CONSULTING AGREEMENT

THIS AGREEMENT dated for reference November 10, 2009.

BETWEEN:

ROCKLAND MINERALS CORP., a corporation incorporated under the *Business Corporations Act* (British Columbia) and having its head office at 600 – 999 West Hastings Street, Vancouver, BC V6C 2W2

(the "Company")

AND:

BRYAN E. LOREE, of 7934 Government Street, Burnaby, BC V5A 2E2

(the "Consultant")

WHEREAS:

A. The Company is engaged in the business of exploration for and, if warranted, development of mineral deposits;

B. The Company wishes to retain the Consultant to provide certain management services pursuant to the terms of this Agreement and the Consultant wishes to provide the services referred to herein.

NOW THEREFORE in consideration of the premises, the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the parties hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

1.1. "**Arbitrator**" means a single arbitrator appointed pursuant to the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55, as amended.

1.2. "**Board**" means Board of Directors of the Company.

1.3. "**Confidential Information**" means information, whether or not originated by the Consultant, that relates to the business or affairs of the Company, its affiliates, clients or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, clients, or suppliers. Confidential Information includes, but is not limited to, the following types of confidential information and other proprietary information of a similar nature (whether or not reduced to writing or designated or marked as confidential):

1.3.1. information related to the Company's mineral properties, or mineral properties owned by third parties which the Company has obtained under obligations not to disclose such information, and exploration results, estimated reserves and feasibility reports;

1.3.2. work product resulting from or related to work or projects performed for or to be performed for the Company or its affiliates, including but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith;

1.3.3. computer software of any type or form and in any stage of actual or anticipated development, including but not limited to, programs and program modules, routines and subroutines, procedures, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;

1.3.4. internal Company personnel and financial information, vendor names and other vendor information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting the Company's business;

1.3.5. marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, current and prospective client lists, and future plans and potential strategies of the Company that have been or are being discussed; and

1.3.6. all information that becomes known to the Consultant as a result of his retainer that the Consultant, acting reasonably, believes is confidential information or that the Company takes measures to protect.

Confidential Information does not include:

1.3.7. the general skills and experience gained during the Consultant's provision of Consulting Services to the Company that the Consultant could reasonably have been expected to acquire in similar retainer or engagements with other companies;

1.3.8. information publicly known without breach of this Agreement or similar agreements;

1.3.9. information, the disclosure of which by the Consultant is required to be made by any law, regulation or governmental authority or legal process of discovery (to the extent of the requirement), provided that before disclosure is made, notice of the requirement is provided to the Company, and to the extent reasonably possible in the circumstances, the Company is afforded an opportunity to dispute the requirement; or

1.3.10. information known to the Consultant at the date of this Agreement.

1.4. "**Consulting Effective Date**" means the date the Company completes its IPO.

1.5. "**Consulting Fee**" means the sum of CDN $2,500/month.

1.6. "**Consulting Services**" means such services as may reasonably be requested of a Chief Financial Officer and Secretary by the Board of Directors of the Company.

1.7. "**Consulting Termination Date**" means the date of termination of this agreement under Section 4.

1.8. "**GST**" means Goods and Services Tax.

1.9. "**IPO**" means the initial public offering of the Company's units.

1.10. "**TSX-V**" means the TSX Venture Exchange.

2. SERVICES TO BE PROVIDED

2.1. This Agreement and each of its terms are subject to:

2.1.1. the approval of or acceptance by the TSX-V if such approval or acceptance is required; or

2.1.2. the absence of any objections by the TSX-V if approval of or acceptance by the TSX-V is not required.

If the TSX-V objects to any clause or term of this Agreement, such clause or term will be curtailed and limited only to the extent necessary to bring it within the requirements of the TSX-V and the remainder of this Agreement will not be affected thereby, and each term, provision, covenant, and condition of this Agreement will be and remain valid and enforceable to the fullest extent permitted by law.

2.2. Effective the Consulting Effective Date, the Consultant will provide Consulting Services to the Company in consideration for the Consulting Fee.

2.3. The Consultant will report directly to the Board and will keep the Board informed of all matters concerning the Consulting Services as requested by the Board from time to time.

2.4. The Consultant acknowledges that he may be required to travel regularly in order to provide the Consulting Services.

