FORM 20FR12G

Form for initial registration of a class of securities of foreign private issuers pursuant to Section 12(g)

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FILER

TLC VENTURES CORP
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Business Address
450 1090 WEST GEORGIA STREET
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 20-F

[X] REGISTRATION STATEMENT PURSUANT TO SECTION 12(B) OR (G) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

[_] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED _____

OR

[_] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM _____ TO _____

Commission file number _____

TLC Ventures Corp.
(Exact name of Registrant as specified in its charter)

Not Applicable
(Translation of Registrant's name into English)

British Columbia
(Jurisdiction of incorporation or organization)

Suite 285, 200 Granville Street, Vancouver, British Columbia, Canada, V6C 1S4
(Address of principal executive offices)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class	Name of each exchange on which registered
None	N/A

Securities registered or to be registered pursuant to Section 12(g) of the Act.

Common Shares Without Par Value
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None
(Title of Class)

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Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: 19,454,001 Common Shares at December 31, 2004.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes [_] No [X]

Indicate by check mark which financial statement item the registrant has elected to follow.

[X] Item 17 [_] Item 18

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INTRODUCTION AND USE OF CERTAIN TERMS

TLC Ventures Corp. is a company incorporated under the BUSINESS CORPORATIONS ACT (British Columbia). It was incorporated on January 15, 1969 under the COMPANY ACT (British Columbia). As used herein, except as the context otherwise requires, the terms "us", "we" or "our" refer to TLC Ventures Corp. Our

financial statements are prepared in accordance with Canadian generally accepted accounting principles with a reconciliation to United States Generally Accepted Accounting Principles and are presented in Canadian dollars. All monetary amounts contained in this Registration Statement are in Canadian dollars unless otherwise indicated.

Our North American office and principal place of business is located at Suite 285, 200 Granville Street, Vancouver, British Columbia, Canada, V6C 1S4. Our registered office is located at Suite 1400, 1055 West Hastings Street, Vancouver, British Columbia, Canada, V6E 2E9.

FORWARD-LOOKING STATEMENTS

The following discussion contains forward-looking statements regarding events and financial trends, which may affect our future operating results and financial position. Such statements are subject to risks and uncertainties that could cause our actual results and financial position to differ materially from those anticipated in forward-looking statements. These factors include, but are not limited to, the fact that we will need additional financing to fully execute our business plan and our business is subject to certain risks. We make cautionary statements in the "Risk Factors" section of this registration statement (see Item 3. Key Information - Risk Factors) and in other parts herein (see Item 5. Operating and Financial Review and Prospects). You should read these cautionary statements as being applicable to all related forward-looking statements wherever they appear in this registration statement.

When used in this Registration Statement, the words "estimate," "intend," "expect," "anticipate" and similar expressions are intended to identify forward-looking statements. Readers are cautioned not to place undue reliance on these statements, which speak only as of the date of this Registration Statement. These statements are subject to risks and uncertainties that could cause results to differ materially from those contemplated in such forward-looking statements.

GLOSSARY

The following is a glossary of terms that appear in this Registration Statement.

AG	The elemental symbol for silver.
AU	The elemental symbol for gold.
COMMON SHARES	Common Shares without par value in our capital stock.
CU	The elemental symbol for copper.
DEVELOPMENT	Preparation of a mineral deposit for commercial production including installation of plant and machinery and the construction of all related facilities.
EXPLORATION	The prospecting, diamond drilling and other work involved in the searching for ore bodies.
FRACTURE	Breaks in a rock, usually due to intensive folding or faulting.
G/T	Grams per tonne (31.1 g/T = 1.0 troy ounce/tonne).
GRADE	The concentration of each ore metal in a rock sample, usually given as weight percent. Where extremely low concentrations are involved, the concentration may be given in grams per tonne (g/T) or ounces per ton (oz/T). The grade of an ore deposit is calculated, often using sophisticated statistical procedures, as an average of the grades of a very large number of samples collected from throughout the deposit.

MINERAL RESERVE	That part of a mineral deposit which could be economically and legally extracted or produced at the time of the reserve determination. The economically mineable part of a measured or indicated mineral resource demonstrated by at least a preliminary feasibility study. The study must include adequate information on mining, processing, metallurgical, economic and other relevant factors that demonstrate, at the time of reporting, that economic extraction can be justified. A mineral reserve includes diluting materials and allowances for losses that may occur when the material is mined.
MINERAL RESOURCE	A concentration or occurrence of natural, solid, inorganic or fossilized organic material in or on the Earth's crust in such form and quantity and of such a grade or quality that it has reasonable prospects for economic extraction. The location, quantity, grade, geological characteristics and continuity of a mineral resource are known, estimated or interpreted from specific geological evidence and knowledge.
MINERALIZATION	Usually implies minerals of value occurring in rocks.
NET SMELTER RETURNS ROYALTY OR NSR	Payment of a percentage of mining revenues after deducting applicable smelter charges.
ORE	A natural aggregate of one or more minerals which may be mined and sold at a profit, or from which some part may be profitably separated.
OUTCROP	An exposure of rock at the earth's surface.
OZ/T	Troy ounces per tonne.
TONNE OR "T"	Metric ton = 1,000 kilograms or 1,000,000 grams.
TRENCH	A surficial excavation designed to expose bedrock for sampling.
VEINS	The mineral deposits that are found filling openings in rocks created by faults or replacing rocks on either side of faults.
ZN	The elemental symbol for zinc.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

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DIRECTORS AND SENIOR MANAGEMENT

The following table sets forth the names, business addresses and functions of our directors and senior management.

<TABLE><CAPTION>

NAME	BUSINESS ADDRESS	POSITION
<S>	<C>	<C>
Dr. Sally L. Eyre	Suite 285, 200 Granville Street Vancouver, British Columbia Canada V6C 1S4	Chief Executive Officer, Director and Audit Committee Member
Douglas B. Forster	Suite 285, 200 Granville Street Vancouver, British Columbia	Director and Audit Committee Member

	Canada V6C 1S4	
Dr. Richard Henley	131 Poppet Road Wamboin NSW 2620, Australia	Director, Chairman and Audit Committee Member
John Reynolds	Suite 285, 200 Granville Street Vancouver, British Columbia Canada V6C 1S4	Director
Jeffrey P. Franzen	Suite 285, 200 Granville Street Vancouver, British Columbia Canada V6C 1S4	Director
Edward Farrauto	Suite 700, 900 West Hastings Street Vancouver, British Columbia Canada V6C 1E5	Chief Financial Officer
Blayne Johnson	Suite 285, 200 Granville Street Vancouver, British Columbia Canada V6C 1S4	Vice President, Corporate Development
David Toyoda	Suite 1400, 1055 West Hastings Street Vancouver, British Columbia Canada V6E 2E9	Secretary

</TABLE>

ADVISERS

Our legal advisers are Catalyst Corporate Finance Lawyers. Their address is Suite 1400, 1055 West Hastings Street, Vancouver, British Columbia, Canada, V6E 2E9.

INDEPENDENT AUDITORS

Our independent auditors are Staley Okada & Partners. Their address is Suite 400, 889 West Pender St., Vancouver, British Columbia, Canada, V6C 3B2.

Our registrar and transfer agent is Pacific Corporate Trust Company. Their address is 10th Floor, 625 Howe Street, Vancouver, British Columbia, Canada, V6C 2B8.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

SELECTED FINANCIAL DATA

The following table sets forth our selected financial information, which has been derived from our financial statements included in this Registration Statement prepared in accordance with Canadian Generally Accepted Accounting Principles which conforms to United States Generally Accepted Accounting Principles ("U.S. GAAP") except as disclosed in Note 17 to the financial

statements included herein. Information for the 12 months ended December 31, 2004, 2003 and 2002 are derived from audited financial statements, which are included elsewhere in this Registration Statement. The financial data should be read in conjunction with our financial statements and notes thereto and Item 5. Operating and Financial Review and Prospects.

<TABLE><CAPTION>

	YEAR ENDED DECEMBER 31				
	2004	2003	2002	2001	2000
<S>	<C>	<C>	<C>	<C>	<C>
Revenue	$ 0	$ 0	$ 0	$ 0	$ 0
Total Expenses	$ (1,674,678)	$ (210,512)	$ (63,005)	$ (70,090)	$ (55,187)
Other Income (Loss)	$ (26,420)	$ (101,842)	$ 858	$ 401	$ 817
Net Loss	$ (1,701,098)	$ (312,354)	$ (62,147)	$ (69,689)	$ (54,370)
Basic and Diluted Loss per Share	$ (0.10)	$ (0.04)	$ (0.01)	$ (0.01)	$ (0.01)
Weighted Average Common Shares Outstanding	16,971,078	8,704,001	8,433,590	6,386,193	5,540,302
Balance Sheet					
Total Assets	$ 7,180,909	$ 460,869	$ 275,465	$ 161,511	$ 64,481
Total Liabilities	$ (44,774)	$ (18,375)	$ (113,856)	$ (55,255)	$ (6,036)
Working Capital	$ 6,317,240	$ 442,494	$ (79,911)	$ 16,736	$ 18,925
Shareholders' Equity	$ 7,136,135	$ (17,506)	$ 161,609	$ 106,256	$ 58,445

</TABLE>

Under U.S. GAAP, all amounts in the foregoing table remain the same except the following:

	YEAR ENDED DECEMBER 31, 2004	YEAR ENDED DECEMBER 31, 2003	YEAR ENDED DECEMBER 31, 2002
Net Loss	$ (2,462,319)	$ (70,834)	$ (214,147)
Loss per Share	$ (0.15)	$ (0.01)	$ (0.03)
Total Assets	$ 6,419,688	$ 460,869	$ 33,945
Shareholders' Equity	$ 6,374,914	$ 223,744	$ 79,641

CURRENCY EXCHANGE RATES

In this registration statement all references to dollars ($) are expressed in Canadian funds, unless otherwise indicated. On March 31, 2005, the Interbank rate of exchange for converting United States dollars into Canadian dollars equalled 1.2173 United States dollars for one Canadian dollar. The following table presents a history of the high and low exchange rates of United States dollars into Canadian dollars for the previous six months.

MONTH	HIGH	LOW
March 2005	1.4929	1.1198
February 2005	1.2566	1.2299
January 2005	1.2383	1.1987
December 2004	1.2376	1.1899

November 2004	1.2230	1.1774
October 2004	1.2725	1.2197

The following table presents a five-year history of the average annual exchange rates of United States dollars into Canadian dollars, calculated by using the average of the exchange rates on the last day of each month during the given year.

YEAR	AVERAGE EXCHANGE RATE
2004	1.30152
2003	1.40146
2002	1.57036
2001	1.54841
2000	1.48520

CAPITALIZATION

The following table sets forth our capitalization as of the dates indicated:

<TABLE><CAPTION>

	AMOUNT OUTSTANDING AS OF DECEMBER 31, 2004	AMOUNT OUTSTANDING AS AT FEBRUARY 28, 2005 (UNAUDITED)
<S>	<C>	<C>
Indebtedness	$44,774	$53,585
Common Shares (authorized - unlimited common shares)	$14,593,350 (19,454,001 shares)	$14,593,350 (19,454,001 shares)
Contributed Surplus	$Nil	$Nil
Deficit	$(7,457,215)	$(7,493,042)
Total	$ 7,136,135	$7,100,308

</TABLE>

Diluted Share Capital

Assuming that all our outstanding options and other rights to purchase Common Shares are exercised and assuming the remaining Common Shares issuable to Rubicon as payment for the Property (see "Item 4, Information on the Company") (the "Property Shares") are issued, our fully-diluted share capital will be 24,564,001 Common Shares, comprised of the following:

DESCRIPTION	NUMBER OF COMMON SHARES (UNAUDITED)
Outstanding as of February 28, 2005	19,454,001
Share Purchase Warrants	3,200,000
Options	1,760,000
Property Shares	150,000
Total	24,564,001

RISK FACTORS

The following is an overview of certain risks and uncertainties to be considered in relation to our business, prospects and results of operations, in addition to the risks discussed elsewhere in this registration statement. Specific risk

factors to be considered are as follows:

Risk Factors Relating to the Our Property Interests
- ---

1. THE PROPERTIES IN WHICH WE HAVE AN INTEREST ARE IN THE EXPLORATION STAGE AND MOST EXPLORATION PROJECTS DO NOT RESULT IN THE DISCOVERY OF COMMERCIALLY MINEABLE DEPOSITS. All of our property interests are at the exploration stage and there are no known commercial quantities of minerals or precious gems on such properties. Most exploration projects do not result in the discovery of commercially mineable deposits of ores or gems. Because the probability of an individual prospect ever having reserves is extremely remote, in all probability our properties do not contain any reserves, and any funds spent on exploration will be lost. Our failure to find an economic mineral deposit on any of our mineral properties will have a negative effect on us.

2. THE PROPERTIES IN WHICH WE HAVE AN INTEREST ARE IN CANADA. Any changes in governmental laws, regulations, economic conditions or shifts in political attitudes or stability in Canada are beyond our control and may adversely affect our business. See Item 4. Information on the Company - Business Overview - Carrying on Business in Canada.

3. THERE ARE NO GUARANTEE LICENSES AND PERMITS REQUIRED BY US WILL BE OBTAINED WHICH MAY RESULT IN LOSING OUR INTEREST IN THE SUBJECT PROPERTY. Our operations may require licenses and permits from various governmental authorities. We may not be able to obtain all necessary licenses and permits that may be required to carry out exploration, development and mining operations at our projects. Failure to obtain such licenses and permits may adversely affect our business, as we would be unable to legally conduct our intended exploration work, which may result in losing our interest in the subject property.

4. ENVIRONMENTAL REGULATIONS ARE BECOMING MORE ONEROUS TO COMPLY WITH AND THE COST OF COMPLIANCE WITH ENVIRONMENTAL REGULATIONS AND CHANGES IN SUCH REGULATIONS MAY REDUCE THE PROFITABILITY OF OUR OPERATIONS. Our operations are subject to environmental regulations promulgated by government agencies from time to time. Environmental legislation provides for restrictions and prohibitions of spills, release or emission of various substances produced in association with certain mining industry operations, such as seepage from tailing disposal areas, which could result in environmental pollution. Failure to comply with such legislation may result in the imposition of fines and penalties. In addition, certain types of operations require submissions to and approval of environmental impact assessments. Environmental legislation is evolving in a manner, which means stricter standards, and enforcement, fines and penalties for non-compliance are more stringent. Environmental assessments of proposed projects carry a heightened degree of responsibility for companies and directors, officers and employees. The cost of compliance with environmental regulations and changes in such regulations may reduce the profitability of our operations.

Risk Factors Relating to Us
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5. VALUES ATTRIBUTED TO OUR ASSETS MAY NOT BE REALIZABLE AS WE HAVE NO PROVEN HISTORY AND OUR ABILITY TO CONTINUE AS A GOING CONCERN DEPENDS UPON A NUMBER OF SIGNIFICANT VARIABLES. The amounts attributed to our mineral properties in our financial statements represent acquisition and exploration costs and should not be taken to represent realizable value. Further, we have no proven history of performance, revenues, earnings or success. As such, our ability to continue as a going concern is dependent upon the existence of economically recoverable resources, our ability to obtain the necessary financing to complete the development of our interests and future profitable production or alternatively, and upon our ability to dispose of our interests on a profitable basis.

6. WE HAVE NO REVENUES AND WE EXPECT TO INCUR SUBSTANTIAL OPERATING LOSSES. Over the past several fiscal years, we have not generated any revenues from operations. Generating revenues depends significantly on our ability to successfully explore and develop our properties

7. WE ARE DEPENDENT ON OUR KEY PERSONNEL. We are dependent upon the continued

availability and commitment of our key management and consultants, whose contributions to our immediate and future operations are of central importance. We rely on our Chief Executive Officer, Dr. Sally L. Eyre, and our other officers, for our day-to-day operation, our projects and the execution of our business plan. We have

not obtained "key man" insurance for any of our management or consultants and we do not have employment agreements with any of our executive officers, other than Dr. Sally L. Eyre.

8. WE DO NOT PAY DIVIDENDS. Payment of dividends on our shares is within the discretion of our Board and will depend upon our future earnings, our capital requirements and financial condition, and other relevant factors. We do not currently intend to declare any dividends for the foreseeable future.

9. OUR DIRECTORS AND OFFICERS MAY HAVE CONFLICTS OF INTEREST, WHICH MAY NOT BE RESOLVED IN OUR FAVOUR, WHICH IN TURN MAY ADVERSELY AFFECT US. None of our directors or officers, other than Dr. Eyre, devote their full time to our affairs. Most of our directors and officers are also directors, officers and shareholders of other natural resource or public companies, as a result of which they may find themselves in a position where their duty to another company conflicts with their duty to us. There is no assurance that any such conflicts will be resolved in our favour. If any of such conflicts are not resolved in our favour, we may be adversely affected. See Item 6. Directors, Senior Management and Employees for details of other companies that our officers and directors are involved with.

