any representations or warranties of the party contained in this Agreement to be incorrect or constitute a breach of any covenant or agreement of the party contained in this Agreement;

  (ii) each party shall comply with all applicable laws, regulations, bylaws and other governmental requirements of each jurisdiction in which its business is carried on;

  (iii) each party shall not take any action which would result in any material adverse change in or to its business or sell, transfer or dispose of any of its assets, other than in the ordinary course of business, except that Broadcast acknowledges that Pebble Creek is currently negotiating the terms of a potential grant to another mining company of an option to acquire an interest in the Hirakund (Banda) Prospect noted in the Pebble Creek Financial Statements;

  (iv) each party shall not suffer or permit any other mortgages, pledges, hypothecs, security interests, deemed trusts, liens, charges, rights or claims of other persons, or any other encumbrance whatsoever, to attach to its (and in the case of Pebble Creek, the Pebble Creek Subsidiaries') assets or properties (other than security interests which are not material in amount and which are granted in the ordinary course of business);

(d) each party shall permit the other party and their respective employees, agents, counsel and accountants or other representatives, without interference to the ordinary conduct of its business, to have access during normal business hours to the premises and to all the books, accounts, records and other data of the party and to promptly furnish to the other party such financial and operating data and other information with respect to the party as the other party shall from time to time reasonably request to enable confirmation of the representations and warranties of the party contained in this Agreement and to enable the sponsor referred to in section 26(b)(vii) to prepare the required sponsor's report for filing with the TSX-V;

(e) each party shall not acquire or agree to acquire any of its outstanding shares or other securities, whether by public or private transaction, or otherwise; and

(f) unless otherwise agreed, each party shall not loan any money, guarantee the payment of indebtedness or incur indebtedness for money borrowed or issue or sell any debt securities other than in the ordinary course of business.

Conditions to the Obligations of Broadcast and Pebble Creek

14. Completion of the Arrangement and closing of the transactions contemplated herein ("Closing") will occur on the Effective Date and will be conditional upon satisfaction of the following conditions at or prior to the Effective Date:

(a) approval by the shareholders of Pebble Creek of the Arrangement and other ancillary matters, which approvals shall be obtained at a meeting of the shareholders of Pebble Creek called for such purpose, preceded by the delivery to each shareholder of record entitled to vote thereat of such information as may be required under applicable corporate laws;

(b) approval by the shareholders of Broadcast of the Continuance as described in section 7 and the increase of the number of directors to six directors and the election of six directors of Broadcast (with two persons being nominated by Pebble Creek for election as directors on the basis that they would resign if this Agreement is terminated), which approvals shall be obtained at a meeting of the shareholders of Broadcast called for such purpose, preceded by the delivery to each shareholder of record entitled to vote thereat of such information as may be required under applicable corporate and securities laws;

(c) approval of the Transaction and other matters in connection therewith, to be obtained from the TSX-V and all applicable regulatory bodies;

(d) the additional listing on the TSX-V of the Broadcast Shares issuable in connection with the Transaction;

(e) rights of dissent under applicable corporate law in connection with the Continuance shall be exercised by holders in respect of not more than one-half of one percent (0.5%) of the Broadcast Shares, determined on a fully diluted basis, and the Continuance shall have been completed as described in section 7;

(f) all representations and warranties of Broadcast contained herein being true and correct in all material respects at the time of Closing;

(g) all of the covenants and undertakings of Broadcast set out in this Agreement to be performed prior to the time of Closing having been performed;

(h) no material adverse change in the financial condition or assets of Broadcast having occurred;

(i) any rights of dissent under applicable corporate law in connection with the Arrangement shall be exercised by holders in respect of not more than one-half of one percent (0.5%) of the Pebble Creek Shares, determined on a fully diluted basis;

(j) all representations and warranties of Pebble Creek contained herein being true and correct in all material respects at the time of Closing;

(k) all of the covenants and undertakings of Pebble Creek set out in this Agreement to be performed prior to the time of Closing having been performed;

(l) no material adverse change in the financial condition or assets of Pebble Creek having occurred;

