SERVICES AGREEMENT

THIS AGREEMENT dated for reference the 1st day of September, 2007.

BETWEEN:

OROCO RESOURCE CORP., a company incorporated under the laws of British Columbia, having an address at 789 – 999 West Hastings Street, B.C., V6C 2W2

(the "**Company**")

OF THE FIRST PART

AND:

WARNER PAYTON INVESTMENTS INC., a company incorporated under the laws of British Columbia, having an address at 2332 West 37th Avenue, Vancouver, B.C., V6M 1P3

("**Warner**")

OF THE SECOND PART

AND:

CRAIG DALZIEL, a business person having an address at

2332 West 37th Avenue, Vancouver, B.C. V6M 1P3

("**Dalziel**")

OF THE THIRD PART

WHEREAS:

A. The Company is a private company in the business of acquiring, exploring and exploiting mineral properties;

B. The Company is in the process of applying to the TSX-Venture Exchange for a listing of its common shares on that exchange (the "**Listing**").

C. Warner is engaged in the business of providing business development consulting services and market consulting services (the "**Services**") and employs Dalziel who has certain skills, expertise, experience and contacts relevant thereto as well as to the mineral property options; and

D. The Company wishes to engage Warner on a non-exclusive basis to provide Dalziel's consulting services to the Company.

NOW THEREFORE in consideration of the premises and mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties hereto agree as follows:

1. Engagement of Warner

1.1 The Company hereby agrees to retain the services of Warner, and Warner accepts the retainer to provide the Services to the Company from time to time as required by the Company.

1.2 Warner agrees to use its best efforts to satisfy the Company's requirements for the services described above in a timely and efficient manner. Warner and Dalziel agree to supply the services of Dalziel as required pursuant hereto.

1.3 Warner and Dalziel each agree to undertake the consulting services in accordance with the instructions of the Board of Directors of the Company (the "**Board**").

2. Scope of authority

2.1 The Company does not empower Warner or Dalziel, and neither Warner nor Dalziel have the authority to and will not make any representations or incur any liability or cost or enter into any contracts or other agreements involving the Company without express prior approval in writing from the Company.

3. Reporting

3.1 Warner shall report on an ongoing basis to and take direction from the President of the Company within the scope of the Services being provided as agreed to under the terms of this Agreement.

3.2 Dalziel shall conform to all lawful instructions and directions given to him by the Board, and obey and carry out the by-laws of the Company.

4. Relationship of Warner and the Company

4.1 Warner will provide the Services hereunder as an independent contractor and neither it nor Dalziel will be deemed to be an employee or partner of, or co-venturer with the Company or any other independent contractor of the Company and nothing in this Agreement will be construed so as to make Warner or Dalziel an employee, partner or co-venturer of the Company or anything other than independent contractor of the Company or to impose any liability on the Company as an employer, partner or co-venturer.

4.2 Dalziel will not be entitled to any benefits provided by the Company to its employees including, without limitation, any dental, medical, life insurance, long term disability insurance, pension, retirement or similar plan, vacation, sick leave, severance or any other benefits.

4.3 The Company shall not withhold or remit any amount from the amounts payable to Warner under this Agreement or otherwise on account of any taxes, Canada Pension Plan, Unemployment Insurance premiums or other remittances required by any applicable provincial or federal statutes, it being understood that all such responsibilities for such amounts shall be borne by Warner.

4.4 Warner agrees to remit and shall be responsible for all withholding taxes, income taxes, excise taxes, goods and services, social services taxes (and where applicable, the collection thereof from third parties), Canada Pension Plan, Unemployment Insurance premiums and all other remittances required by any applicable provincial or federal statutes for himself.

5.0 <u>Intellectual property rights</u>

5.1 Warner and Dalziel each acknowledges and agrees that the Company shall be the sole owner of all information, analysis, reports or works of authorship and materials developed, written or produced by Warner (the "**Work**") in relation to this Agreement.

5.2 The Company shall have the right to use the whole Work, any part of parts thereof, or none of the Work, as it sees fit. The Company may alter the Work, add to it, or combine it with any other work or works, at its sole discretion. Notwithstanding the foregoing, all original material submitted by Warner as part of the Work or as part of the process of creating the Work, shall be the property of the Company whether or not the Company uses such material.

5.3 All documentation and all other information prepared by Warner in connection with the performance of the Services hereunder will become the Company's sole property and all material and documentation furnished by the Company to Warner and/or delivered by the Company into Warner's possession shall remain the Company's sole property and Warner shall immediately return the same to the Company upon its request.

6. <u>Confidential information</u>

6.1 During the course of providing the Services hereunder, Warner and Dalziel are likely to have access to or come into possession of information which is confidential and proprietary to the Company, which is either designated as such by the Company or by its nature can reasonably be regarded as confidential or proprietary (the "**Confidential Information**").