Risk Factors Relating to Title on Properties
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10. TITLE TO THE PROPERTIES IN WHICH WE HAVE AN INTEREST MAY BE IN DOUBT AND ANY CHALLENGE TO THE TITLE TO ANY OF SUCH PROPERTIES MAY HAVE A NEGATIVE IMPACT ON US. A full investigation of legal title to our property interests has not been carried out at this time. Accordingly, title to these property interests may be in doubt. Other parties may dispute title to the properties in which we have an interest. Our property interests may also be subject to prior unregistered agreements or transfers or land claims and title may be affected by undetected defects. Any challenge to the title to any of our property interests may have a negative impact on us as we will incur expenses in defending such challenge and, if the challenge is successful, we will lose any interest it may have in the subject property. In addition, our ability to explore and exploit the property interests is subject to ongoing approval of local governments. If we do not pay the balance of the purchase price for the Property to Rubicon, we could lose the Property.

11. TITLE OPINIONS PROVIDE NO GUARANTEE OF TITLE AND ANY CHALLENGE TO THE TITLE TO ANY OF SUCH PROPERTIES MAY HAVE A NEGATIVE IMPACT ON US. Although we have or will receive title opinions for any concessions in which we have or will acquire a material interest, there is no guarantee that title to such concessions will not be challenged or impugned. Any challenge to the title to any of our properties in which we have an interest may have a negative impact on us as we will incur expenses in defending such challenge and, if the challenge is successful, we will lose any interest we may have in the subject property.

Risk Factors Relating to Mining Generally
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12. MINING EXPLORATION IS A SPECULATIVE BUSINESS AND MOST EXPLORATION PROJECTS DO NOT RESULT IN THE DISCOVERY OF COMMERCIALLY MINEABLE DEPOSITS. Exploration for minerals or precious gems is a speculative venture necessarily involving substantial risk. The expenditures made by us described herein may not result in discoveries of commercial quantities of minerals or precious gems. The failure to find an economic mineral deposit on any of our mineral properties will have a negative effect on us.

13. MINING OPERATIONS GENERALLY INVOLVE A HIGH DEGREE OF RISK AND POTENTIAL LIABILITY. Hazards such as unusual or unexpected formations and other

conditions are involved in mining. We may become subject to liability for pollution, fire, explosions, cave-ins or hazards against which we cannot insure or against which we may elect not to insure. The incurrence of any such liabilities may have a material, adverse effect on our financial position.

14. MINERAL PRICES AND MARKETABILITY FLUCTUATE AND ANY DECLINE IN MINERAL PRICES MAY HAVE A NEGATIVE EFFECT ON US. Mineral prices, particularly gold and silver prices, have fluctuated widely in recent years. The marketability and price of minerals and precious gems, which may be acquired by us, will be affected by numerous factors beyond our control. These other factors include delivery uncertainties related to the proximity of our reserves to processing facilities and extensive government regulation relating to prices, taxes, royalties, allowable production land tenure, the import and export of minerals and precious gems and many other aspects of the mining business. Declines in mineral prices may have a negative effect on us.

15. MINING IS A HIGHLY COMPETITIVE INDUSTRY. The mining industry is intensely competitive and we must compete in all aspects of our operations with a substantial number of large established mining companies

with substantial capabilities and greater financial and technical resources than us. We may be unable to acquire additional attractive mining properties on terms we consider to be acceptable. Our inability to acquire attractive mining properties would result in difficulties in our obtaining future financing and profitable operations.

Risk Factors Relating to Financing
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16. ADEQUATE FUNDING MAY NOT BE AVAILABLE, RESULTING IN THE POSSIBLE LOSS OF OUR PROPERTY INTERESTS. Sufficient funding may not be available to us for further exploration and development of our property interests or to fulfil our obligations under applicable agreements. We may not be able to obtain adequate financing in the future or the terms of such financing may not be favourable. Failure to obtain such additional financing could result in delay or indefinite postponement of further exploration and development of properties with the possible loss of such properties. We will require new capital to continue to operate our business and to continue with exploration on our properties, and additional capital may not be available when needed, if at all.

17. FUNDING AND PROPERTY COMMITMENTS WILL RESULT IN DILUTION TO OUR SHAREHOLDERS. It is likely that any additional capital required by us will be raised through the issuance of additional equity, which will result in dilution to our shareholders. Further, as described in Item 4. Information on the Company - Business Overview, we are required to issue common shares in order for us to keep our interests in properties. Such Property Share issuances will also result in dilution to our shareholders.

18. SUBSTANTIAL EXPENDITURES ARE REQUIRED FOR COMMERCIAL OPERATIONS AND IF FINANCING FOR SUCH EXPENDITURES IS NOT AVAILABLE ON ACCEPTABLE TERMS, WE MAY NOT BE ABLE TO JUSTIFY COMMERCIAL OPERATIONS. If mineable deposits are discovered, substantial expenditures are required to establish reserves through drilling, to develop processes to extract the resources and, in the case of new properties, to develop the extraction and processing facilities and infrastructure at any site chosen for extraction. Although substantial benefits may be derived from the discovery of a major deposit, resources may not be discovered in sufficient quantities to justify commercial operations or the funds required for development may not be obtained at all or on terms acceptable to us.

19. LACK OF FUNDING TO SATISFY CONTRACTUAL OBLIGATIONS MAY RESULT IN THE LOSS OF OUR PROPERTY INTERESTS. We may, in the future, be unable to meet our share of costs incurred under agreements to which we are or will be a party and we may have our property interests reduced or even face termination of such agreements. We have acquired an option to acquire interests in one property in Canada and in order to obtain ownership of the property, we must make payments to the owners of the property. In order to secure ownership of these properties, additional financing may be

required. Our failure to make the requisite payments in the prescribed time periods will result in us losing our entire interest in the subject property and we will no longer be able to conduct our business as described in this Registration Statement. We may not have sufficient funds to: (a) satisfy the option payment required to be made in 2005 in relation to the Property; (b) make the minimum expenditures to maintain the Property in good standing under Canadian law. In such event, we may seek to enter into a joint venture or sell the subject property or elect to terminate our option. See Item 4. Information on the Company - Business Overview and Item 5. Operating and Financial Review and Prospects - Tabular Disclosure of Contractual Obligations for details of the property payments we are required to make to earn our interests.

Risk Factors Relating to Common Shares
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20. THE PRICE OF OUR SHARES IS VOLATILE. Publicly quoted securities are subject to a relatively high degree of price volatility. It may be anticipated that the quoted market for our shares will be subject to market trends generally, notwithstanding any potential success of us in creating sales and revenues.

21. THERE IS AN ABSENCE OF A LIQUID TRADING MARKET FOR OUR SHARES. Our shareholders may be unable to sell significant quantities of shares into the public trading markets without a significant reduction in the price of their shares, if at all. We may not continue to meet the listing requirements of the TSX Venture Exchange or achieve listing on any other public listing exchange. Our Shares are not listed on any exchange or quotation system in the United States and there can be no assurance that a market will develop or be sustained in the United States.

22. THE PENNY-STOCK RULE MAY LIMIT TRADING IN OUR SHARES. In October 1990, Congress enacted the "Penny Stock Reform Act of 1990." "Penny Stock" is generally any equity security other than a security (a) that is registered or approved for registration and traded on a national securities exchange or an equity security for which quotation information is disseminated by The National Association of Securities Dealers Automated Quotation ("NASDAQ") System on a real-time basis pursuant to an effective transaction reporting plan, or which has been authorized or approved for authorization upon notice of issuance for quotation in the NASDAQ System, (b) that is issued by an investment company registered under the Investment Company Act of 1940, (c) that is a put or call option issued by Options Clearing Corporation, (d) that has a price of five dollars (US) or more, or (e) whose issuer has net tangible assets in excess of $2,000,000(US), if the issuer has been in continuous operation for at least three years, or $5,000,000(US) if the issuer has been in continuous operation for less than three years, or average revenue of at least $6,000,000(US) for the last three years.

Our Common Shares are presently considered "Penny Stock" under these criteria. Therefore, the Common Shares are subject to Rules 15g-2 through 15g-9 (the "Penny Stock Rules") under the Exchange Act. The "Penny Stock" trading rules impose duties and responsibilities upon broker-dealers and salespersons effecting purchase and sale transactions in our shares, including determination of the purchaser's investment suitability, delivery of certain information and disclosures to the purchaser, and receipt of a specific purchase agreement from the purchaser prior to effecting the purchase transaction. Compliance with the "Penny Stock" trading rules affect or will affect the ability to resell our shares by a holder principally because of the additional duties and responsibilities imposed upon the broker-dealers and salespersons recommending and effecting sale and purchase transactions in such securities. In addition, many broker-dealers will not effect transactions in penny stocks, except on an unsolicited basis, in order to avoid compliance with the "Penny Stock" trading rules. Consequently, the "Penny Stock" trading rules may materially limit or restrict the number of potential purchasers of our shares and the ability of a holder to resell our stock.

So long as the Common Shares are within the definition of "Penny Stock" as defined in Rule 3a51-1 of the Exchange Act, the Penny Stock Rules will continue to be applicable to the Common Shares. Unless and until the price

per share of Common Shares is equal to or greater than $5.00(US), or an exemption from the rule is otherwise available, the Common Shares may be subject to substantial additional risk disclosures and document and information delivery requirements on the part of brokers and dealers effecting transactions in the Common Shares. Such additional risk disclosures and document and information delivery requirements on the part of such brokers and dealers may have an adverse effect on the market for and/or valuation of the Common Shares.

23. CLASSIFICATION AS A PASSIVE FOREIGN INVESTMENT COMPANY HAS ADVERSE INCOME TAX CONSEQUENCES FOR UNITED STATES SHAREHOLDERS. We believe we are a Passive Foreign Investment Company ("PFIC"), as that term is defined in Section 1297 of the Internal Revenue Code of 1986, as amended, and we believe we will be a PFIC in the foreseeable future. Consequently, this classification will result in adverse tax consequences for U.S. holders of our shares. For an explanation of these effects on taxation, see Item 10. Additional Information - United States Federal Income Tax Consequences. U.S. shareholders and prospective holders of our shares are also encouraged to consult their own tax advisers.

24. WE ARE LOCATED OUTSIDE OF THE UNITED STATES WHICH MAKES IT DIFFICULT TO EFFECT SERVICE OF PROCESS OR ENFORCE WITHIN THE UNITED STATES ANY JUDGMENTS OBTAINED AGAINST US OR OUR OFFICERS OR DIRECTORS. Substantially all of our assets are located outside of the United States and we do not currently maintain a permanent place of business within the United States. In addition, all of the directors and officers are nationals and/or residents of countries other than the United States, and all or a substantial portion of such persons' assets are located outside the United States. As a result, it may be difficult for investors to effect service of process or enforce within the United States any judgments obtained against us or our officers or directors, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state thereof. In addition, there is uncertainty as to whether the courts of Canada and other jurisdictions would recognize or enforce judgments of United States courts obtained against us or our directors and officers predicated upon the civil liability provisions of the securities laws of the United States or any state thereof, or be competent to hear original actions brought in Canada or other jurisdictions against us or our directors and officers predicated upon the securities laws of the United States or any state

thereof. Further, any payments as a result of judgments obtained in Canada should be in Canadian dollar and service of process in Canada must generally be effectuated personally and not by mail.

ITEM 4. INFORMATION ON US

OUR HISTORY AND DEVELOPMENT

We were originally incorporated under the COMPANY ACT (British Columbia) on January 15, 1969 under the name "Mark V. Mines Limited (N.P.L.)". On October 4, 1994 we changed our name to "TLC Ventures Corp.". Effective March 29, 2004, the COMPANY ACT (British Columbia) was replaced by the BUSINESS CORPORATIONS ACT (British Columbia). Our North American office and principal place of business is located at Suite 285, 200 Granville, Vancouver, British Columbia, Canada, V6C 1S4 (phone: (604) 681-9944). Our registered and records office is Suite 1400, 1055 West Hastings Street, Vancouver, British Columbia, V6E 2E9 (phone: (604) 688-6900).

We are a "reporting" company in the Provinces of British Columbia and Alberta. Our Common Shares have been listed and posted for trading on the Exchange (TSXV: TLV) since October 5, 1994.

We do not have an agent in the United States.

We are a Canadian mineral exploration and mine development company that is focused on the acquisition, advancement and development of gold and base metal assets around the world.

The following is a summary of certain significant developments with respect to

our business during the past three fiscal years.

MANAGEMENT REORGANIZATION
- -------------------------

On December 11, 2003, we announced a management reorganization wherein our former Directors Mr. Robert Anderson, Mr. John P. Bradford, and Mr. Rodney Spence resigned, and Mr. Edward Farrauto, CGA, Mr. Douglas B. Forster, M.Sc., P.Geo and Dr. Richard Henley, PhD., FAICD were appointed as Directors. Mr. Bharmal resigned as President and Mr. Farrauto was appointed President and Chief Financial Officer. Dr. Henley was appointed Chairman of the Board of Directors, and Mr. David Toyoda was appointed Secretary. For more information about our current directors and officers see, "Item 6. Directors, Senior Management and Employees".

ACQUISITION OF POINT LEAMINGTON PROPERTY
- --

We entered into an option agreement with Rubicon Minerals Corp. ("Rubicon") on February 16, 2004 (the "Acquisition Agreement") to acquire a 100% interest in certain real property located in north-central Newfoundland, Canada (the "Property"). The Property's Zn-Au-Ag-Cu deposit, discovered by Noranda Inc. in 1971, is located 26 kilometres north of Grand Falls, north-central Newfoundland, Canada. The Property is described in greater detail below at "- Description of the Point Leamington Property." At the time of the Acquisition Agreement, Douglas Forster, one of our Directors also served as a Director of Rubicon.

Under the terms of the Acquisition Agreement, in order to exercise the option and acquire a 100% interest in the Property, we will be required to issue a total of 300,000 Common Shares and pay $250,000 to Rubicon. On May 7, 2004, we exercised the option by issuing 150,000 Common Shares and paying $125,000 to Rubicon, with the balance to be paid on the following terms:

- 75,000 Common Shares and $50,000 due and payable on May 7, 2005; and

- 75,000 Common Shares and $75,000 due and payable on May 7, 2006.

If we do not pay in full the remaining balance when due, ownership of the Property will revert back to Rubicon. We or any of our nominees have a right of first refusal on the purchase, at market value, of any or all of the 300,000 Common Shares if Rubicon intends to sell them. There is an area of interest (AOI) in the Acquisition Agreement whereby additional claims staked by either Rubicon or us within 1.5 kilometres of the boundary of the Property will form part of the Acquisition Agreement. Subsequent to signing the Acquisition Agreement, we have acquired by

staking an additional 80 claims covering 2,000 hectares surrounding the Property. In addition, if prior to us paying Rubicon 300,000 Common Shares and $250,000, we sell a 100% interest in the project to an arm's-length third party, Rubicon is entitled to receive 50% of the gross sale proceeds less the total consideration paid to Rubicon pursuant to the Acquisition Agreement prior to the date of sale. Rubicon retains a right of first refusal on the purchase of Noranda Exploration Co. Ltd's ("Noranda") 1.5% net smelter return royalty (NSR) on the Property. Rubicon also retains an option to purchase the 0.5% NSR held by MFC Merchant Bank for $500,000.

STRATEGIC/CONSULTANT AGREEMENTS
- -------------------------------

We entered into a Strategic Alliance Agreement with Orogen Holding (BVI) Limited, a wholly owned subsidiary of Gold Fields Ltd. ("Gold Fields"), dated December 11, 2003 whereby we will have exclusive, reciprocal Rights of First Review of Data from mineral properties that either company wishes to sell, option or joint venture. In the case of Gold Fields, the exclusive Rights held by us to review project data on projects that Gold Fields decides to sell, option or joint venture applies to all Gold Fields projects except projects deemed to be of a strategic nature to their business. These reciprocal rights expire on December 11, 2006. As part of this agreement, Gold Fields also has the right to maintain their approximate 9.5% equity interest in us by pro-rata participation in future equity financings for a period of three years, expiring on December 11, 2006.

Pursuant to an agreement dated December 12, 2003, Endeavour Financial Ltd. ("Endeavour") has agreed to act as an Advisor to us. The services to be provided to us will include assistance in project evaluation and acquisition and capital markets advice. Endeavour has provided financial advisory services to the mining and minerals industries for 15 years. They are a private, independent investment banking firm. Over the years, Endeavour has structured and arranged numerous project, acquisition and corporate financings, corporate mergers and acquisitions, mine acquisitions and divestitures.

PRIVATE PLACEMENTS
- ------------------

On December 11, 2003, as part of the management reorganization, we announced a non-brokered private placement of up to 5,000,000 Common shares at a price of $0.25 per Share. On January 28, 2004, we closed the private placement, raising gross proceeds of $1,250,000.

Subsequently, on February 18, 2004, we announced a brokered $6,250,000 private placement financing with Haywood Securities Inc. acting as Agent. The private placement closed in May 2004 and consisted of 5,000,000 Units at $1.25 per Unit for gross proceeds of $6,250,000. Each Unit consists of one Common Share and one-half of one Common Share purchase warrant. One full warrant will allow the holder to purchase one Common Share at a price of $1.50 per Share until May 7, 2005. We paid Haywood Securities Inc. a commission of 6% of the gross proceeds on the financing by the issuance of 300,000 Units. The Agent also received Agent's Warrants representing 5% of the financing. Each Agent's Warrant is exercisable into one Common Share at $1.25 until May 7, 2005. All securities issued in connection with the private placement are subject to a minimum four-month hold period from closing.