(m) all necessary consents being obtained under all material contracts and agreements as required for the continued business operations of Pebble Creek after the Effective Date of the Transaction substantially on the same basis as presently operated;

(n) the Broadcast Shares issued in connection with the Arrangement being exempt from the registration and prospectus requirements of applicable Canadian provincial securities laws and exempt from registration under the United States Securities Act of 1933, as amended;

(o) within 14 days after the acceptance of this Agreement by Broadcast, holders of not less than 30% of the outstanding common shares of Pebble Creek shall have entered into agreements with Broadcast, on terms acceptable to Broadcast acting reasonably, pursuant to which such shareholders shall agree to vote their common shares of Pebble Creek in favour of the transactions contemplated by this Agreement including the Arrangement; and

(p) within 14 days after the acceptance of this Agreement by Broadcast, holders of not less than 30% of the outstanding common shares of Broadcast shall have entered into agreements with Pebble Creek, on terms acceptable to Pebble Creek acting reasonably, pursuant to which such shareholders shall agree to vote their common shares of Broadcast in favour of the transactions contemplated by this Agreement including the matters described in section 14(b).

15. The conditions set forth in section 14 are for the mutual benefit of Broadcast and Pebble Creek and may be waived in writing at any time on or before the Effective Date only by agreement in writing between Broadcast and Pebble Creek, except that:

(a) the conditions set forth in sections 14(b), 14(e), 14(f), 14(g), 14(h) and 14(p) may be solely waived by Pebble Creek at any time on or before the Effective Date, in whole or in part, in its sole discretion and without prejudice to any other rights that Pebble Creek may have; and

(b) the conditions set forth in sections 14(i), 14(j), 14(k), 14(l) and 14(o) may be solely waived by Broadcast at any time on or before the Effective Date, in whole or in part, in its sole discretion and without prejudice to any other rights that Broadcast may have.

16. Each party agrees to use its commercially reasonable best efforts to satisfy or assist in the satisfaction of each of the conditions set forth in section 14.

Confidentiality

17. Any information concerning Broadcast and its affiliates disclosed to Pebble Creek or its representatives or concerning Pebble Creek and its affiliates disclosed to Broadcast or its representatives which in each case has not been publicly disclosed shall be kept strictly confidential by them and shall not be disclosed by the recipients (whether or not the Closing of

the Transaction occurs), except as may be required under applicable law, until publicly disclosed by Broadcast or Pebble Creek, as the case may be. If this Agreement terminates, all documents, if any, of a confidential nature, delivered by either Broadcast or Pebble Creek to the other or to their respective representatives, and all copies thereof, shall be immediately returned to the party supplying same.

No Solicitations

18. In recognition and consideration of the fact that each of Broadcast and Pebble Creek have invested and will continue to invest substantial time and effort in the investigation of the other and in the preparation of the Filing Statement, the Broadcast Information Circular and the Pebble Creek Information Statement and in other matters relating to the proposed transaction, and as a result will forego or delay the conduct of other activities, Broadcast and Pebble Creek agree each with the other that until the Effective Date, neither Broadcast (and its affiliates) nor Pebble Creek (and its affiliates) will, without the consent of the other:

    (a) sell to, offer to sell to, or solicit offers to purchase from, any third party any of its material assets (other than sales of inventory in the ordinary course of business), or joint venture, option or lease or seek to joint venture, option or lease any of their material properties or assets; or

    (b) except as provided in this Agreement, sell, offer to sell or exchange or solicit offers to purchase or exchange any capital stock of either Broadcast or Pebble Creek to or from any other party or enter into any merger, consolidation, share exchange, liquidation or other similar transaction involving either Broadcast or its assets or Pebble Creek or its assets and neither party hereto nor its affiliates will negotiate with or provide financial, technical or other information to any person in connection with any such proposed purchase or transaction.

19. If, prior to the Effective Date, either Broadcast or Pebble Creek receives, or becomes aware of, any unsolicited offer from any other person or entity for the acquisition of all or any portion of their respective securities, assets or businesses such party will forthwith advise the other party of the full particulars thereof. Notwithstanding the foregoing or the provisions of section 18, each of the parties hereto shall not be precluded from negotiating, or from permitting its representatives to negotiate, in response to any such unsolicited offer if, in the opinion of its legal counsel, its Directors have a legal obligation to do so.