6.2 Warner and Dalziel each undertakes:

(a) to use the Confidential Information only in connection with the services for which such Confidential Information is disclosed or otherwise obtained and for no other purpose;

(b) not to use the Confidential Information in any manner which is competitive with or detrimental to the interests of the Company;

(c) not to copy, in whole or in part, any materials containing the Confidential Information without the Company's prior written consent; and

6.3 Warner and Dalziel each agrees that the above restrictions will survive termination or expiry of this Agreement for any reason.

7. **Other Activities**

7.1 It is understood and agreed between the Parties that Warner is providing the Services on a non-exclusive basis. The Company agrees that Warner may continue to provide its services to outside interests.

8. **Compensation**

8.1 In consideration for the Services, the Company shall grant to Warner 200,000 options to purchase common shares in the capital stock of the Company (the "**Options**") at a price per share equal to the price at which the Company offers shares or units (a share and a share purchase warrant) in its initial public offering (the "**IPO**").

8.2 The Options shall vest as follows:

(a) 70,000 upon the Company successfully completing the Listing;

(b) 65,000 on six months after the Listing;

(c) 65,000 on the first anniversary of the Listing.

8.3 The Options shall vest to Dalziel under the following conditions:

(a) If the Company terminates this Agreement for cause, all of the Options shall be cancelled immediately;

(b) If this Agreement is terminated without cause, or due to incapacitation of Dalziel, the vesting period for the Options shall expire 30 days after termination and the exercise period for the Options shall expire 90 days after termination.

(c) If Warner terminates this Agreement, the vesting period for the Options shall expire immediately and the exercise period for the Options shall expire 30 days after termination.

8.4 The Options shall expire at 5:00 p.m. on the fifth anniversary of the Listing.

9. **Office, Administrative and Other Expenses**

9.1 In addition to the monthly fees payable hereunder to Warner, the Company will, at its own expense, provide to Warner

(a) use of a boardroom and administrative services as may be reasonably required by Warner to perform the Services and the Parties hereby agree that the remuneration to Warner set out above has been determined so that the cost to the Company in so providing Warner with such facilities and services are fully covered and as such are to be considered to have been paid for by Warner under the terms of this Agreement; and

(b) reimbursement for all reasonable expenses actually and properly incurred by it in connection with providing the Services hereunder. Warner agrees that it will at all times abide by the expense policies as set by the Company. In specific, it is agreed

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by Warner that he shall not incur an expense on behalf of the Company in excess of $1,000 without the prior consent of the Company.

9.2 The Company shall pay the referred to expenses and reimburse such amounts as due on a monthly basis upon receipt of an invoice therefor and all related statements and vouchers.

10. Term and Termination

10.1 This Agreement shall be in effect from the date first written above and shall be in effect until terminated by either of the Parties in accordance with the terms of this Agreement.

10.2 The Company and Warner agree that either party may terminate this Agreement with 30 days written notice to the other.

10.3 Upon the expiration of 30 days notice, this Agreement shall be terminated, except for Warner's and Dalziel's obligations with respect to the Confidential Information and any obligation of the Company with regard to the Options and to pay any expense reimbursement due and owing to Warner.

10.4 Upon termination of this Agreement, Warner will provide to the Company the product of the Work that it has performed to date hereunder, including all information, materials and analysis that it has obtained or performed.

10.5 Notwithstanding section 10.2, this Agreement may be terminated immediately by either party if the other commits a material breach of a provision of this Agreement, commits any material fraudulent act in performing any of its obligations or makes any material misrepresentation to the other or commits an act of malfeasance or misfeasance in the performance of its or his duties or is unable or unwilling to perform its obligations and duties under this Agreement.

11. Further Assurances

12.1 The parties shall deliver to each other such further documentation and shall perform such further acts as and when the same may be required to carry out and give effect to the terms and intent of this Agreement.

13. Notices

14.1 All notices given in connection with this Agreement shall be in writing and shall be considered to have been delivered on the next business day following the date of transmission if delivered by fax, the date of delivery if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing if delivered by mail to the address for the recipient as set out on page 1 above or that party's last known address

15. Waiver and Amendment

15.1 This Agreement may only be amended by further written agreement executed and delivered by all of the parties. No waiver or consent by a party of or to any breach or default by any other party shall be effective unless evidenced in writing, executed and delivered by the

21. Counterpart Execution

21.1 This Agreement may be executed in counterparts which may be delivered by facsimile. Each executed counterpart shall be deemed to be an original and all such counterparts when read together shall constitute one and the same instrument.

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

OROCO RESOURCE CORP.

Per: ______________________
Stephen Leahy

WARNER PAYTON INVESTMENTS INC.

Per: ______________________
Craig Dalziel

CRAIG DALZIEL

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