In September 2004, we closed a non-brokered private placement of 300,000 units at $1.25 per Unit for gross proceeds of $375,000. Each unit consists of one Common Share and one full Common Share purchase warrant. One warrant will allow the holder to purchase one Common Share until September 29, 2006 at a price of $1.50 per share. No commissions or finders fee was paid in conjunction with this financing.

DISPOSITION OF PROPERTY
- -----------------------

Prior to the management reorganization announced on December 11, 2003, we had purchased a 10% working interest in 103 mineral claims in the Dawson and Mayo mining districts in the Yukon for $50,000 from Thor Exploration Ltd. in 2001. During 2002, we purchased a further 20% interest in that property for $150,000. We subsequently sold this property back to Thor Exploration Ltd. for $1 in 2003.

BUSINESS OVERVIEW

We are in the mineral exploration and development business. We are an exploration stage company and we have no revenues from operations. Currently, our sole property interest consists of our rights in the Point Leamington Property, including the additional 80 claims covering 2,000 hectares surrounding the Property. The Property is described in greater detail below at "-Description of the Point Leamington Property." We will also focus on acquiring and developing global precious and base metal assets.

There is no assurance that a commercially viable mineral deposit exists on any of our properties. Further exploration will be required before a final evaluation as to the economic and legal feasibility of any of our properties is determined. An airborne geophysical survey, using a deep penetrating, electro-magnetic and magnetometer system is planned during 2005 to allow for extrapolation of the prospective stratigraphy and definition of additional exploration targets on the Property. This survey, which would cover approximately 1,000 line kilometres at 100 metre line spacing, would cost approximately $125,000. Additional diamond drilling may be carried out upon completion and interpretation of the planned airborne survey to explore new geophysical targets and further expand the higher grade Zn-Au zones intersected in the 2004 Phase One drill program. Even if we complete our exploration program and are successful in identifying a mineral deposit, we will have to spend substantial funds on further drilling and engineering studies before knowing

that we have a commercially viable mineral deposit or reserve.

ORGANIZATIONAL STRUCTURE

We have no subsidiaries.

PROPERTY, PLANTS AND EQUIPMENT

Our administrative offices are located in leased premises at Suite 285, 200 Granville Street, Vancouver, British Columbia, V6C 1S4. We have no significant plant or equipment for our operations other than computer equipment, software, furniture and office equipment. Equipment used for exploration or drilling is rented or contracted as needed.

DESCRIPTION OF THE POINT LEAMINGTON PROPERTY

The disclosure in this section is based on a report entitled "Point Leamington Massive Sulphide Deposit Independent Technical Report" prepared by Callum Grant, P.Eng. and Gary Ciroux, P.Eng of HATCH Associates Ltd. of Suite 200 - 1550 Alberni Street, Vancouver, British Columbia, Canada, V6E 1A5.

PROPERTY DESCRIPTION AND LOCATION

The Point Leamington massive sulphide deposit (the "Property") is located in north-central Newfoundland, Canada, approximately 70 kilometres northwest of Gander and 37 kms north of the town of Grand Falls. The Property sits in a low-lying swampy area accessible via an 8km logging road connecting to the Trans Canada Highway #1, or directly via helicopter from Gander, and is particularly well located with respect to access to tidewater.

ACCESSIBILITY, CLIMATE, LOCAL RESOURCES, INFRASTRUCTURE AND PHYSIOGRAPHY

The Property consists of a Mining Lease covering 263 hectares. Subsequent to signing the Acquisition Agreement, we have acquired by staking an additional 80 claims covering 2,000 hectares surrounding the Property. These new claims have not been surveyed however we have received confirmation from the Newfoundland Department of Mines that they have been accepted for filing and duly accepted. The topography around the Property is low-lying and swampy.

The climate is typical of the north-central region of Newfoundland with cold winters and heavy snowfalls throughout the winter months, and generally warm but variable summers. Precipitation falls mainly in winter, predominantly as snow or rain from December through March. The mean annual precipitation is 655 mm.

HISTORY

Noranda discovered the Property in 1971 as part of a regional program for massive sulphide deposits. Noranda completed two programs of diamond drilling on the property (17,896m in 70 holes), various geophysical programs, and two phases of metallurgical testwork.

In 1999/2000, Rubicon completed a first phase of three drill holes followed by an additional nine diamond drill holes, several of which were deepened from original Noranda holes. Rubicon's principal target was an interpreted deep zone below the main footwall stringer zone in aphanitic felsic volcanics.

Noranda completed two Inferred Resource estimates, the first in 1975 totalling 12.5 million tonnes grading 1.9% Zn, 0.9g/T Au, 20.9g/T Ag, and 0.48% Cu. In 1978, additional drilling and a higher cutoff grade of 6% ZnEq was used to generate a higher-grade Inferred Resource as follows:

Zone	Tonnes	Zn, %	Cu, %	Au, g/T	Ag, g/T
Lower	1,490,566	7.34	0.43	2.25	54.7

(Zinc equivalent grades were based on recoveries of between 40% and 60% for Cu, Ag, and Au and metal prices of $0.40/lb, $8.40/oz, and $536/oz respectively).

To date, exploration activities have defined three areas of sulphide

mineralization along a 500 m long, north-trending, structure separated into Hangingwall and Footwall Zones. The depth extent of the mineralization defined by drilling below surface elevation is approximately 360m, and widths are typically in the 3m-20m range with a maximum of 85m (true widths).

GEOLOGICAL SETTING

The property sits in the Dunnage tectonic-stratigraphic zone of Newfoundland, interpreted by Strong (1977), Dean (1978), and Kean et. al. (1981) as an Ordivician-Silurian island arc complex, which was built upon Cambro-Ordivician oceanic crust. The rocks therefore have ophiolitic affinities, subjected to subsequent metamorphic events.

The Dunnage Zone can be divided into a number of belts, all of which are known to host Volcanic Massive Sulphide (VMS) types of deposits. The most significant VMS deposit in the region is the Buchans deposit where five main orebodies were mined between 1928 and 1984 producing a total of 16.2 million tonnes grading 15.51% Zn, 7.56% Pb, 1.33% Cu, 1.37g/T Au, and 126g/T Ag. The mineralization at Buchans is recognised as a typical "Kuroko" style of VMS deposit associated with felsic Pyroclatsic rocks and breccias.

The deposit occurs along a north-south trending contact zone between mafic volcaniclastics to the west and a thick cherty rhyolite dome sequence to the east. Massive sulphide mineralization lies at this steeply dipping contact within what has been interpreted as a westward-facing dome complex composed mainly of felsic hyalites of a porphyritic or fragmental lithology. Dyke rocks cutting through the massive sulphide zone are common throughout the drill core.

From hangingwall to footwall, the deposit is underlain by thinly bedded volcanic sediments, cherty sediments, fine-grained tuffs, and quartz crystal tuffs, below which is found a sequence of graphitic to argillaceous or cherty rhyolites representing the top of the massive sulphide units and considered as the marker horizon. The massive sulphide unit (MS) itself occurs in felsic units (including tuffs) underlain by massive and brecciated rhyolites with stringers of pyrite +/- sphalerite mineralization. The total thickness of the massive sulphide and lower stringer zone can exceed 400m.

Point Leamington can be classed as a VMS deposit based on style of mineralization, host rocks consisting of felsic volcanics and breccias, and a massive sulphide, breccia, or stockwork style of mineralization occupying zones of fracturing, possibly associated preferentially with intercalated altered tuff zones. Zoning of mineralogy can be a characteristic feature with sphalerite - galena in the upper parts of the volcanic pile trending to more copper-rich mineralization at depth.

VMS deposits are a major source of zinc and copper and often contain significant by-product credits in gold and silver. Prominent examples are the Westmin deposit on Vancouver Island, Kidd Creek in Ontario, and the Buchans deposit in Newfoundland. These deposits typically occur in clusters and vary in size from less than a million tonnes to several tens of millions of tonnes, and are amenable to both open pit and underground mining.

Mineralization on the Property has been defined along a near-surface zone along a 500m strike length and to depths of 360m. A large, low-grade geological inferred resource of 12.5Mt and a higher-grade inferred resource of 1.49Mt have been estimated from previous Noranda work.

At Point Leamington, mineralization is composed of very fine-grained, brown to grey sphalerite (up to 80%); pyrite and minor marcasite (12%); some arsenopyrite (5%); chalcopyrite (2%); silver-bearing, lead sulphosalts (<1%); cassiterite (<1%); and trace pyrrhotite, covellite, galena, chalcocite, tetrahedrite, stannite, jamesonite, covellite, and native copper.

An upper pyrite-rich zone and lower zinc-rich zone have been recognised by Rubicon geologists. The sulphides are typically fine-grained, with only occasional sections with coarser-grained mineralization (in the lower zone). Quartz is the most common gangue mineral associated with the massive sulphides. Stringer mineralization consists mainly of pyrite.

EXPLORATION

The following information taken from the Rubicon files is a summary of exploration on the Property:

Year	Exploration
1953	Original mapping of the area by Newmont Mining Corporation
1956	Mapping and prospecting by NALCO
1970s	Airborne geophysics by Phelps Dodge
1971-74	Reconnaissance silt sampling (Noranda) lead to discovery of the zone and an initial drill hole. Subsequently a total of 45 holes were completed by Noranda between 1971 and 1977
1984	Drilling (5 holes) and geophysics by Noranda
1986-88	Additional 4 holes by Noranda for metallurgical testwork, followed by a further 6 holes with one reported at 4.67% Zn and 1.68g/T Au (plus silver and weak Cu) over 11m. Late in this period, 8 other holes intersected weak mineralization
1997	Two additional holes by Noranda
1998-2000	Rubicon acquired the Property and completed 12 holes.

DRILLING

Drilling by Noranda can be summarised as follows:

Year	Holes	Objective/Results	Metres
1971	1	Discovery Hole	
1971-74	44	Testing sulphides along strike and to 550m in depth	
1984	5	Testing MaxMin anomalies, plus deeper mineralization	
1986	4	Metallurgical testwork	
	6	Testing of zone along strike	
1987-88	8	Weakly mineralised MS	
1997	2	Minor pyrite	
TOTAL	70		17,896

The Rubicon drill programs of 1998 thru 2000 were as follows:

Year	Holes	Objective/Results	Metres
1999-2000	3	Phase 1 to test deep zones below footwall rhyolite	
	9	Phase 2 which intersected at least 4 horizons at depths of +450m hosting weakly mineralised, narrow sulphides	
TOTAL	12		3,818

Significant intercepts from the Noranda and Rubicon deeper drilling are recorded as follows:

Drill Hole	Intercept (m)	Zn,%	Au, g/T	Ag, g/T	Cu,%
71-08	7.62	4.43	6.85	90.07	0.44
73-36	11.58	11.82	3.84	50.19	0.66
73-40	12.80	6.12	3.51	97.50	0.41

PL-67	21.72	5.59	1.99	34.42	0.69
PL-68	16.74	4.07	1.95	40.88	0.26

This latest drill program by Rubicon provided indications of extensions to the VMS mineralization compared to the earlier Noranda work.

"Main Zone" massive sulphide mineralization was encountered 275m to the south of the previous Noranda limit as demonstrated in Rubicon's hole #PL-072 (8m grading 0.4% Zn, plus by-products in copper, and precious metals), and extensions to several of the earlier Noranda holes to depths of 300-500m encountered low-grade but interesting zinc, copper, and precious metals values in a felsic sequence containing at least four horizons interpreted by Rubicon to possibly point to a favourable pattern of "stacked zones".

EXPLORATION AND DEVELOPMENT

The delineated mineralization for the Property is classified as an Inferred Resource according to the following definition from National Instrument 43-101 of the British Columbia Securities Commission:

> "An 'Inferred Mineral Resource' is that part of a Mineral Resource for which quantity and grade or quality can be estimated on the basis of geological evidence and limited sampling and reasonably assumed, but not verified, geological and grade continuity. The estimate is based on limited information and sampling gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings and drill holes."

The drill hole information shows reasonable geologic continuity for the massive sulphide domain with the zone apparent on all sections and level plans separated by a single cross fault. The uncertainty on down hole surveys, the wide spacing of drill hole data relative to the ranges of semivariograms, the lack of quality assurance/quality control data and the lack of measured specific gravities, however, all necessitate a classification of inferred for this resource.

Results of the resource estimation at various zinc cutoff grades can be tabulated as follows:

CutOff %Zn	Tonnes > Cutoff (tonnes)	Average Grade above Cutoff Zn (%)	Cu (%)	Au (g/T)	Ag (g/T)
1.00	12,300,000	1.92	0.28	0.88	16.94
2.00	3,500,000	3.23	0.28	1.37	25.90
3.00	1,600,000	4.16	0.23	1.54	31.26
4.00	620,000	5.42	0.29	1.81	31.96

The Property consists of a VMS massive sulphide zone of zinc-copper-gold-silver mineralization at the contact of mafic volcanics in the hangingwall and a rhyolitic dome sequence in the footwall. Mineralization is interpreted to have occurred in several stages of replacement and brecciation along a prominent north-south trending zone. A central Hangingwall Zone dipping at 70 degrees to the west has been investigated by drilling along a 500 m strike length and to depths of ~400 m with widths varying from 4m to 20m (maximum 85m). The mineralization responds with difficulty to standard flotation metallurgy as demonstrated from bench-scale test work completed by Noranda.

The latest drilling by Rubicon in 1999/2000 provided evidence of extensions of the Main Zone massive sulphide zone(s) to the south compared to the earlier Noranda work. In addition, deep drilling to depths of >350m encountered stringer-style of pyrite mineralization possibly representing a lower horizon with a favourable environment for massive sulphides deposition.

The overall dimensions of the mineralization, its location close to surface, good access close to tidewater, and promising exploration targets along strike and to depth, justify further consideration within our overall corporate exploration plan. Deeper mineralization below the main zone of sulphides would

have to be of significantly higher grade than currently indicated (to support an underground operation), but remains a valid, although higher-risk exploration target.

A drill program is warranted to test the lateral and depth extents of the favourable massive sulphide zones at Point Leamington. Specific targets are:

- Down-dip from Hole #72 which intercepted ~8m of low-grade mineralization in the massive sulphide horizon approximately 275m along strike beyond the main zone originally defined by Noranda in the 1970s and 1980s;

- Extensions of the interpreted high-grade Zn-Au zone at depth

- The deep footwall zone encountered by Rubicon in the 2000 drill program

Down-hole geophysics may also be useful to target zones for further drilling. Other recommended work would include further geological investigation interpretation of the high-grade zinc zone, and limited metallurgical investigations with the objective of improving processing characteristics of the mineralization.

Specific gravity measurements must be completed on a representative number of samples from various grade ranges to determine the relationship between grade and bulk density for all rock and mineralization types.

All future drill hole sampling should be completed with a full Quality Assurance/Quality Control program including the introduction of blank samples and representative standards into the assay stream at regular intervals. In addition, a representative number of random duplicates should be selected for re-assay at a second lab where the remaining pulps should be placed in new bags, given a random number supplied by us, and resubmitted to the primary lab. In this manner a representative number of assays can be completed in triplicate with checks available to both identify and quantify any laboratory bias and quantify sampling precision.

All drill holes should have down-hole surveys. A few older holes should also be re-surveyed for accuracy of the historical work, and holes twinned if required.

The additional work program recommended for the Property would therefore be as follows:

Work Program	Description	
Down-Hole Geophysics		$150,000
Diamond Drilling, Phase 1	5,000m @ $60/metre, all-in cost	$300,000
Metallurgical Testwork	To investigate potential for improved recoveries	$ 50,000
General & Admin		$ 25,000
Contingency, 10%		$ 25,000
TOTAL ESTIMATE		$550,000

Additional drill expenditures may be required depending on results of the Phase One drilling listed above.

On December 3, 2004, we completed our Phase One drill program. The results set out below are based on management's review of the data.

The Phase one drill program consisted of 2,402 metres of diamond core drilling in five holes and was designed to locate extensions of the known higher grade Zn-Au mineralization outside the current resource, both at depth and along strike, and to expand the recently discovered South Zone.

Drill hole PL04-077 was drilled along the projection of higher grade massive sulphide mineralization in the southern portion of the main deposit, beyond the lower edge of previously defined mineralization. This hole intersected 4.00

metres of massive sulphide grading 14.94% Zn, 4.93 g/T Au, 59.0 g/T Ag and 0.36% Cu (see Table 1). Additional drilling was targeted on a new sulphide zone, the South Zone, discovered in the final hole of a previous drill program in 2000 and located about 250 metres south of the known limit of the Point Leamington deposit. Drill Hole PL04-073 and PL04-074 targeted this zone down plunge to the north. PL04-073 intersected 3.9 metres of massive sulphide, grading 5.18% Zn, 1.65 g/T Au, 33.1 g/T Ag and 0.27% Cu (see Table 1) 110 metres from the previous intersection (PL-072 drilled in 2000 which returned 8.08 metres grading 0.44% Zn, 1.08 g/T Au, 0.66% Cu). This mineralization is interpreted to lie at the same stratigraphic horizon and likely represents a faulted offset of the Point Leamington deposit. The potential exists for additional mineralization between these two mineralized zones. Drill hole PL04-074 was intended to test the South Zone 75 metres down dip from PL04-073 but intersected a wide dyke at the target depth. As such, the South Zone remains untested below PL04-073 and PL-072.