Termination

20. This Agreement will terminate if:

    (a) within 14 days after the acceptance of this Agreement by Broadcast, either Broadcast or Pebble Creek gives written notice to the other party that it is not satisfied with its due diligence review of the business and affairs of the other party, or

    (b) the Transaction is not completed by 11:59 pm (Pacific time) on December 31, 2006.

21. This Agreement may be terminated by Broadcast if the condition in section 14(o) (i.e. the support agreements to be entered into with certain of the Pebble Creek shareholders) is not satisfied within 14 days after the acceptance of this Agreement by Broadcast.

22. This Agreement may be terminated by Pebble Creek if the condition in section 14(p) (i.e. the support agreements to be entered into with certain of the Broadcast shareholders) is not satisfied within 14 days after the acceptance of this Agreement by Broadcast.

23. This Agreement may be terminated by either Broadcast or Pebble Creek if:

(a) there has been a breach by the other party of any material representation, warranty, covenant or agreement of such party in this Agreement that is not remedied to the satisfaction of the terminating party within 14 days of the terminating party's written notice to the other party of such breach,

(b) there has been a failure to comply with any of the conditions set forth in section 14 (other than any part of the conditions set forth in sections 14(b), 14(e), 14(f), 14(g), 14(h) and 14(p) that is waived by Pebble Creek in its sole discretion and other than any part of the conditions set forth in sections 14(i), 14(j), 14(k), 14(l) and 14(o) that is waived by Broadcast in its sole discretion), or

(c) on or prior to the Effective Date:

(i) the other party enters into an agreement or its Board makes a favourable recommendation with respect to a proposal for the merger, consolidation, capitalization, liquidation, asset contribution or other business combination involving such party or the acquisition or purchase of 20% or more of the equity securities of such party or any tender offer or exchange offer from a third party which, if consummated, would result in any such party acquiring 20% or more of any class of equity securities of such party; or

(ii) the Board of the other party fails to positively recommend, or changes, withdraws or modifies its recommendation, that its shareholders vote in favour of the transactions contemplated by this Agreement that are to be approved by that party's shareholders, except if due to a breach or non-performance by the first party of any material provision of this Agreement.

24. If this Agreement is terminated pursuant to any of section 20, 21,22 or 23, the provisions of sections 17, 25, 26 and 27 will survive any such termination of this Agreement.

Break Fee

25. If this Agreement is terminated by Broadcast pursuant to the provisions of section 23(a) or section 23(c), then Pebble Creek will pay to Broadcast within two business days after such termination a fee in the amount of $100,000. If this Agreement is terminated by Pebble Creek pursuant to the provisions of section 23(a) or section 23(c), then Broadcast will pay to Pebble Creek within two business days after such termination a fee in the amount of $100,000. Payment of either such fee (the "Break Fee") pursuant to the foregoing shall constitute the payment of liquidated damages and shall preclude the other party from bringing any action (whether for damages, equitable relief or otherwise) in respect of any provision of this Agreement. For greater certainty, Broadcast and Pebble Creek acknowledge that nothing herein will preclude the Boards

of Directors of Broadcast and Pebble Creek, as applicable, in the exercise of their fiduciary obligations from failing to make a recommendation to vote in favour of the transactions contemplated by this Agreement that are to be approved by that party's shareholders at a shareholders' meeting or from withdrawing, modifying or amending such favourable recommendation, provided, however, that the Break Fee is paid when due and owing.