2.5. The Consultant recognizes and understands that, in performing the duties and responsibilities of Chief Financial Officer and Secretary as provided in this Agreement, he will occupy a position of high fiduciary trust and confidence, pursuant to which he will develop and acquire wide experience and knowledge with respect to all aspects of the manner in which the Company's business is conducted. Without limiting the generality of the foregoing, the Consultant must observe the highest standards of loyalty, good faith and avoidance of conflicts of duty and self-interest. It is the intent and agreement of the parties that such knowledge and experience will be used solely and exclusively in furtherance of the business interests of the Company and not in any manner which would be detrimental to it.

3. REMUNERATION AND EXPENSES

3.1. From the Consulting Effective Date to the Consulting Termination Date, the Company will pay the Consultant the Consulting Fee for services rendered.

3.2. The Consultant will render invoices monthly. To the extent that the Consultant is required to remit GST, the applicable GST amount as a separate line item on the Consultant's invoice for the Consulting Services and provide the Company with the Consultant's GST registrant number.

3.3. The Consulting Fee will be payable within 30 days of the billing date on the Consultant's invoice.

3.4. The Consultant will be responsible for all costs associated with the performance of the Consulting Services, except as provided in section 3.5 below.

3.5. The Consultant must maintain detailed expense records and will be reimbursed by the Company for the following:

3.5.1. All reasonable travel expenses incurred by the Consultant in providing the consulting services.

3.5.2. Reasonable out of pocket documented costs incurred by the Consultant actually, necessarily and properly in the course of providing the Consulting Services but only if such expenses have been approved by the Board prior to being incurred.

3.6. The Consultant will be eligible to participate in any stock option plan granting options to purchase common shares of the Company to directors of the Company.

3.7. The Consultant will be named as an additional named insured on any mineral exploration insurance.

4. TERM AND TERMINATION

4.1. The term of this Agreement is one (1) year from the Consulting Effective Date.

4.2. The term of this Agreement will automatically renew for additional twelve (12) month term(s) unless, at least prior ninety (90) days to the end of the then current term of this Agreement, either party gives written notice to the other of its intention not to renew this Agreement.

4.3. Notwithstanding paragraphs 4.1 and 4.2, this Agreement may be terminated by:

4.3.1. Either party at any time by giving at least 10 days' advance notice in writing to the other party; or

4.3.2. the Company without notice in the event the Consultant breaches the terms of this Agreement.

4.4. In the event that the Company terminates this Agreement for any reason except for termination pursuant to paragraph 4.3.2, the Company, in addition to any amounts owing to the Consultant under paragraph 3.1 herein, must pay the Consultant one (1) month's Consulting Fees for each year that the Consultant has provided the Consulting Services to the Company, with a minimum of three (3) months' Consulting Fees payable for any termination before the third anniversary of the commencement of this Agreement.

4.5. Upon termination of this Agreement for any reason, the Consultant must, upon receipt of that portion of the Consulting Fee then due and owing together with all costs invoiced but unpaid, promptly deliver the following in accordance with the direction of the Company:

4.5.1. A final accounting, reflecting the balance of uninvoiced costs incurred by the Consultant in the course of providing the Consulting Services as of the date of termination;

4.5.2. All documents in his custody which are the property of the Company, including but not limited to all books of account, correspondence and contracts; and

4.5.3. All equipment and any other property in his custody which are the property of the Company.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

5.1. It is expressly agreed that the Consultant is acting as an independent contractor in performing the Consulting Services under this Agreement.

5.2. The Consultant need only devote such portion of the Consultant's time to provision of the Consulting Services as is necessary to complete the Consulting Services.

5.3. The Consultant is not precluded from acting in any other capacity for any other person, firm or company provided that it does not, in the reasonable opinion of the Board, conflict with the Consultant's duties to the Company while providing the Consulting Services.

5.4. The Consultant represents and warrants that:

5.4.1. he has the right to perform the Consulting Services without violation of his obligations to others;

5.4.2. he is not bound by any agreement or obligation to any other party that will conflict with his obligations as a consultant of the Company; and

5.4.3. all advice, information, and documents provided by the Consultant to the Company in the course of providing the Consulting Services may be used fully and freely by the Company, unless the Consultant otherwise advises the Company orally or in writing at the time of communication of such information (e.g. information provided by the Consultant on a confidential or non-attribution basis).