Two drill holes PL04-075 and PL04-076, explored the entire thickness of prospective volcanic stratigraphy for additional mineralized horizons. Several lower grade intervals of stringer to semi-massive sulphide mineralization were intersected in this section, particularly within the footwall unit to the main deposit (see Table 1).

Table 1 - Drill Results - Point Leamington, 2004 Phase One Drill Program

<TABLE><CAPTION>

Hole	From (m)	To (m)	Drilled Width (m)	True Width (calc.)	Zn%	Au g/T	Ag g/T	Cu%
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
PL04-073								
South Zone	239.20	243.20	4.00	3.90	5.18	1.65	33.1	0.27
incl.	240.70	242.85	2.15	2.10	7.47	1.71	35.0	0.30
Or	237.17	243.20	6.03	5.88	3.91	1.14	25.0	0.21
PL04-074								
Footwall	344.94	346.40	1.46	0.84	0.74	1.69	23.3	.03
PL04-075								
	421.88	426.67	4.79	*n.p.o.	0.42	<.005	0.03	0.01
	548.44	550.25	1.79	1.29	0.45	0.12	2.6	0.02
PL04-076								
	549.80	550.73	0.93	0.81	0.18	7.31	3.8	0.02
	574.70	575.75	1.05	*n.p.o.	0.21	0.47	1.1	0.01
	577.65	582.34	4.69	*n.p.o.	0.67	0.05	0.3	0.01
PL04-077								
Main Zone	400.36	405.03	4.67	4.00	14.94	4.93	59.0	0.36
Footwall	409.40	412.40	3.00	1.93	0.85	0.19	3.1	0.04
	418.37	420.75	2.38	*n.p.o.	0.59	0.10	0.3	0.04
	433.80	436.29	1.49	1.14	0.64	0.32	0.7	0.03
	437.80	441.42	3.62	1.81	0.61	0.38	0.7	0.06
	466.08	468.39	2.31	1.63	1.50	0.20	0.4	0.07

</TABLE>

*n.p.o. = no preferred orientation apparent, i.e. breccia or stockwork mineralization

Assaying was conducted on sawn, one-half, NQ-sized core sections and analyzed at Eastern Analytical Ltd., Springdale, Newfoundland. Gold was analyzed by fire assay-atomic absorption on a 30 gram sub-sample. Check analyses were done on all samples with greater than 1.0 g/T Au. Base metals and other elements were analyzed by aqua regia digestion and inductively coupled plasma-atomic emission spectroscopy (ICP-AES). Any of Zn, Cu, or Ag that reported greater than detection limits was re-assayed using atomic absorption. Duplicate and blank samples were included in each sample batch. A pulp from approximately every tenth sample was forwarded to Chemex Labs in North Vancouver, B.C. for check gold (fire assay-atomic absorption) and ICP (aqua regia digestion, and ICP-AES) analyses. The Phase One drill program was managed by Vancouver-based Equity Engineering Limited under the direction of Murray Jones, M.Sc. P.Geo. an

independent and qualified person as defined by National Instrument 43-101.

Regional government mapping and lithogeochemical sampling has indicated that the Property's host volcanic stratigraphy extends well beyond the vicinity of the deposit. However, exploration on the Property is hindered by a lack of outcrop exposure of the prospective volcanic rocks that host the massive sulphide mineralization. An airborne geophysical survey, using a deep penetrating, electro-magnetic and magnetometer system is planned during 2005 to allow for extrapolation of the prospective stratigraphy and definition of additional exploration targets on the Property. This survey, which would cover approximately 1,000 line kilometres at 100 metre line spacing, would cost approximately $125,000. Additional diamond drilling may be carried out upon completion and interpretation of the planned airborne survey to explore new geophysical targets and further expand the higher grade Zn-Au zones intersected in the 2004 Phase One drill program.

NONE OF THE MINERAL PROPERTIES IN WHICH WE HOLD AN INTEREST IS KNOWN TO CONTAIN COMMERCIAL QUANTITIES OF MINERALS OR PRECIOUS GEMS. ALL EXPLORATION PROGRAMS PROPOSED FOR ANY MINERAL PROPERTIES IN WHICH WE HAVE AN INTEREST ARE EXPLORATORY IN NATURE.

Management reviews the carrying value, for accounting purposes, of mineral rights and deferred exploration costs as described in Item 5. Operating and Financial Review and Prospects.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

RESULTS OF OPERATIONS

The following discussion and analysis of financial conditions and results of operations should be read in conjunction with our financial statements included in Item 17 of this Form 20-F.

Our results of operations, presented in accordance with Canadian GAAP are summarized below:

<TABLE><CAPTION>

	YEAR ENDED DECEMBER 31, 2004	YEAR ENDED DECEMBER 31, 2003	YEAR ENDED DECEMBER 31, 2002
<S>	<C>	<C>	<C>
REVENUE	$-	$-	$-
EXPENSES			
Audit and accounting	$ 32,605	$ 8,700	$ 4,238
Amortization	10,605	--	--
Bank Charges	660	400	222
Foreign exchange	441	--	--
Consulting Fees	63,000	--	--
Insurance	19,015	--	--
Legal fees	110,827	14,349	2,043
Marketing	46,569	--	--
Office, Postage and Printing	43,145	--	--
Rent	34,375	23,550	25,600
Salaries and Wages	274,624	--	--
Salaries and Wages - Stock Compensation	824,517	133,239	--
Shareholder Relations	7,563	16,362	20,253

Telephone and Utilities	10,632	--	--
Trade Shows	14,467	--	--
Transfer Agent, Regulatory Fees	23,644	9,512	5,849
Travel	157,989	4,400	4,800
TOTAL EXPENSES	$ (1,674,678)	$ (210,512)	$ (63,005)
Gain on forgiveness of debt	--	139,408	--
Mineral properties written off	--	(241,520)	--
Property investigation	(102,098)	--	--
Interest Income	75,678	270	858
LOSS FOR THE YEAR	$ (1,701,098)	$ (312,354)	$ (62,147)

</TABLE>

TOTAL EXPENSES

Our total expenses have increased in each fiscal period due to the completion of a management reorganization at the end of 2003. Activities in 2004 included the completion of three private placements, the acquisition of the Property and the completion of a Phase One drill program at the Property. Total expenses continued to increase in 2004 as we recruited a Chairman, President and Chief Financial Officer and set up offices in Vancouver.

The components of our operating expenses are disclosed below.

Audit and accounting
- ---

Our audit and accounting costs have generally increased due to our increased corporate acquisition and financing activity.

Audit and accounting fees were $4,238 during 2002 and reflect a low level of activity. Audit and accounting fees increased to $8,700 during 2003 as we implemented a management reorganization, initiated a financing and also required additional services for stock based compensation reconciliation. Audit and accounting fees for 2004 were $32,605. The increase in audit fees in 2004 was due to the three financings and the Property acquisition. The Company changed auditors during the year and has undertaken to produce financial statements that comply with both U.S. GAAP and GAAS. As such, we increased amounts for accruals for the 2004 audit. We anticipate that our accounting costs will increase as we complete the process of becoming a reporting issuer under the Securities Exchange Act of 1934 and are required to prepare our financial statements with U.S. GAAP reconciliation on an ongoing basis.

Amortization
- ---

Our amortization expenses are attributable to amortization on our computer equipment, furniture and office equipment and leasehold improvements.

We incurred no amortization costs during 2002 and 2003. Our amortization expenses in 2004 of $10,605, reflects the purchase of computer equipment, desks and other general office equipment during the year. We entered into an office lease and incurred leasehold improvement costs that are amortized over the three year life of the lease.

Consulting Fees
- ---

Our consulting fees consist of consulting fees paid to Endeavor Financial Corp. for services including but not limited to assistance in project evaluation and acquisition, as well as capital markets advice.

Consulting fees for 2002 and 2003 were $Nil compared to $63,000 in 2004. We anticipate our consulting fees will increase as we evaluate potential acquisitions.

Insurance
- ---------

Our insurance costs include general office insurance, equipment insurance and director and officer liability insurance.

Insurance costs during 2002 and 2003 were $Nil compared to $19,015 in 2004. We implemented insurance policies to cover commercial liability as well as coverage for directors and officers.

Legal Fees
- ----------

Legal fees are primarily attributable to legal fees incurred in connection with our acquisition of the Property, financings, contract preparation and our status as a publicly traded company in Canada.

Our legal costs have generally increased due to our increased corporate acquisition and financing activity. Legal costs for 2002 were $2,043 and for 2003 were $14,349 for general legal work. Legal fees in 2004 were $110,827 and reflected our increased activity that included filing documents with securities regulatory authorities, completing employment agreements and non-disclosure agreements and the preparation of contracts. We anticipate that our legal costs will increase as we complete the process of becoming a reporting issuer under the Securities Exchange Act of 1934.

Marketing
- ---------

Marketing expenses include the production of marketing materials for presentations and the preparation of packages for investors. We have directed our marketing expenses towards the investment community as part of our efforts to raise capital and also to increase our public profile.

Our marketing expenses were $Nil in 2002 and 2003 compared to $46,569 in 2004 as we prepared materials in connection with the completion of our private placement financings and acquisition of the Property. We have expanded our marketing efforts during 2004 with the objective of increasing public awareness of us. Our objectives are to increase the brand recognition of our name. Accordingly, we anticipate that our marketing expenses will continue to increase during 2005.

Office, Postage and Printing
- ----------------------------

Our office, postage and printing costs generally include office, postage and printing costs associated with our leased premises. These costs include general office supplies, stationary and printing.

Our office, postage and printing costs for 2002 and 2003 were $Nil compared to $43,145 for 2004. Our office, postage and printing costs have increased during the last year as a result of our increased activity and the increased number of employees and consultants involved in our business.

Rent
- ----

Our rent includes rent payable in connection with our head office in Vancouver, British Columbia

Rent increased in 2004 compared to 2003 as we acquired our head office space for our operations. Rent in 2004 was $34,375 compared to $23,550 in 2003 and $25,600 in 2002. Rents will continue to increase in 2005 over 2004, as costs in 2005 will be for a twelve-month period.

Salaries and Wages
- ------------------

Our salaries and wages expenses include salaries, wages and benefits payable to our employees and fees paid to our Chairman and Chief Financial Officer.

Salaries and wages expense was $274,624 for 2004 as a result of the hiring of our President, Chairman, Chief Financial Officer and a full time employee. These costs were $Nil in 2003 and 2002 as we had little activity in both years.

Salaries and Wages - Stock Compensation
- ---------------------------------------

Stock compensation expense associated with salaries and wages is attributable to stock options granted to both employees and non-employees using the fair value method.

We have recorded stock-based compensation expense of $824,517 for 2004 compared to $133,239 for 2003. $Nil was recorded for 2002.

Shareholder Relations
- ---------------------

Shareholder relation expenses include costs of communications with our shareholders including annual general meeting material and news release dissemination and filing.

Shareholder relation expense was $7,563 for 2004. These expenses were $16,362 for 2003 and $20,253 for 2002. The costs for 2004 are lower as we are allocating promotional material to marketing for improved monitoring of costs.

Telephone and Utilities
- -----------------------

Our telephone expenses include telephone expenses associated with our office premises and telecommunication costs for cellular phones and Blackberry devices used by our personnel.

Our telephone expenses have increased to $10,632 in 2004 consistent with the expansion of our operations. Telephone expenses were $Nil in 2003 and 2002.

Trade Shows
- -----------

Our trade show expenses include expenses associated with trade shows attended by us for the purpose of increasing public awareness of us.

Trade show expenses in 2004 were attributable to our participation in the San Francisco Gold Show and attendance at conferences in London and Capetown. Trade show expenses for 2004 were $14,467 and $Nil for 2003 and 2002.

Transfer Agent, Regulatory Fees
- -------------------------------

Our transfer agent and regulatory fees include fees payable to our transfer agent and fees payable to securities regulatory authorities as a result of us being a public company in Canada.

Our transfer agent and regulatory fee expenses have increased in each period consistent with our growth as a public company. In 2004, we completed three financings, the Property acquisition and entered into two escrow agreements, and our transfer agent and regulatory fees were $23,644 for 2004. These fees were $9,512 in 2003 and $5,849 in 2002 and reflect our lower level of activity during the two years.

Travel
- ------

Travel expenses include business travel and travel related to our pursuit of financing and sending management and consultants for property investigation.

Our travel expenses were minimal in 2002 and 2003. Travel expenses increased substantially in 2004 in connection with our pursuit of private placement financings, investor updates and review of potential business opportunities.

Travel expenses for 2004 were $157,989. We anticipate that our travel expenses will continue to increase during 2005 as we review business opportunities and provide investor updates.

Gain on forgiveness of debt
- ---------------------------

As part of our management reorganization in 2003, we incurred a gain of $139,408 as a result of forgiveness of debt.

Mineral properties written off
- ------------------------------

During 2003, we wrote off mineral property costs of $241,520.

In prior years, we acquired a mineral lode property of 6 claims known as the HP group in Dawson Mining District, Yukon for $32,000 and a 30% working interest in 103 mineral claims in the Dawson and Mayo Mining Districts, Yukon for $200,000. In 2003, management wrote off these mineral claims.

Interest Income
- ---------------

Our interest income is attributable to interest earned on our liquid investments, including cash and cash equivalents.

Interest increased substantially in 2004 over prior periods due to the significant private placement financings completed during 2004. Interest income for 2004 was $75,678 as a result of proceeds from private placement financings. These funds are presently held in cash and cash equivalent investments pending expenditure of these amounts on our operations.

Net Loss
- --------

Our net loss has increased in each period as our expenses have increased in each period. We anticipate that our net loss will increase through 2005 unless we complete an acquisition resulting in positive earnings for us.

LIQUIDITY AND CAPITAL RESOURCES

Working Capital
- ---------------

We had a working capital balance of $6,317,240 at December 31, 2004, compared with $442,494 at December 31, 2003. The significant increase in working capital is due primarily to the net proceeds of the private placements completed in 2004.

We plan to complete additional work on the Property during the next twelve months. The additional costs for this project are anticipated to be $125,000. In addition, we anticipate that we will spend approximately $925,000 over the next twelve months in general and administrative expenses pursuing our plan of operations. We will set additional costs for project evaluation as opportunities arise. We anticipate that we will be able to finance both our anticipated capital and operating expenses over the next twelve months using our current working capital.

Cash and Cash Equivalents
- -------------------------

We had cash of $6,192,278 at December 31, 2004 compared to $459,871 at December 31, 2003. The liquid portion of the working capital consists of cash and cash equivalents held in banks and highly liquid investments with remaining maturities at point of purchase of 90 days or less. The management of these securities is conducted in-house based on investment guidelines approved by our Board, which generally specify that investments be made in conservative money market instruments that bear and carry on a low degree of risk. The objective of these investments is to preserve funds for our plan of operations.

Cash Used in Operating Activities

- ----------

Cash used in our operating activities continues to increase as we expand our operations. Cash used in operating activities increased to $1,008,315 for the year ended December 31, 2004, compared to $100,830 for the year ended December 31, 2003 and $20,389 for the year ended December 31, 2002. We anticipate that cash used in operating activities will continue to increase during the remainder of 2005.

Cash Used in Investing Activities
- ----------

We used $627,000 of cash in investing activities during the year ended December 31, 2004. Cash used in investing activities included the acquisition of $68,279 of property, plant and equipment. Cash used in investing activities also included $558,721 of mineral property costs in connection with the Property.

In 2004, we incurred cash costs of $558,721 for the Property. These costs include $125,000 for acquisition, $194,229 for drilling, $127,762 for geological consulting, $15,465 for assaying, $28,460 for camp and general expenses, $27,486 for equipment rental, $14,486 for geophysical work and $25,833 for mineral claim maintenance payments. In addition, 150,000 Common Shares, valued at $202,500, were issued as an acquisition cost. This was treated as a non-cash item.

We used $Nil of cash in investing activities during the year ended December 31, 2003.

We used $152,000 of cash in investing activities during year ended December 31, 2002. During that year, we spent $150,000 on option payments for our Dawson Clear Creek Property and $2,000 for geological and field expenses related to that property.

Cash Generated by Financing Activities
- ----------

During the year ended December 31, 2004, we generated $7,367,722 in cash from financing activities. This amount included funds raised from three private placements.

In January 2004, we closed a non-brokered private placement of 5,000,000 Common Shares at a price of $0.25 per Common Share for gross proceeds of $1,250,000. There was no commission or finders fee payable on the financing

In May 2004, we closed a brokered private placement financing with Haywood Securities Inc. We issued 5,000,000 units at $1.25 per unit for gross proceeds of $6,250,000. Each unit consists of one Common Share and one-half of a Common Share purchase warrant. One full warrant will allow the holder to purchase one Common Share until May 7, 2005 at a price of $1.50 per share. Haywood Securities Inc. was paid a commission of 6% of the gross proceeds on the financing. The commission was paid in units of the financing at the election of the agent. The agent received 250,000 agent's warrants representing 5.0% of the financing. Each agent's warrant was exercisable into one Common Share at $1.25 until May 7, 2005.