Expenses

26. Each of Broadcast and Pebble Creek agree that, whether or not the Transaction outlined herein is consummated, each will pay its own and its representatives' fees and expenses in connection with the Transaction, provided that, for greater certainty, the parties have agreed on the following:

(a) Broadcast shall pay for the costs associated with the following in connection with the Transaction:

(i) the review of its interim financial statements that are required by the TSX-V to be reviewed by an auditor;

(ii) conducting its own due diligence;

(iii) its legal fees and expenses;

(iv) the TSX-V's initial filing fee of $7,500 plus GST in connection with the Transaction; and

(v) subject to the completion of the Transaction, the costs associated with the Broadcast shareholders' meeting to approve the Continuance described in section 7 and the changes to its board of directors as described in section 14(b);

(b) Pebble Creek shall pay for the costs associated with the following in connection with the Transaction:

(i) such financial statements of Pebble Creek and auditor review thereof as are required by the TSX-V;

(ii) such pro forma financial statement as are required by the TSX-V;

(iii) conducting its own due diligence;

(iv) its shareholders' meeting to approve the Arrangement;

(v) the Arrangement;

(vi) such technical report on Pebble Creek's mineral projects as may be required by the TSX-V;

(vii) such sponsor's report as the TSX-V may require (provided that Pebble Creek is entitled to select the sponsor, after giving consideration to an existing right of first refusal to act as sponsor for Broadcast's Qualifying Transaction);

(viii) such filing statement as may be required by the TSX-V;

(ix) TSX-V fees above the initial filing fee referred to in section 26(a)(iv); and

(x) its legal fees and expenses.

The parties hereto represent that the expenses to be incurred by each of them have been disclosed to the other and taken into account in the Exchange Ratio and agree that no additional expenses which could be sufficiently large to affect the Exchange Ratio will be incurred by either of the parties hereto without the consent of the other.

Publicity

27. Neither Broadcast nor Pebble Creek will make any press release, public announcement or public statement about the Transaction which has not been previously approved by the other, except that either Broadcast or Pebble Creek may make a press release or filing with a regulatory authority if counsel for such party has advised that such press release or filing is necessary (in which case such party shall first make a reasonable effort to obtain such approval).

Binding Agreement

28. Upon execution of this Agreement, the terms and conditions contained herein are intended to be binding and shall be binding upon the parties hereto.

Further Assurances

29. The parties hereto further agree to execute and deliver or cause to be executed and delivered all such further documents and instruments and to do all such further acts and things as the other party may reasonably request to give full effect to the terms and conditions, intent and meaning of this Agreement.

Amendment

30. This Agreement may be amended at any time by agreement in writing between the parties hereto, and such amendment may include the extension of time for taking or completing any steps on or before the Effective Date.

Applicable Law

31. This Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia.

Notice

32. Notice. All notices and other communications hereunder shall be in writing and shall be delivered by hand to the parties at the following addresses or sent by telecopy at the following numbers or at such other addresses or telecopier numbers as shall be specified by the parties by like notice:

To Pebble Creek:

Pebble Creek Resources Ltd.
#302 – 750 West Pender Street
Vancouver, British Columbia
Canada V6C 2T7
Telecopier No.: 604-697-0661

Attention: Mr. Andrew Nevin, President

To Broadcast:

Broadcast Capital Corp.
Suite 200, 615 – 3rd Avenue S.W.
Calgary, Alberta
Canada T2P 0G6
Telecopier No.: 403-514-8120

Attention: Mr. David C.M. Bell, President

The date of receipt of any such notice shall be deemed to be the date of delivery thereof or, in the case of notice sent by telecopy, the date of successful transmission thereof (unless transmission is received after business hours, in which case the date of receipt shall be deemed to be the next Business Day in the place of receipt).

Counterparts

33. This Agreement may be executed in two counterparts with the same effect as if both of the parties hereto had signed the same document and both counterparts will be construed together and constitute one and the same instrument. The Parties to this Agreement shall be entitled to rely on delivery of a facsimile copy of the executed Agreement and such facsimile copy shall be legally effective to create a valid and binding Agreement.

Enurement

34. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

If the above correctly sets forth your understanding of our agreement with respect to the proposed Transaction, kindly execute the enclosed copy of this letter in the space provided below and return it to the undersigned.

Yours truly,

PEBBLE CREEK RESOURCES LTD.

Per: *"Andrew Nevin"*

Authorized Signatory

AGREED TO AND ACCEPTED AS OF THE 10TH DAY OF OCTOBER, 2006.

BROADCAST CAPITAL CORP.

Per: *"David Bell"*

Authorized Signatory