5.5. The Consulting Fee will be the whole of the Consultant's compensation for providing the Consulting Services (other than incentive stock options that may be granted to the Consultant from time to time). For avoidance of doubt, the Company will not pay any contribution to Canada Pension Plan, employment insurance, or federal and provincial withholding taxes, or provide any other contributions or benefits, or similar amounts under federal or state laws of the United States of America, which might be expected in an employer-employee relationship, as compensation for the Consulting Services.

5.6. The Consultant is solely responsible for the Consultant's registration and payment of assessments for coverage with WorkSafeBC or similar requirements under federal or state laws of the United States of America, while he is providing the Consulting Services. If requested by the Company, the Consultant will provide proof of coverage.

5.7. The Consultant agrees to indemnify the Company from all losses, claims, actions, damages, charges, taxes, penalties, assessments or demands (including reasonable legal fees and expenses) which may be made by the Canada Revenue Agency, Employment Insurance Plan, the Canada Pension Plan, the Workers Compensation Plan, or related plans or organizations, or similar bodies or plans under federal or state laws in the United States of America, requiring the Company to pay an amount under the applicable statutes and regulations in relation to any Services provided to the Company pursuant to this Agreement. This paragraph will survive termination of this Agreement.

5.8. The Consultant will not be liable for consequential damages, loss of profits, punitive damages or other similar costs or expenses arising from his provision of the Consulting Services.

6. GENERAL PROVISIONS

6.1. Assignability

6.1.1. No party may assign this Agreement without the written agreement of the other party.

6.1.2. In the event that the Company amalgamates with another company or changes its name, this Agreement will continue in full force and effect between the Consultant and the newly amalgamated or named company.

6.2. **Authorization**. The Company represents and warrants that it is fully authorized and empowered to enter into this Agreement and perform its obligations hereunder, and that performance of this Agreement will not violate any agreement between the Company and any other person, firm or organization nor breach any provisions of its constating documents or governing legislation.

6.3. **Consultant's Obligations**

6.3.1. **No Conflicting Obligations.** The Consultant will not, in the performance of the Consulting Services:

(a) improperly bring to the Company or use any trade secrets, confidential information or other proprietary information of any other party; or

(b) knowingly infringe the property rights of any other party.

6.3.2. **Non-Solicitation.** The Consultant agrees that, for a one (1) year period following the Consulting Termination Date, he must not, without the consent of the Board by resolution, engage in any solicitation of: (i) clients or customers of the Company to purchase products or services provided by the Company; or (ii) the retainer of employees or independent contractors of the Company.

6.3.3. **Confidential Information.**

6.3.3.1. All Confidential Information, whether it is developed by the Consultant during his consulting retainer or by others employed or engaged by or associated with the Company or its affiliates or clients, is the exclusive and confidential property of the Company or its affiliates or clients, as the case may be, and will at all times be regarded, treated and protected as such, as provided in this Agreement.

6.3.3.2. As a consequence of the acquisition of Confidential Information, the Consultant will occupy a position of trust and confidence with respect to the affairs and business of the Company. In view of the foregoing, it is reasonable and necessary for the Consultant to make the following covenants regarding the Consultant's conduct during and subsequent to the Consultant's retainer by the Company:

(a) At all times during and subsequent to the Consultant's retainer with the Company, the Consultant will not disclose Confidential Information to any person other than as necessary in carrying out the Consultant's duties on behalf of the Company, or as may be required by applicable law or legal process of discovery, without first obtaining the Company's consent, and the Consultant will take all reasonable precautions to prevent inadvertent disclosure of any Confidential Information disclosed by the Company to him. This prohibition includes, but is not limited to, disclosing or confirming the fact that any similarity exists between the Confidential Information and any other information.

(b) At all times during and subsequent to the Consultant's retainer with the Company, the Consultant will not use, copy, transfer or destroy and Confidential Information other than as necessary in carrying out the Consultant's duties on behalf of the Company, or as may be required by applicable law or process of discovery, without first obtaining the Company's consent and the Consultant will take all reasonable precautions to prevent inadvertent use, copying, transfer or destruction of any Confidential Information disclosed by the Company to him.