In September 2004, we closed a non-brokered private placement of 300,000 units at $1.25 per Unit for gross proceeds of $375,000. Each unit consists of one Common Share and one full Common Share purchase warrant. One warrant will allow the holder to purchase one Common Share until September 29, 2006 at a price of $1.50 per share. No commission or finders fee was paid in conjunction with this financing.

The purpose of the private placements was to complete the following objectives:

a) acquire the Property

b) complete the recommended work program on the Property

c) hire executive personnel, office staff and geologists

d) establish a corporate office

(e) complete project evaluations and potential acquisitions pursuant to our strategic alliance agreement with Orogen Holdings (BVI) Ltd., subsidiary of Gold Fields Limited.

During the year ended December 31, 2004, we granted 705,000 stock options exercisable at prices ranging from $1.35 to $2.10 on or before dates ranging from March 11, 2009 to September 29, 2009. The stock option compensation amount was $824,517. This amount was included in salaries and wages-stock compensation and included in share capital. These costs were treated as a non-cash financing activity.

During the year ended December 31, 2003, we received share subscription funds in advance of $460,000 as part of a private placement completed in early 2004. We received $66,908 as payment for the balance of an outstanding loan.

During the year ended December 31, 2003, we granted 1,055,000 stock options exercisable at $0.25 on or before December 11, 2008. The stock option compensation amount was $133,239. This amount was included in salaries and wages-stock compensation and included in share capital. These costs were treated as a non-cash financing activity.

During the year ended December 31, 2002, we received $117,500 upon the exercise of 1,175,000 warrants. We received payment of $22,500 against an outstanding loan.

Requirement of Additional Equity Financing
- --

We have relied on equity financings for all funds raised to date for our operations. We do not have a credit facility or line of credit with a bank or other financial institution.

We are presently working on the Property and project evaluation. As described above at "-Working Capital," we anticipate incurring approximately $125,000 in connection with the Property over the next 12 months.

Our ability to realize the costs we have incurred to date on our mineral property is dependent on our ability to successfully place our property in commercial production. We presently do not generate cash flow from operations to fund our activities and has therefore relied principally upon the issuance of securities for financing. We intend to continue relying upon the issuance of securities to finance our operations, if required to the extent such instruments are issuable under terms acceptable to us and until we attain profitability.

At December 31, 2004, we had 1,760,000 stock options and 3,200,000 share purchase warrants outstanding. The outstanding stock options have a weighted average exercise price of $0.87 per share. The outstanding warrants have a weighted average exercise price of $1.48 per share. Accordingly, as at December 31, 2004, the outstanding options and warrants represented a total of 4,960,000 shares issuable for a maximum of $6,271,250 if these options and warrants were exercised in full. The exercise of these options and warrants is completely at the discretion of the holders. There is no assurance that any of these options or warrants will be exercised.

During the fiscal year ended December 31, 2004, we signed a lease agreement for the rental of office space. The lease expires on November 29, 2007. The future minimum lease obligations are as follows:

	Amount
2005	34,012
2006	34,012
2007	30,920
$	98,944

No other material commitments have been made to date.

TREND INFORMATION

Other than the obligations under the Acquisition Agreement (as described in Item 4. Information on the Company - Business Overview and Item 5. Operating and

Financial Review and Prospects - Tabular Disclosure of Contractual Obligations) there are no identifiable trends, demands, commitments, events or uncertainties that will result in, or that are reasonably likely to result in, our liquidity either increasing or decreasing at present or in the foreseeable

future. We may require additional capital in the future to meet our acquisition payments and other obligations under property option agreements for those properties we consider worthy to incur continued holding and exploration costs upon. The need to make such payments is a "Trend" as it is unlikely that all such obligations will be eliminated from our future business activities. We intend to utilize cash on hand in order to meet our obligations under property option agreements at least until December 31, 2005. It is unlikely that we will generate sufficient operating cash flow to meet these ongoing obligations in the foreseeable future. Accordingly, subsequent to December 31, 2005, we may need to raise additional capital by the issuance of equity. At this time, we have no plan or intention to issue any debt in order to raise capital for future requirements.

At the time of filing there is a noted favourable trend in the public press with regard to the market for metal commodities and related companies, however, it is our opinion that our own liquidity will be most affected by the results of our exploration activities. The discovery of an economic mineral deposit on one of our exploration concessions may have a favourable effect on our liquidity, and conversely, the failure to find one may have a negative effect.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Tabular Disclosure of Contractual Obligations

<table>
<tr><th>CONTRACTUAL OBLIGATIONS*</th><th>TOTAL</th><th>LESS THAN 1 YEAR</th><th>1-3 YEARS</th></tr>
<tr><td>Operating lease for office rent</td><td>$98,944</td><td>$34,012</td><td>$64,932</td></tr>
<tr><td>Point Leamington Property</td><td>$125,000 and 150,000 Common Shares</td><td>$50,000 and 75,000 Common Shares</td><td>$75,000 and 75,000 Common Shares</td></tr>
<tr><td>TOTAL</td><td>$223,944 and 150,000 Common Shares</td><td>$84,012 and 75,000 Common Shares</td><td>$139,932 and 75,000 Common Shares</td></tr>
</table>

* A description of the written agreement pursuant to which these obligations arise is contained in Item 4. Information on the Company - Business overview.

CRITICAL ACCOUNTING POLICIES

Our accounting policies are set out in Note 2 of the accompanying Financial Statements. There are two policies that, due to the nature of the mining business, are more significant to our financial results. These policies relate to the capitalization of mineral exploration expenditures and the use of estimates.

Under Canadian GAAP, we deferred all costs relating to the acquisition and exploration of our exploration concessions. Any revenues received from exploration of these concessions are credited against the costs of the concession. When commercial production commences on any of our properties, any previously capitalized costs would be charged to operations using a unit-of-production method. We regularly review deferred exploration costs to assess their recoverability and when the carrying value of an exploration concession exceeds the estimated net recoverable amount, provision is made for impairment in value.

Management reviews the carrying value, for accounting purposes, of mineral rights and deferred exploration costs on at least a quarterly basis for evidence

of impairment. This review is generally made with reference to the project economics, including the timing of the exploration work, work programs proposed, exploration results achieved by us and others in the related area of interest and any changes in the status of the property. When the results of this review indicate that a condition of impairment exists, we estimate the net recoverable amount of the deferred exploration costs and related mining rights by reference to the potential for success of further exploration activity and the likely proceeds to be received from the sale or assignment of rights. When the carrying values of mineral rights or deferred exploration costs are estimated to exceed their net recoverable amounts, a provision is made for the decline in the value.

When assessing for evidence of impairment, we also refer to the other factors relevant for companies in the extractive industries. These factors include unfavorable changes in the property (including disputes as to title), inability to access the site, environmental restrictions on exploration or development and political instability in the region in which the property is located. Furthermore, we conclude an event of impairment has occurred when any of the following conditions exist:

a. our work program on a property has significantly changed such that previously-identified resource targets or work programs are no longer being pursued;

b. exploration results are not promising and no more work is being planned in the foreseeable future; or

c. remaining lease terms are insufficient to conduct necessary exploration work.

The existence of uncertainties during the exploration stage and the lack of definitive empirical evidence with respect to the feasibility of successful commercial development of any exploration property do create measurement uncertainty concerning the calculation of the amount of impairment. We rely on our own or independent estimates of further geological prospects of a particular property and also considers the likely proceeds from the sale or assignment of the rights. The latter will often be indicated by offers that we or others have received for exploration rights in the same or similar geological area. In many cases, the identified condition of impairment will result in a

determination that no further exploration activity be performed and the amount of the write-down is the entire carrying value of the interest.

Under U.S. GAAP, we expensed all costs relating to the exploration of our exploration concessions prior to the establishment of proven and probable reserves. After that point, these costs are capitalized as exploration costs. When commercial production commences on any of our properties, any previously capitalized costs would be charged to operations using the unit-of-production method.

Our financial statements are based on the selection and application of significant accounting policies, some of which require management to make estimates and assumptions. Estimates are based on historical experience and on our future expectations that are believed to be reasonable; the combination of these factors forms the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results are likely to differ from our current estimates and those differences may be material.

RECENT U.S. ACCOUNTING PRONOUNCEMENTS

In December 2004, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standard (SFAS) No. 123R, "Share Based Payment". SFAS 123R is a revision of SFAS No. 123 "Accounting for Stock-Based Compensation", and supersedes APB Opinion No. 25, "Accounting for Stock Issued to Employees" and its related implementation guidance. SFAS 123R establishes standards for the accounting for transactions in which an entity exchanges its equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments. SFAS 123R focuses primarily on accounting for transactions in which an entity obtains employee services in

share-based payment transactions. SFAS 123R does not change the accounting guidance for share-based payment transactions with parties other than employees provided in SFAS 123 as originally issued and Emerging Issues Task Force Issue No. 96-18, "Accounting for Equity Instruments That Are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services". SFAS 123R does not address the accounting for employee share ownership plans, which are subject to AICPA Statement of Position 93-6, "Employers' Accounting for Employee Stock Ownership Plans". SFAS 123R requires a public entity to measure the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award (with limited exceptions). That cost will be recognized over the period during which an employee is required to provide service in exchange for the award - the requisite service period (usually the vesting period). SFAS 123R requires that the compensation cost relating to share-based payment transactions be recognized in financial statements. That cost will be measured based on the fair value of the equity or liability instruments issued. The scope of SFAS 123R includes a wide range of share-based compensation arrangements including share options, restricted share plans, performance-based awards, share appreciation rights, and employee share purchase plans. Public entities (other than those filing as small business issuers) will be required to apply SFAS 123R as of the first interim or annual reporting period that begins after June 15, 2005. Public entities that file as small business issuers will be required to apply SFAS 123R in the first interim or annual reporting period that begins after December 15, 2005. For nonpublic entities, SFAS 123R must be applied as of the beginning of the first annual reporting period beginning after December 15, 2005. The adoption of this standard is not expected to have a material effect on our results of operations or financial position.

In December 2004, FASB issued SFAS No. 153, "Exchanges of Nonmonetary Assets - An Amendment of APB Opinion No. 29". The guidance in APB Opinion No. 29, "Accounting for Nonmonetary Transactions", is based on the principle that exchanges of nonmonetary assets should be measured based on the fair value of the assets exchanged. The guidance in that Opinion, however, included certain exceptions to that principle. SFAS No. 153 amends Opinion No. 29 to eliminate the exception for nonmonetary exchanges of similar productive assets and replaces it with a general exception for exchanges of nonmonetary assets that do not have commercial substance. A nonmonetary exchange has commercial substance if the future cash flows of the entity are expected to change significantly as a result of the exchange. The provisions of SFAS No. 153 are effective for nonmonetary asset exchanges occurring in fiscal periods beginning after June 15, 2005. Early application is permitted and companies must apply the standard prospectively. The adoption of this standard is not expected to have a material effect on our results of operations or financial position.

DIFFERENCES BETWEEN CANADIAN AND UNITED STATES GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

During the year ended December 31, 2004, net loss under Canadian GAAP was $(1,701,098) compared to a net loss of $(2,462,319) under US GAAP. The difference relates to the expensing of exploration costs of $(761,221) under U.S. GAAP, which are capitalized as part of mineral property interests under Canadian GAAP.

During the year ended December 31, 2003, net loss under Canadian GAAP was $(312,354) compared to a net loss of $(70,834) under U.S. GAAP. The difference relates to the add back of previously expensed exploration costs of $241,520 under US GAAP which are capitalized in the prior year as part of mineral property interests under Canadian GAAP.

During the year ended December 31, 2002, net loss under Canadian GAAP was $(62,147) compared to a net loss of $(214,147) under U.S. GAAP. The difference relates to the expensing of exploration costs of $(152,000) under U.S. GAAP, which are capitalized as part of mineral property interests under Canadian GAAP.

Under Canadian GAAP, exploration costs are capitalized until such time management determines that the value of the interests in resource properties are impaired or commercial production of the mineral resource properties commences. Under U.S. GAAP, exploration costs are not capitalized until a feasibility study has been completed indicating the presence of economically mineable reserves.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

==========

Directors and Senior Management

The following table sets forth all of our current directors and executive officers, with each position and office held by them. Each director's term of office expires at the next annual general meeting of shareholders.

<TABLE><CAPTION>

NAME, AGE AND POSITION	PRINCIPAL OCCUPATION DURING THE PAST 5 YEARS	SERVICE AS A DIRECTOR/OFFICER
<S>	<C>	<C>
DR. SALLY L. EYRE, 33 CEO and Director	Vice President, Corporate Affairs, Southernera Resources Ltd. (May 2002 to March 2004); Manager, Corporate Communication, Manhattan Minerals Corporation (September 2001 to April 2002); Corporate Development, Southern Rio Resources Limited (May 2000 to September 2001); Contract Geologist, Minera Southern Rio S.A. (February 2000 to April 2000); Corporate Development, Altoro Gold Corporation (April 1999 to February 2000).	Since March 2004
EDWARD FARRAUTO, 48 CFO	Director, Bayridge Capital Corp. (1997 to present); CFO, Sonic Environmental Solutions Inc. (2002 to present).	Since December 2003
DOUGLAS B. FORSTER, 46 Director	Director, Rubicon Minerals Corp. (1996 to present), Director, Radiant Communications Corp. (2000 to present), Director, Odyssey Resources Ltd. (2001 to present), and Director, Sonic Environmental Solutions Inc. (2002 to present). President, Quarry Capital Corp. (1994 to present).	Since December 2003
DR. RICHARD HENLEY, 58 Director	Director, Epithermex International PTY (1988 to 2003); CEO, SRK Australia (1990 to 1999); Chair, Anutech Pty. (1999 to 2001); Chair, Shipbuilding Board, Department of Defence Australia (2001-2003); Chair, CSIRO CLW Commercialization Advisory Board (2001 to present)	Since December 2003

</TABLE>

<TABLE><CAPTION>

NAME, AGE AND POSITION	PRINCIPAL OCCUPATION DURING THE PAST 5 YEARS	SERVICE AS A DIRECTOR/OFFICER
<S>	<C>	<C>
JOHN REYNOLDS, 63 Director	Leader of the Official Opposition for the Government of Canada, Official Opposition House Leader and Member of Parliament for the riding of the West Vancouver-Sunshine Coast-Sea to Sky Country since 1997	Since March 2005
JEFFREY P. FRANZEN, 54 Director	President, Franzen Mineral Engineering Limited.	Since August 2004
BLAYNE JOHNSON, 47 Vice President, Corporate Development	Businessman	Since May 2004
DAVID TOYODA, 37	Partner, Catalyst Corporate Finance Lawyers	Since December 2003

Corporate Secretary (1999 to present).
</TABLE>

The business background and principal occupations of our officers, directors, and senior management for the preceding five years are as follows:

Dr. Sally L. Eyre (Age 33)
- ---------------------------

Dr. Eyre holds a B.Sc. (Hons.) degree in Geology from Kingston University, England and a PhD. (Economic Geology) from the Royal School of Mines, Imperial College, London. Dr. Eyre has extensive experience in mineral exploration, corporate development and corporate communications. She has held executive positions with a number of mineral exploration and development companies including Manhattan Minerals and most recently with platinum producer Southernera Resources where she was Vice President Corporate Affairs. Dr. Eyre will be responsible for our strategic growth and overall management.

Douglas B. Forster (Age 46)
- ---------------------------

Mr. Forster has been associated with the mineral exploration and mine development industry for the past 22 years. He holds a B.Sc. (1981) in Geology and a M.Sc. (1984) in Economic Geology from the University of British Columbia. Mr. Forster has extensive experience and a proven track record in resource project development and venture capital finance. He has been a founder, senior executive and/or director of ten publicly traded companies listed on the TSX Venture Exchange, TSX Exchange or NASDAQ. Mr. Forster is currently a director of Rubicon Minerals Corporation (1996 to present), Radiant Communications Corp. (2000 to present), Odyssey Resources Limited (2001 to present), and Sonic Environmental Solutions Inc. (2002 to present). Since 1994, Mr. Forster has been President of Quarry Capital Corporation where he assists companies in matters pertaining to corporate development and finance. Mr. Forster is a registered member of the Association of Professional Engineers and Geoscientists of British Columbia.

Dr. Richard Henley (Age 58)
- ---------------------------

For nearly 30 years, Dr. Richard Henley has been acknowledged internationally as a leader in the fields of mineral deposit exploration and research, through major contributions to knowledge of the origin of each of the dominant styles of gold and porphyry mineralization, and their exploration. As a minerals consultant he is credited with involvement in a number of major gold discoveries including the world's largest on Lihir Island in Papua New Guinea (PNG), which contains in excess of 40 million ounces of gold. Dr. Henley is the recipient of numerous awards including the Thayer Lindsley Award of the Society of Economic Geologists (1995) and a Fulbright Scholarship in 1983. He obtained his PhD. in 1971 from the University of Manchester, and, following appointments in New Zealand and Newfoundland, moved to Australia in 1986 as Chief Scientist in the Bureau of Mineral Resources for the Commonwealth Government. In 1990, Dr. Henley founded and was Managing Director of Etheridge and Henley, later EHW, which became the largest geosciences consulting organization in Australia, and one of its fastest growing private companies. He then led the international merger of EHW to become Steffen Robertson and Kirsten (Australasia) Pty Ltd. and subsequent company acquisitions. Dr. Henley has been frequently invited as a keynote speaker at industry and science forums all over the world. He is a Fellow of the Australian Institute of Company Directors, and he has advised major organizations on corporate governance, business management, risk and commercialization strategies.

John Reynolds (Age 63)
- ------------------------

Mr. Reynolds has served as the Member of Parliament for West-Vancouver-Sunshine Coast since June 1997. Since his election, he has served in the "shadow cabinet" of the Official Opposition as the Critic for Fisheries and Oceans, and one year as the Justice Critic and Chief Opposition Whip. After his re-election in 2000, Mr. Reynolds was appointed Official Opposition House Leader and then, in December of the same year, he was elected Leader of the Opposition in the House of Commons by the Canadian Alliance Caucus. He served in that position until

Stephen Harper was elected to Parliament and assumed the role of Leader of the Opposition. Shortly after, he was again appointed to the position of Official Opposition House Leader until resigning the post in early 2004 to serve as the Co-Chairman of Stephen Harper's leadership campaign for the Conservative Party of Canada. Prior to his election in 1997, Mr. Reynolds was a member of the federal Progressive Conservative Party caucus, worked in the private sector, and served as Speaker of the Legislative Assembly and as Minister of Environment for British Columbia.

Jeffrey P. Franzen (Age 54)
- ---------------------------

Mr. Franzen has over thirty years experience in mineral exploration, mine development and operations, and he is a registered professional engineer in the Province of British Columbia. He holds a B.Sc., (Honours Geology) from the University of British Columbia and a M.Sc. (Structural Geology) from Carleton University. In addition to his open pit and underground operations expertise, Mr. Franzen has been associated with five development-stage mining projects that were subsequently sold to third parties including: North American Metals Corp. (1986-1988), Continental Gold Corp. (1988- 1990), El Condor Resources Limited (1990-1992), Francisco Gold Corp. (1997) and Mar-West Resources Ltd. (1998). Mr.Franzen is President of Franzen Mineral Engineering Limited, an independent mining consultancy.

Edward Farrauto (Age 48)
- ------------------------

Mr. Farrauto has 17 years of experience as a senior financial officer in private and public companies. His experience encompasses financial and regulatory compliance and public company management. Mr. Farrauto has been directly responsible for overseeing private placement financings, prospectus filings, reverse takeovers and merger and acquisition transactions. He has extensive experience with U.S. filings including SEC clearance and reporting issuers

Blayne Johnson (Age 47)
- ------------------------

Mr. Blayne Johnson has been involved in the investment community for the past 18 years. After leaving Midland Walwyn Securities where he was a broker, Mr Johnson held the position of Vice President, First Marathon Securities Inc. where he was involved in structuring equity and debt financings as well as mergers and acquisitions. Mr. Johnson also advised institutional clients on investments and was directly involved in over $500 million of financing for public companies listed on the Vancouver and Toronto Stock Exchanges. Since 1996, Mr Johnson has managed his own investment and real estate portfolio and has been an active angel investor focusing on small cap companies in the technology, mining and industrial sectors.

David Toyoda (Age 37)
- ----------------------

Mr. Toyoda is a Partner in the law firm of Catalyst Corporate Finance Lawyers. He completed his law and commerce degrees at the University of British Columbia in 1992, and was called to the British Columbia Bar in 1993. Mr. Toyoda is also involved in coordinating corporate governance courses for Simon Fraser University and the TSX Venture Exchange.

Compensation

Our directors do not receive any cash compensation for services rendered in their capacity as our directors but instead are issued stock based compensation in the form of options. Certain information about compensation paid to our senior executive officers during the past three fiscal years is set out in the following table:

<TABLE><CAPTION>

		ANNUAL COMPENSATION			LONG TERM COMPENSATION
NAME AND POSITION OF PRINCIPAL	FISCAL YEAR ENDING	SALARY($)	BONUS($)	OTHER ANNUAL COMPENSATION ($)	SECURITIES UNDER OPTIONS/SARS GRANTED(#)

<S>	<C>	<C>	<C>	<C>	<C>
Dr. Sally L. Eyre (1)	2004	105,000	Nil	50,000(2)	500,000 (3)
Chief Executive Officer	2003	N/A	N/A	N/A	N/A
and Director	2002	N/A	N/A	N/A	N/A
Edward Farrauto,	2004	67,642	Nil	Nil	Nil
President and CFO	2003	Nil	Nil	0	400,000 (4)
	2002	N/A	N/A	N/A	Nil
Nizar Bharmal	2004	N/A	N/A	N/A	Nil
Former CEO (5)	2003	6,500	Nil	Nil	Nil
	2002	7,000	Nil	Nil	Nil

</TABLE>

NOTES:

(1) Dr. Eyre was hired as our Chief Executive Officer in March 2004, and she currently receives $11,500 per month for services rendered in such capacity.

(2) This was paid for relocation expenses.

(3) Of these options, 300,000 are exercisable at a price of $2.10 each until March 15, 2009 and 200,000 are exercisable at a price of $1.80 each until May 11, 2009.

(4) Of these options, 400,000 are exercisable at a price of $0.25 each until December 11, 2008.

(5) Mr. Bharmal resigned as our CEO in December 2003.

PENSION PLANS

We do not provide pension, retirement or similar benefits for directors, senior management or employees.

BOARD PRACTICES

Each of the directors continues to serve until the next annual general meeting unless his or her office is vacated earlier in accordance with our Articles or the provisions of the BUSINESS CORPORATIONS ACT (British Columbia). Our next annual general meeting of shareholders will be held in May 2005. Our officers are elected by the board and serve at the board's pleasure. We have not entered into service contracts with any of our directors. The Audit Committee, comprised of Dr. Eyre, Mr. Forster and Dr. Henley, meets once per quarter. The Audit Committee also meets periodically with management and the independent auditors to review financial reporting and control matters. The Audit Committee is responsible for reviewing with the independent auditors all of our financial statements to be submitted to the annual general meeting of our shareholders, prior to their consideration by the Board of Directors. The directors have also established a Compensation Committee comprised of Dr. Henley, Mr. Forster and Mr. Farrauto. This committee meets periodically and is responsible for ensuring the compensation levels and incentives are appropriate and makes recommendations to the board.

The Corporate Governance Committee is comprised of Dr. Henley, Dr. Eyre, Mr. Forster and Mr. Franzen and meets periodically. It is responsible for overseeing the strategic planning process and identification of risk, reviewing the internal controls and monitoring the effectiveness of the board.

We have entered into indemnity agreements with each of our Directors. Pursuant to these agreements, we will indemnify the Director against all costs incurred by the Director in any action, proceeding, environmental claim or investigation which arises from the Director acting in his or her capacity as a director. We will only indemnify the Director if the Director acted honestly and in good faith and, in the case of a criminal or administrative action, only if the Director had reasonable grounds to believe that the conduct was lawful.

EMPLOYEES

As of March 31, 2005, we had two full-time employees located in the Vancouver office. None of the employees are unionized.

SHARE OWNERSHIP

The following table shows the beneficial ownership of directors and senior management as of March 31, 2005.

<TABLE>
<CAPTION>

NAME AND TITLE	SHARE OWNERSHIP (1)	% SHARE OWNERSHIP(2)
<S>	<C>	<C>
Dr. Sally L. Eyre CHIEF EXECUTIVE OFFICER AND DIRECTOR	568,750	2.85%
Douglas B. Forster DIRECTOR	2,543,982	12.94%
Dr. Richard Henley DIRECTOR	450,000	2.29%
Jeffrey P. Franzen DIRECTOR	800,000	4.01%
John Reynolds DIRECTOR	200,000	1.02%
Edward Farrauto CHIEF FINANCIAL OFFICER	887,500	4.54%
Blayne Johnson VICE PRESIDENT, CORPORATE DEVELOPMENT	2,400,232	12.34%
David Toyoda SECRETARY	17,500	0.09%
ALL DIRECTORS AND SENIOR MANAGEMENT AS A GROUP	7,867,964	36.66%

</TABLE>

NOTES:

(1) As of March 31, 2005, including options described in the table below as well as all warrants to purchase Common Shares.

(2) Calculated based on a total of 19,454,0001 Common Shares issued and outstanding as of March 31, 2005 and on the basis whereby only the options and warrants as held by the individual are added to the issued and outstanding number of shares thereby showing no effect to other possible anti-dilutive factors.

STOCK OPTIONS

At our annual general meeting held on May 26, 2004, the shareholders adopted our Stock Option Plan (the "Stock Option Plan"). The effective date of the Stock Option Plan is April 29, 2004 being the date the Board approved the Stock Option Plan, and it will terminate on April 29, 2014. The following is a summary of the Stock Option Plan.

The maximum number of Common Shares reserved for issuance under the Stock Option Plan is 3,600,000 Common Shares. The Stock Option Plan will be administered by the Compensation Committee of our Board consisting of not less than two of its members. The Stock Option Plan provides that options may be granted to any employee, officer, director or consultant of us or a subsidiary of ours. The options issued pursuant to the Stock Option Plan will be exercisable at a price not less than the market value of the Common Shares at the time the option is granted. Options under the Stock Option Plan will be granted for a term not to exceed five years from the date of their grant, provided that if we are then a "Tier 1" company listed on the Exchange, the term of the option will be not more than 10 years. Options granted under the Stock Option Plan will be subject to such vesting schedule the Compensation Committee may determine. In the event that an option is to be terminated prior to expiry of its term due to certain

corporate events, all options then outstanding shall become immediately exercisable for 10 days after notice thereof,

notwithstanding the original vesting schedule. Options are non-assignable and non-transferable, provided that they will be exercisable by an optionee's legal heirs, personal representatives or guardians for up to six months following the death or termination of an optionee due to disability, or up to six months following the death of an employee if the employee dies within six months of termination due to disability. All such options will continue to vest in accordance with their original vesting schedule.

The following options are presently outstanding:

<TABLE><CAPTION>

NAME	POSITION WITH US	NUMBER OF COMMON SHARES UNDER OPTION	EXERCISE PRICE	EXPIRY DATE
<S>	<C>	<C>	<C>	<C>
Dr. Sally L. Eyre	Chief Executive Officer and Director	300,000 200,000	$2.10 $1.80	March 15/09 May 11/09
Edward Farrauto	Chief Financial Officer	400,000	$0.25	Dec. 11/08
Douglas B. Forster	Director	200,000	$0.25	Dec. 11/08
Dr. Richard Henley	Chairman and Director	200,000	$0.25	Dec. 11/08
Jeffrey P. Franzen	Director	200,000	$1.35	Sept. 29/09
David Toyoda	Corporate Secretary	5,000 5,000	$0.25 $2.00	Dec. 11/08 Apr. 29/09
Consultant		250,000	$0.25	Dec. 11/08

</TABLE>

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

MAJOR SHAREHOLDERS

The following table sets forth, as at March 31, 2005, certain information with respect to the beneficial ownership of our Common Shares by each shareholder known by us to be the beneficial owner of more than 5% of our outstanding Common Shares. Unless otherwise indicated by footnote, we believe that the beneficial owners of the Common Shares listed below, based on information furnished by such owners, have sole investment and voting power with respect to such Common Shares, subject to community property laws where applicable. Beneficial ownership is determined in accordance with the rules of the United States Securities and Exchange Commission and generally includes voting or investment power with respect to securities. We are not aware of any significant change in the percentage ownership held by any of these greater-than-5% shareholders during the past three years. The shareholders below have identical voting rights to the other shareholders.

IDENTITY OF HOLDER	NUMBER OF COMMON SHARES	PERCENTAGE OF BENEFICIALLY OWNED
Douglas B. Forster	2,343,982	12.05%
Blayne Johnson	2,400,233	12.34%
Orogen Holdings (BVI) Limited	1,775,000	9.12%

UNITED STATES SHAREHOLDERS

As of March 31, 2005 we had 50 registered shareholders with addresses in the United States representing 24.88% of the then issued and outstanding shares. In

addition, residents of the United States may beneficially own common shares registered in the names of non-residents of the United States.

NO CHANGE IN CONTROL ARRANGEMENTS
- ---------------------------------

We are not aware of any arrangements, the operation of which may result in a change of our control.

RELATED PARTY TRANSACTIONS

None of our directors or senior officers, and no associates or affiliates of any of them is or has been materially indebted to us at any time. None of our experts or counsel was employed on a contingent basis or owns any shares which is material to such person.

Douglas B. Forster, one of our Directors, has also served as a director of Rubicon since 1996. As described above in "Item 4. History and Development of the Company," in 2004 we entered into the Acquisition Agreement with Rubicon, pursuant to which we acquired the Property.

Pursuant to an Escrow Agreement dated the 10th day of December, 2003 between us, Computershare Investor Services Inc., Douglas B. Forster and Blayne Johnson, 4,800,465 Common Shares held by Messrs. Forster and Johnson are subject to escrow restriction. Pursuant to a second escrow agreement between us , Pacific Corporate Trust Company, Edward Farrauto and Dr. Richard Henley, 690,000 Common Shares held by Messrs. Farrauto and Henley are subject to escrow restriction. Subject to the terms of the escrow agreements, the escrow shares are subject to release over three years commencing from May 7, 2004 (the "Notice Date") as follows:

<TABLE><CAPTION>

RELEASE DATES	% OF TOTAL ESCROWED SECURITIES TO BE RELEASED	TOTAL NUMBER OF ESCROWED SECURITIES TO BE RELEASED
<S>	<C>	<C>
On the Notice Date	10%	549,046
Six Months from Notice Date	15%	823,569
12 Months from Notice Date	15%	823,576
18 Months from Notice Date	15%	823,576
24 Months from Notice Date	15%	823,576
30 Months from Notice Date	15%	823,576
36 Months from Notice Date	15%	823,576

</TABLE>

ITEM 8. FINANCIAL INFORMATION

FINANCIAL STATEMENTS

Our audited financial statements for each of the years in the three year period ended December 31, 2004, 2003 and 2002including our balance sheets, the statements of operations, of shareholders' equity and of cash flows and the notes to those statements and the auditors' report thereon, are included in this Form 20-F.

ITEM 9. THE OFFER AND LISTING

PRICE HISTORY

Our common shares have been listed and posted for trading on the TSX Venture Exchange (symbol: TLV) since October 5, 1994. Since then, the high-low stock range has been between $0.04 and $2.75. From January 1, 2005 to March 31, 2005, the high-low stock range has been between $1.25 and $0.80. The closing price of our common shares on March 31, 2005 was $1.15. Currently, our Common Shares are not listed or traded on an exchange or stock market in the United States.

The annual high-low ranges for our common shares on the TSX Venture Exchange since 2000 are set out below, as well as the quarterly high-low range for the last two financial years.

YEAR	HIGH	LOW
2005		
2nd Quarter (thru April 15, 2005)	$1.25	$1.07
1st Quarter	$1.25	$0.86
2004		
4th Quarter	1.10	0.75
3rd Quarter	1.80	1.05
2nd Quarter	2.75	1.50
1st Quarter	2.40	1.15
2003		
4th Quarter	1.26	0.09
3rd Quarter	0.155	0.045
2nd Quarter	0.05	0.04
1st Quarter	0.07	0.05
2002	0.15	0.05
2001	0.23	0.06
2000	0.48	0.13

The monthly high-low ranges for our Common Shares on the TSX Venture Exchange since October 2004 are set out below.

MONTH	HIGH	LOW
March 2005	1.25	1.00
February 2005	1.05	0.86
January 2005	1.25	0.90
December 2004	1.10	0.85
November 2004	1.05	0.75
October 2004	1.10	0.85

At March 31, 2005, we had 19,454,001 Common Shares issued and outstanding and held by an estimated 201 owners of record.

ITEM 10. ADDITIONAL INFORMATION

SHARE CAPITAL

Our authorized capital consists of an unlimited number of common shares without par value of which 19,454,001 Common Shares were issued and outstanding as at December 31, 2004 and 19,454,001 Common Shares were issued and outstanding as of March 31, 2005.

The following is a reconciliation of our share issuances for the last three fiscal years:

	Common Shares	
	Shares	Amount
Balance - December 31, 2001	7,529,001	$ 5,487,872
Issuance of shares for cash	1,175,000	117,500
Balance - December 31, 2002	8,704,001	5,605,372
Stock compensation expense	--	133,239
Balance - December 31, 2003	8,704,001	5,738,611
Issuance of shares for cash	10,300,000	7,875,000
Issuance of shares for mineral property	150,000	202,500
Issuance of shares for finder's fees	300,000	--
Shares issuance costs	--	(47,278)
Stock compensation expense	--	824,517

Balance - December 31, 2004	19,454,001	$ 14,593,350

During the 2002 fiscal year, 1,175,000 warrants were exercised for $0.10 per warrant for gross proceeds of $117,500.