(c) Within ten (10) business days after the termination of the Consultant's retainer for any reason, the Consultant will promptly deliver to the Company all property of or belonging to or administered by the Company in his custody, including without limitation all Confidential Information that is embodied in any form, whether in hard copy or on electronic media.

6.3.4. **Consent to Enforcement.** The Consultant confirms that all restrictions in paragraphs 6.3.2 and 6.3.3 are reasonable and valid, and any defences to the strict enforcement thereof by the Company are waived by the Consultant. Without limiting the generality of the foregoing, the Consultant hereby consents to an injunction being granted by a court of competent jurisdiction in the event that the Consultant is in breach of any of the provisions stipulated in paragraphs 6.3.2. and 6.3.3. The Consultant hereby expressly acknowledges and agrees that injunctive relief is an appropriate and fair remedy in the event of a breach of any of the said provisions.

6.3.5. The Consultant's obligations under paragraphs 6.3.2 and 6.3.4. will remain in effect in accordance with their terms and continue in full force and effect despite any breach, repudiation, alleged breach or repudiation, or termination of this Agreement.

6.4. **No other Agreement.** This Agreement cancels and supersedes any existing agreement or other arrangement between the Company and the Consultant, and contain the entire agreement and obligation between the parties with respect to their respective subject matter.

6.5. **Amendment or Waiver.**

6.5.1. This Agreement may not be amended unless such amendment is agreed to in writing and signed by the Consultant and an authorized officer of the Company.

6.5.2. No waiver by either party hereto of any breach by the other party hereto of any condition or provision contained in this Agreement to be performed by such other party will be deemed a waiver of any similar or dissimilar condition or provision. Any waiver must be in writing and signed by the Consultant or an authorized officer of the Company, as the case may be.

6.6. **Compliance with Policies and Laws.** The Consultant agrees to abide by all the Company's policies and procedures, including without limitation, the Company's code of conduct. The Consultant also agrees to abide by all laws applicable to the Company, in each jurisdiction that it does business, including without limitation securities and regulations governing publicly traded companies.

6.7. **Governing Law.** This Agreement will be construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and will be treated in all respects as a British Columbia contract.

6.8. **Dispute Resolution**. In the event of any dispute arising under this Agreement, the parties agree to participate in mandatory mediation before either party proceed to binding arbitration. If mandatory mediation is unsuccessful, the aggrieved party may choose binding arbitration by way of an Arbitrator, and the decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution will be conclusive, final and binding on all of the parties. The arbitration must take place in Vancouver, British Columbia. The prevailing party is entitled to recovery of the mediator's, Arbitrator's and lawyer's fees.

6.9. **Notices**. Any notice required or permitted to be given under this Agreement must be in writing and will be properly given if delivered or faxed addressed as follows:

(a) in the case of the Company:

ROCKLAND MINERALS CORP.
600 – 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2

Attention: Ravinder Mlait
Facsimile: (604) 676 – 2767

(b) in the case of the Consultant:

7934 Government Street
Burnaby, British Columbia
V5A 2E2

Facsimile: (778) 329 – 9626

Any notice so given will be conclusively deemed to have been given or made on the day of delivery, if delivered, or if faxed, upon the date shown on the delivery receipt recorded by the sending facsimile machine.

6.10. **Severability.** If any provision contained herein is determined to be void or unenforceable for any reason, in whole or in part, it must not be deemed to affect or impair the validity of any other provision contained herein and the remaining provisions will remain in full force and effect to the fullest extent permissible by law.

6.11. **Further Assurances**. Each of the Consultant and the Company will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents and things as the Consultant or the Company may reasonably require for the purposes of giving effect to this Agreement.

6.12. **Independent Legal Advice.** Each of the Consultant and the Company hereby acknowledge that they have had the opportunity to obtain independent legal advice regarding this Agreement and has either obtained such advice or has waived their right to obtain such advice.

6.13. **Counterparts/Facsimile Execution**. This Agreement may be executed in several counterparts and each counterpart will together constitute one original document.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ROCKLAND MINERALS CORP.

Per: *[/s/ Ravinder Mlait]*
Authorized Signatory

EXECUTED by **BRYAN LOREE** in the presence of:	)	
[/s/ Signed]	)	
Signature	)	
	)	*/s/ Bryan Loree*
Print Name	)	**BRYAN LOREE**
	)	
Address	)	
	)	
	)	
Occupation	)	