On January 28, 2004, we issued, by private placement, 5,000,000 common shares at $0.25 per Common Share for gross proceeds of $1,250,000 ($460,000 of this was received in fiscal 2003 and was accordingly classified as share subscription received in advance). No commission or finder's fees was paid in conjunction with this financing.

On May 7, 2004 we issued, by private placement, 5,000,000 units at $1.25 per unit for gross proceeds of $6,250,000. Each unit consists of one Common Share and one-half of a common share purchase warrant. One full warrant will allow the holder to purchase one Common Share until May 7, 2005 at a price of $1.50 per share. The Agent was paid a commission by issuing 300,000 units with each unit consisting of one Common Share and one-half of a common share purchase warrant. One full warrant will allow the Agent to purchase one Common Share until May 7, 2005 at a price of $1.50 per share. The Agent received 250,000 agent's warrants. Each agent's warrant is also exercisable into one Common Share at $1.25 until May 7, 2005.

On September 29, 2004 we issued, by private placement, 300,000 units at $1.25 per unit to one or our directors for gross proceeds of $375,000. Each unit consists of one Common Share and one full common share purchase warrant. One share purchase warrant will allow the holder to purchase one Common Share until September 29, 2006 at a price of $1.50 per share. No commission or finder's fees was paid in conjunction with this financing.

We also have options outstanding to purchase up to 1,760,000 Common Shares as described in Item 6. Directors, Senior Management and Employees - Stock Options.

There have been no changes to the number or classes of our shares, nor any changes to the voting rights attached to any of our shares.

Fully Diluted Share Capital
- ---------------------------

Assuming that all options and other rights to purchase Common Shares are exercised and all Property Shares are issued, up to a maximum of 24,564,001 Common Shares will be issued and outstanding on a fully diluted basis, comprised of the following:

DESCRIPTION	NUMBER OF COMMON SHARES
Outstanding as of March 31, 2005	19,454,001
Agents' Warrant Shares	3,200,000
Options	1,760,000
Point Leamington Shares	150,000
TOTAL	24,564,001

* See Item 4. Information on the Company - Description of the Business for details of our obligations to issue these shares.

NOTICE OF ARTICLES AND ARTICLES OF ASSOCIATION

Our Memorandum and Articles of Incorporation were filed with the Ministry of Finance and Corporate Relations, Registrar of Companies in the Province of British Columbia, Canada on January 15, 1969 under the name Mark V. Mines Ltd. (N.P.L.) with the Certificate of Incorporation No. 84,103. We were incorporated to conduct all lawful business pursuant to the laws of British Columbia and our Certificate of Incorporation and Articles do not describe a business object or purpose.

On August 12, 2004, we amended our articles to comply with the NEW BUSINESS CORPORATIONS ACT (British Columbia) and our Memorandum was replaced by the Notice of Articles.

The Articles may be amended by a special resolution of the shareholders approved

by not less than 66.66% of the votes cast and by filing thereafter with Registrar of Companies in the Province of British Columbia.

As at March 31, 2005 our authorized and issued capital is as follows:

Authorized: unlimited number of common shares without par value

Issued: 19,454,001 common shares, of which 4,117,850 are held in escrow

COMMON SHARES

All issued and outstanding Common Shares are fully paid and non-assessable. Each holder of record of Common Shares is entitled to one vote for each Common Share so held on all matters requiring a vote of shareholders, including the election of directors. The holders of Common Shares will be entitled to dividends on a pro-rata basis, if, as and when declared by the board of directors. There are no preferences, conversion rights, pre-emptive rights, subscription rights, or restrictions or transfers attached to the Common Shares. In the event of our liquidation, dissolution, or winding up, the holders of Common Shares are entitled to participate in our assets available for distribution after satisfaction of the claims of creditors. Provisions as to the creation, modification, amendment or variation of such rights or such provisions are contained in the BUSINESS CORPORATIONS ACT (British Columbia) and our Notice of Articles and articles do not contain any additional provisions which are more stringent than those permitted in the BUSINESS CORPORATIONS ACT (British Columbia). Generally, such variations require a special resolution of the shareholders approved by not less than 66.66% of the votes cast and by filing thereafter with Registrar of Companies in the Province of British Columbia.

The BUSINESS CORPORATIONS ACT (British Columbia) does not impose any limitations on the rights to own our securities.

There are no provisions in our Notice of Articles or articles that would have an effect of delaying, deferring or preventing a change in our control and that would operate only with respect to a merger, acquisition or corporate restructuring involving us or any of our subsidiaries.

There are no provisions in our Articles governing the ownership threshold above which shareholder ownership must be disclosed. However, the SECURITIES ACT (British Columbia) requires such disclosure by a shareholder holding more than 10% of our issued voting securities.

POWERS AND DUTIES OF DIRECTORS

The directors shall manage or supervise the management of our affairs and business and shall have authority to exercise all such powers that are not required to be exercised by our shareholders in a general meeting.

Questions to be determined at a directors meeting shall be determined by a majority vote. The Chairman has no additional power for voting, and directors are not required to hold our shares.

A director's term of office expires immediately prior to the next annual general meeting. In general, a director who is, in any way, directly interested in an existing or proposed contract or transaction with us, whereby a duty or interest might be created to conflict with his duty or interest as a director, shall declare the nature and extent of his

interest in such contract or transaction or the conflict or potential conflict with his duty and interest as a director. Generally, such director shall not vote in respect of any such contract or transaction and if he shall do so, his vote shall not be counted, but he shall be counted in the quorum presented at the meeting at which such vote is taken. However, notwithstanding the foregoing, directors shall have the right to vote on determining the remuneration of the directors.

The directors may from time to time on our behalf (a) borrow money in such manner and amount from such sources and upon such terms and conditions as they think fit; (b) issue bonds, debentures and other debt obligation; or (c) mortgage, charge or give other security on the whole or any part of our property and assets.

SHAREHOLDERS

An annual general meeting shall be held once in every calendar year and within 15 months of the last annual general meeting at such time and place as may be determined by the directors. A quorum at an annual general meeting and special meeting shall be two members or two proxyholders representing members, or a combination thereof, holding not less then 5% of the issued and outstanding shares entitled to be voted at the meeting. We believe there is no limitation imposed by the laws of British Columbia or by the Notice of Articles or Articles on the right of a non-resident to hold or vote the Common Shares.

MATERIAL CONTRACTS

We have entered into the following material contracts:

1. Option Agreement between us and Rubicon dated February 16, 2004 described above.

2. Agreement between us and Endeavour dated December 12, 2003 described above.

3. Agreement between us and Orogen Holding (BVI) Limited dated December 11, 2003 described above.

4. Escrow Agreement among us, Computershare Investor Services Inc., Douglas Forster and Blayne Johnson dated December 10, 2003 described above.

5. Escrow Agreement among us, Pacific Corporate Trust Company, Edward Farrauto and Dr. Richard Henley dated May 7, 2004 described above.

6. Stock Option Agreements dated December 11, 2003 between us and each of Edward Farrauto, Douglas B. Forster, Dr. Richard Henley, David Toyoda, and Endeavour Financial Corp. See item 6. Directors, Senior Management and Employees - Stock Options described above.

7. Dr. Sally L. Eyre's Stock Options dated March 15, 2004 and May 11, 2004. See item 6. Directors, Senior Management and Employees - Stock Options described above.

8. Jeffrey P. Franzen's Stock Options dated September 29, 2004. See item 6. Directors, Senior Management and Employees - Stock Options described above.

9. David Toyoda's Stock Options dated April 29, 2004. See item 6. Directors, Senior Management and Employees - Stock Options described above.

10. John Reynolds' Stock Options dated March 4, 2005. See item 6. Directors, Senior Management and Employees - Stock Options described above.

11. Indemnity Agreements dated December 10, 2003 and March 15, 2004 between us and each of: Dr. Sally L. Eyre, Edward Farrauto, Douglas B. Forster, David Toyoda and Dr. Richard Henley pursuant to which we agree to indemnity them against liability incurred while acting as our director or officer described above.

12. Indemnity Agreement dated September 29, 2004 between us and Jeffrey P. Franzen pursuant to which we agree to indemnify him against liability incurred while acting as our director described above.

13. Indemnity Agreement dated March 7, 2005 between us and John Reynolds pursuant to which we agree to indemnify him against liability incurred while acting as our director described above.

14. Sublease Agreement dated March 5, 2004 described above.

EXCHANGE CONTROLS

We do not believe there are any decrees or regulations under the laws of British Columbia or Canada applicable to us restricting the import or export of capital or affecting the remittance of dividends or other payments to non-resident

holders of our Common Shares, other than for the withholding of taxes. There are no restrictions under our Notice of Articles or Articles that limits the right of non-resident owners to hold or vote our Common Shares or to receive dividends thereon. We are organized under the laws of British Columbia. There is uncertainty as to whether the Courts of British Columbia would (i) enforce judgments of United States Courts obtained against us or our directors and officers predicated upon the civil liability provisions of the federal securities laws of the United States or (ii) entertain original actions brought in British Columbia Courts against us or such persons predicated upon the federal securities laws of the United States.

There is no limitation imposed by the laws of Canada or our Notice of Articles or Articles on the right of a non-resident to hold or vote the Common Shares, other than as provided in the INVESTMENT ACT (Canada) (the "Investment Act"). The following discussion summarizes the principal features of the Investment Act for a non-resident who proposes to acquire the Common Shares.

The Investment Act generally prohibits implementation of a reviewable investment by an individual, government or agency thereof, corporation, partnership, trust or joint venture (each an "entity") that is not a "Canadian" as defined in the Investment Act (a "non-Canadian"), unless after review, the Director of Investments appointed by the minister responsible for the Investment Act is satisfied that the investment is likely to be of net benefit to Canada. An investment in the Common Shares by a non-Canadian other than a "WTO Investor" (as that term is defined by the Investment Act, and which term includes entities which are nationals of or are controlled by nationals of member states of the World Trade Organization) when we were not controlled by a WTO Investor, would be reviewable under the Investment Act if it was an investment to acquire our control and the value of our assets, as determined in accordance with the regulations promulgated under the Investment Act, was $5,000,000 or more, or if an order for review was made by the federal cabinet on the grounds that the investment related to Canada's cultural heritage or national identity, regardless of the value of our assets. An investment in the Common Shares by a WTO Investor, or by a non-Canadian when we were controlled by a WTO Investor, would be reviewable under the Investment Act if it was an investment to acquire our control and the value of our assets, as determined in accordance with the regulations promulgated under the Investment Act was not less than a specified amount, which for 2000 was any amount in excess of $192 million. A non-Canadian would acquire our control for the purposes of the Investment Act if the non-Canadian acquired a majority of the Common Shares. The acquisition of one third or more, but less than a majority of the Common Shares would be presumed to be an acquisition of our control unless it could be established that, on the acquisition, we were not controlled in fact by the acquirer through the ownership of the Common Shares.

Certain transactions relating to the Common Shares would be exempt from the Investment Act, including: (a) an acquisition of the Common Shares by a person in the ordinary course of that person's business as a trader or dealer in securities; (b) an acquisition of our control in connection with the realization of security granted for a loan or other financial assistance and not for a purpose related to the provisions of the Investment Act; and (c) an acquisition of our control by reason of an amalgamation, merger consolidation or corporate reorganization following which our ultimate direct or indirect control in fact, through the ownership of the Common Shares, remained unchanged.

Currently 100% of our operations are in Canadian dollars.

CANADIAN FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material Canadian federal income tax considerations, as of the date hereof, generally applicable to security holders who deal at arm's length with us, who, for purposes of the Income Tax Act (Canada) (the "Canadian Tax Act") and any applicable tax treaty or convention, have not been and will not be resident or deemed to be resident in Canada at any time while they have held Common Shares, to whom such Common Shares are capital property, and to whom such Common Shares are not "taxable Canadian property" (as defined in the Canadian Tax Act). This summary does not apply to a non-resident insurer.

Generally, Common Shares will be considered to be capital property to a holder thereof provided that the holder does not use such Common Shares in the course

of carrying on a business and has not acquired them in one or more transactions considered to be an adventure in the nature of trade. All security holders should consult their own tax advisors as to whether, as a matter of fact, they hold Common Shares as capital property for the purposes of the Canadian Tax Act.

This discussion is based on the current provisions of the Canadian Tax Act and the regulations thereunder, the current provisions of the Canada-United States Income Tax Convention (1980) (the "Tax Treaty") and current published administrative practices of the Canada Customs and Revenue Agency. This discussion takes into account specific proposals to amend the Canadian Tax Act and the regulations thereunder publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "Proposed Amendments") and assumes that all such Proposed Amendments will be enacted in their present form. No assurances can be given that the Proposed Amendments will be enacted in the form proposed, if at all.

Except for the foregoing, this discussion does not take into account or anticipate any changes in law, whether by legislative, administrative or judicial decision or action, nor does it take into account provincial, territorial or foreign income tax legislation or considerations, which may differ from the Canadian federal income tax considerations described herein.

WHILE INTENDED TO ADDRESS ALL MATERIAL CANADIAN FEDERAL INCOME TAX CONSIDERATIONS, THIS SUMMARY IS OF A GENERAL NATURE ONLY. THEREFORE, SECURITY HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THEIR PARTICULAR CIRCUMSTANCES.

Generally, Common Shares will not be "taxable Canadian property" at a particular time provided that such Common Shares are listed on a prescribed stock exchange (which proposed legislation includes the TSX Venture Exchange), the holder does not use or hold, and is not deemed to use or hold, Common Shares in connection with carrying on a business in Canada and the holder, persons with whom such holder does not deal at arm's length, or the holder and such persons, has not owned (or had under option) 25% or more of the issued shares of any class or series of our capital stock at any time within sixty months preceding the particular time.

Generally, a holder of Common Shares that are not taxable Canadian property will not be subject to tax under the Canadian Tax Act on the sale or other disposition of shares.

Dividends paid or deemed to be paid on Common Shares are subject to non-resident withholding tax under the Canadian Tax Act at the rate of 25%, although such rate may be reduced under the provisions of an applicable income tax treaty or convention. For example, under the Tax Treaty, the rate is reduced to 5% in respect of dividends paid to a company that is the beneficial owner thereof, that is resident in the United States for purposes of the Tax Treaty and that owns at least 10% of our voting stock. In all other cases, the rate is reduced to 15% in respect of dividends paid to the beneficial owner thereof that is resident in the United States for purposes of the Tax Treaty.

UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a general discussion of the material United States Federal income tax law for U.S. holders that hold Common Shares as a capital asset, as defined under United States Federal income tax law and is limited to discussion of U.S. Holders that own less than 10% of the common stock. This discussion does not address all potentially relevant Federal income tax matters and it does not address consequences peculiar to persons subject to special provisions of Federal income tax law, such as those described below as excluded from the definition of a U.S. Holder. In addition, this discussion does not cover any state, local or foreign tax consequences.

The following discussion is based upon the sections of the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), Treasury Regulations, published Internal Revenue Service ("IRS") rulings, published administrative positions of the IRS and court decisions that are currently applicable, any or all of which could be materially and adversely changed, possibly on a retroactive basis, at any time. In addition, this discussion does not consider the potential effects, both adverse and beneficial, of any future legislation which, if enacted, could be applied, possibly on a retroactive basis, at any time. The following discussion is for general information only and it is not intended to be, nor should it be construed to be, legal or tax advice to any

holder or prospective holder of Common Shares and no opinion or representation with respect to the United States Federal income tax consequences to any such holder or prospective holder is made. Accordingly, holders and prospective holders of Common Shares

are urged to consult their own tax advisors about the Federal, state, local, and foreign tax consequences of purchasing, owning and disposing of Common Shares.

U.S. Holders
- ------------

As used herein, a "U.S. Holder" is a holder of Common Shares who or which is a citizen or individual resident (or is treated as a citizen or individual resident) of the United States for federal income tax purposes, a corporation or partnership created or organized (or treated as created or organized for federal income tax purposes) in the United States, including only the States and District of Columbia, or under the law of the United States or any State or Territory or any political subdivision thereof, or a trust or estate the income of which is includable in its gross income for federal income tax purposes without regard to its source, if, (i) a court within the United States is able to exercise primary supervision over the administration of the trust and (ii) one or more United States trustees have the authority to control all substantial decisions of the trust. For purposes of this discussion, a U.S. Holder does not include persons subject to special provisions of Federal income tax law, such as tax-exempt organizations, qualified retirement plans, financial institutions, insurance companies, real estate investment trusts, regulated investment companies, broker-dealers and Holders who acquired their stock through the exercise of employee stock options or otherwise as compensation.

Distributions on Common Shares of the Company
- --

U.S. Holders, who do not fall under any of the provisions contained within the "Other Considerations for U.S. Holders" section, and receiving dividend distributions (including constructive dividends) with respect to Common Shares are required to include in gross income for United States Federal income tax purposes the gross amount of such distributions to the extent that we have current or accumulated earnings and profits, without reduction for any Canadian income tax withheld from such distributions. Such Canadian tax withheld may be credited, subject to certain limitations, against the U.S. Holder's United States Federal income tax liability or, alternatively, may be deducted in computing the U.S. Holder's United States Federal taxable income by those who itemize deductions. (See more detailed discussion at "Foreign Tax Credit" below). To the extent that our distributions exceed current or accumulated earnings and profits, they will be treated first as a return of capital up to the U.S. Holder's adjusted basis in the Common Shares and thereafter as gain from the sale or exchange of the Common Shares. Preferential tax rates for long-term capital gains are applicable to a U.S. Holder which is an individual, estate or trust. There are currently no preferential tax rates for long-term capital gains for a U.S. Holder which is a corporation.

Dividends paid on the Common Shares will not generally be eligible for the dividends received deduction provided to corporations receiving dividends from certain United States corporations. A U.S. Holder which is a corporation may, under certain circumstances, be entitled to a 70% deduction of the United States source portion of dividends received from us (unless we qualify as a "foreign personal holding company" or a "passive foreign investment company", as defined below) if such U.S. Holder owns shares representing at least 10% of the voting power and value of us. Because we expect that we will be classified as a "passive foreign investment company" as described below, this deduction will not be available to a U.S. Holder which is a corporation.

Foreign Tax Credit
- ------------------

A U.S. Holder, who does not fall under any of the provisions contained within the "Other Considerations for U.S. Holders" section, and who pays (or has withheld from distributions) Canadian income tax with respect to the ownership of Common Shares may be entitled, at the option of the U.S. Holder, to either a deduction or a tax credit for such foreign tax paid or withheld. Generally, it will be more advantageous to claim a credit because a credit reduces United

States Federal income taxes on a dollar-for-dollar basis, while a deduction merely reduces the taxpayer's income subject to tax. This election is made on a year-by-year basis and applies to all foreign taxes paid by (or withheld from) the U.S. Holder during that year. There are significant and complex limitations which apply to the credit, among which is the general limitation that the credit cannot exceed the proportionate shares of the U.S. Holder's United States income tax liability that the U.S. Holder's foreign source taxable income bears to his or its world-wide taxable income. In the determination of the application of this limitation, the various items of income and deduction must be classified into foreign and domestic (U.S.) sources. Complex rules govern this classification process. In addition, this limitation is calculated separately with respect to specific classes of income such as "passive income", "high withholding tax interest", "financial services income", "shipping income", and certain other classifications of income. Dividends distributed by us will generally constitute foreign source "passive income" or, in the case of U.S. Holders, "financial services income" for these purposes. The availability of the foreign tax credit

and the application of the limitations on the credit are fact specific and holders and prospective holders of Common Shares are urged to consult their own tax advisors regarding their individual circumstances.

Disposition of our Common Shares
- --------------------------------

A U.S. Holder, who does not fall under any of the provisions contained within the "Other Considerations for U.S. Holders" section, and will recognize gain or loss upon the sale of Common Shares of equal to the difference, if any, between the amount of cash plus the fair market value of any property received, and the Holder's tax basis in the Common Shares. This gain or loss will be capital gain or loss if the Common Shares are a capital asset in the hands of the U.S. Holder unless we were to become a controlled foreign corporation. For the effect on us becoming a controlled corporation, see "Controlled Foreign Company Status" below. Any capital gain will be a short-term or long-term capital gain or loss depending upon the holding period of the U.S. Holder. Gains and losses are netted and combined according to special rules in arriving at the overall capital gain or loss for a particular tax year. Deductions for net capital losses are subject to significant limitations. For U.S. Holders which are individuals, any unused portion of such net capital loss may be carried over to be used in later tax years until such net capital loss is thereby exhausted. For U.S. Holders which are corporations (other than corporations subject to Subchapter S of the Code), an unused net capital loss may be carried back three years from the loss year and carried forward five years from the loss year to be offset against capital gains until such net capital loss is thereby exhausted.

Other Considerations for U.S. Holders
- -------------------------------------

In the following circumstances, the above sections of this discussion may not describe the United States Federal income tax consequences resulting from the holding and disposition of Common Shares.

FOREIGN PERSONAL HOLDING COMPANY

If at any time during a taxable year more than 50% of the total combined voting power or the total value of our outstanding shares is owned, actually or constructively, by five or fewer individuals who are citizens or residents of the United States and 60% (50% after the first year) or more of our gross income for such year was derived from certain passive sources (e.g., from interest, dividends and certain rents), we would be treated as a "foreign personal holding company." In that event, U.S. Holders that hold Common Shares would be required to include in income for such year their allocable portion of our passive income which would have been treated as a dividend had that passive income actually been distributed.

FOREIGN INVESTMENT COMPANY

If 50% or more of the combined voting power or total value of our outstanding shares are held, actually or constructively, by citizens or residents of the United States, United States domestic partnerships or corporations, or estates or trusts other than foreign estates or trusts (as defined by the Code Section

7701(a)(31)), and we are found to be engaged primarily in the business of investing, reinvesting, or trading in securities, commodities, or any interest therein, it is possible that we might be treated as a "foreign investment company" as defined in Section 1246 of the Code, causing all or part of any gain realized by a U.S. Holder selling or exchanging Common Shares to be treated as ordinary income rather than capital gains.

PASSIVE FOREIGN INVESTMENT COMPANY

As a foreign corporation with U.S. shareholders, the corporation could be treated as a passive foreign investment corporation ("PFIC"). Section 1297 of the Code defines a PFIC as a corporation that is not formed in the United States and, for any taxable year, either (i) 75% or more of its gross income is "passive income," which includes but is not limited to interest, dividends and certain rents and royalties or (ii) at least 50% of our assets held during the year produce or are held for the production of passive income. The 50% test is based upon the value of our assets (or, the adjusted tax basis of our assets, if we are not publicly traded and are a controlled foreign corporation or makes an election). WE BELIEVE THAT WE HAVE BEEN A PFIC FOR EACH FISCAL YEAR SINCE OUR INCORPORATION, AND EXPECT TO BE CHARACTERIZED AS A PFIC THIS FISCAL YEAR.

A U.S. Holder who holds stock in a PFIC is subject to U.S. federal income taxation of that foreign corporation under one of two alternative tax methods at the election of each such U.S. Holder.

As a PFIC, each U.S. Holder must determine under which of the alternative tax methods it wishes to be taxed. Under one method, a U.S. Holder who elects in a timely manner to treat us as a Qualified Electing Fund ("QEF"), as defined in the Code, (an "Electing U.S. Holder") will be subject, under Section 1293 of the Code, to current federal income tax for any taxable year in which we qualify as a PFIC on his pro-rata share of our (i) "net capital gain" (the excess of net long-term capital gain over net short-term capital loss), which will be taxed as long-term capital gain to the Electing U.S. Holder and (ii) "ordinary earnings" (the excess of earnings and profits over net capital gain), which will be taxed as ordinary income to the Electing U.S. Holder, in each case, for the U.S. Holder's taxable year in which (or with which) our taxable year ends, regardless of whether such amounts are actually distributed.

A QEF election also allows the Electing U.S. Holder to (i) generally treat any gain realized on the disposition of his Common Shares (or deemed to be realized on the pledge of his Common Shares) as capital gain; (ii) treat his share of our net capital gain, if any, as long-term capital gain instead of ordinary income, and (iii) either avoid interest charges resulting from PFIC status altogether (see discussion of interest charge below), or make an annual election, subject to certain limitations, to defer payment of current taxes on his share of our annual realized net capital gain and ordinary earnings subject, however, to an interest charge. If the Electing U.S. Holder is not a corporation, such an interest charge would be treated as non-deductible "personal interest."

The procedure a U.S. Holder must comply with in making a timely QEF election will depend on whether the year of the election is the first year in the U.S. Holder's holding period in which we are a PFIC. If the U.S. Holder makes a QEF election in such first year, (sometimes referred to as a "Pedigreed QEF Election"), then the U.S. Holder may make the QEF election by simply filing the appropriate documents at the time the U.S. Holder files its tax return for such first year. If, however, we qualified as a PFIC in a prior year, then in addition to filing documents, the U.S. Holder may also elect to recognize as an "excess distribution" (i) under the rules of Section 1291 (discussed below), any gain that he would otherwise recognize if the U.S. Holder sold his stock on the application date or (ii) if we are a controlled foreign corporation ("CFC"), the Holder's pro rata share of the corporation's earnings and profits. (But see "Elimination of Overlap Between Subpart F Rules and PFIC Provisions"). Either the deemed sale election or the deemed dividend election will result in the U.S. Holder being deemed to have made a timely QEF election.

With respect to a situation in which a Pedigreed QEF election is made, if we no longer qualify as a PFIC in a subsequent year, normal Code rules and not the PFIC rules will apply.

If a U.S. Holder has not made a QEF Election at any time (a "Non-electing U.S. Holder"), then special taxation rules under Section 1291 of the Code will apply

to (i) gains realized on the disposition (or deemed to be realized by reason of a pledge) of his Common Shares and (ii) certain "excess distributions", as specially defined, by us.

A Non-electing U.S. Holder generally would be required to pro-rate all gains realized on the disposition of his Common Shares and all excess distributions over the entire holding period for the Common Shares. All gains or excess distributions allocated to prior years of the U.S. Holder (other than years prior to our first taxable year during such U.S. Holder's holding period and beginning after January 1, 1987 for which it was a PFIC) would be taxed at the highest tax rate for each such prior year applicable to ordinary income. The Non-electing U.S. Holder also would be liable for interest on the foregoing tax liability for each such prior year calculated as if such liability had been due with respect to each such prior year. A Non-electing U.S. Holder that is not a corporation must treat this interest charge as "personal interest" which, as discussed above, is wholly non-deductible. The balance of the gain or the excess distribution will be treated as ordinary income in the year of the disposition or distribution, and no interest charge will be incurred with respect to such balance.

If we are a PFIC for any taxable year during which a Non-electing U.S. Holder holds Common Shares, then we will continue to be treated as a PFIC with respect to such Common Shares, even if it is no longer by definition a PFIC. A Non-electing U.S. Holder may terminate this deemed PFIC status by electing to recognize gain (which will be taxed under the rules discussed above for Non-Electing U.S. Holders) as if such Common Shares had been sold on the last day of the last taxable year for which it was a PFIC.

Under Section 1291(f) of the Code, the Department of the Treasury has issued proposed regulations that would treat as taxable certain transfers of PFIC stock by Non-electing U.S. Holders that are generally not otherwise taxed, such as gifts, exchanges pursuant to corporate reorganizations, and transfers at death.

If a U.S. Holder makes a QEF Election that is not a Pedigreed Election (i.e. it is made after the first year during which we are a PFIC and the U.S. Holder holds our shares) (a "Non-Pedigreed Election"), the QEF rules apply prospectively but do not apply to years prior to the year in which the QEF first becomes effective. U.S. Holders are urged to consult their tax advisors regarding the specific consequences of making a Non-Pedigreed QEF Election.

Certain special, generally adverse, rules will apply with respect to the Common Shares while we are a PFIC whether or not it is treated as a QEF. For example under Section 1298(b)(6) of the Code, a U.S. Holder who uses PFIC stock as security for a loan (including a margin loan) will, except as may be provided in regulations, be treated as having made a taxable disposition of such stock.

The foregoing discussion is based on currently effective provisions of the Code, existing and proposed regulations thereunder, and current administrative rulings and court decisions, all of which are subject to change. Any such change could affect the validity of this discussion. In addition, the implementation of certain aspects of the PFIC rules requires the issuance of regulations which in many instances have not been promulgated and which may have retroactive effect. There can be no assurance that any of these proposals will be enacted or promulgated, and if so, the form they will take or the effect that they may have on this discussion. Accordingly, and due to the complexity of the PFIC rules, U.S. Holders of the Common Shares are strongly urged to consult their own tax advisors concerning the impact of these rules on their investment in us.

MARK-TO-MARKET ELECTION FOR PFIC STOCK

A U.S. Holder of a PFIC may make a mark-to-market election with respect to the stock of the PFIC if such stock is marketable as defined below. This provision is designed to provide a current inclusion provision for persons that are Non-Electing Holders. Under the election, any excess of the fair market value of the PFIC stock at the close of the tax year over the Holder's adjusted basis in the stock is included in the Holder's income. The Holder may deduct the lesser of any excess of the adjusted basis of the PFIC stock over its fair market value at the close of the tax year, or the "unreversed inclusions" with respect to the PFIC stock (the net mark-to-market gains on the stock that the Holder included in income in prior tax years).

For purposes of the election, PFIC stock is marketable if it is regularly traded on (1) a national securities exchange that is registered with the SEC, (2) the national market system established under Section 11A of the Securities Exchange Act of 1934, or (3) an exchange or market that the IRS determines has rules sufficient to ensure that the market price represents legitimate and sound fair market value.

A Holder's adjusted basis of PFIC stock is increased by the income recognized under the mark-to-market election and decreased by the deductions allowed under the election. If a U.S. Holder owns PFIC stock indirectly through a foreign entity, the basis adjustments apply to the basis of the PFIC stock in the hands of the foreign entity for the purpose of applying the PFIC rules to the tax treatment of the U.S. owner. Similar basis adjustments are made to the basis of the property through which the U.S. persons hold the PFIC stock.

Income recognized under the mark-to-market election and gain on the sale of PFIC stock with respect to which an election is made is treated as ordinary income. Deductions allowed under the election and loss on the sale of PFIC with respect to which an election is made, to the extent that the amount of loss does not exceed the net mark-to-market gains previously included, are treated as ordinary losses. The U.S. or foreign source of any income or losses is determined as if the amount were a gain or loss from the sale of stock in the PFIC.

If PFIC stock is owned by a Controlled Foreighn Company ("CFC") (discussed below), the CFC is treated as a U.S. person that may make the mark-to-market election. Amounts includable in the CFC's income under the election are treated as foreign personal holding company income, and deductions are allocable to foreign personal holding company income.

The rules of Code Section 1291 applicable to nonqualified funds generally do not apply to a U.S. Holder for tax years for which a mark-to-market election is in effect. If Code Section 1291 is applied and a mark-to-market election was in effect for any prior tax year, the U.S. Holder's holding period for the PFIC stock is treated as beginning immediately after the last tax year of the election. However, if a taxpayer makes a mark-to-market election for PFIC stock that is a nonqualified fund after the beginning of a taxpayer's holding period for such stock, a coordination rule applies to ensure that the taxpayer does not avoid the interest charge with respect to amounts attributable to periods before the election.

CONTROLLED FOREIGN COMPANY STATUS

If more than 50% of the voting power of all classes of stock or the total value of our stock is owned, directly or indirectly, by U.S. Holders, each of whom own 10% or more of the total combined voting power of all classes of our stock, we would be treated as a CFC under Subpart F of the Code. This classification would bring into effect many complex results including the required inclusion by such 10% U.S. Holders in income of their pro rata shares of "Subpart F income" (as defined by the Code) of us and our earnings invested in "U.S. property" (as defined by the Code). In addition, under Section 1248 of the Code, gain from the sale or exchange of Common Shares by such a 10% U.S. Holder of us at any time during the five year period ending with the sale or exchange is treated as ordinary dividend income to the extent of our earnings and profits attributable to the stock sold or exchanged. Because of the complexity of Subpart F, and because we may never be a CFC, a more detailed review of these rules is beyond of the scope of this discussion.

ELIMINATION OF OVERLAP BETWEEN SUBPART F RULES AND PFIC PROVISIONS

Under the Taxpayer Relief Act of 1997, a PFIC that is also a CFC will not be treated as a PFIC with respect to certain 10% U.S. Holders. For the exception to apply, (i) the corporation must be a CFC within the meaning of section 957(a) of the Code and (ii) the U.S. Holder must be subject to the current inclusion rules of Subpart F with respect to such corporation (i.e., the U.S. Holder is a "United States Shareholder," see "Controlled Foreign Corporation," above). The exception only applies to that portion of a U.S. Holder's holding period beginning after December 31, 1997. For that portion of a United States Holder before January 1, 1998, the ordinary PFIC and QEF rules continue to apply.

As a result of this provision, if we were ever to become a CFC, U.S. Holders who are currently taxed on their pro rata shares of Subpart F income of a PFIC which

is also a CFC will not be subject to the PFIC provisions with respect to the same stock if they have previously made a Pedigreed QEF Election. The PFIC provisions will however continue to apply to PFIC/CFC U.S. Holders for any periods in which they are not subject to Subpart F and to U.S. Holders that did not make a Pedigreed QEF Election unless the U.S. Holder elects to recognize gain on the PFIC shares held in us as if those shares had been sold.

DIVIDEND AND PAYING AGENTS

The declaration of dividends on our Common Shares is within the discretion of our board of directors and will depend on the assessment of, among other factors, earnings, capital requirements and our operating and financial condition. At the present time, our anticipated capital requirements are such that we intend to follow a policy of retained earnings in order to finance the further development of our business.

STATEMENT BY EXPERTS

Our financial statements for each of the years in the three year period ended December 31, 2004, 2003 and 2002 included in this Registration Statement have been audited by Staley Okada & Partners, independent auditors, as stated in their reports appearing herein (which reports express an unqualified opinion), and are included in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

The descriptions of the Point Leamington Property contained in Item 4. Information on the Company are summarized from reports prepared by Callum Grant, P.Eng. and Gary Giroux, P.Eng. of HATCH Associates Ltd. of Suite 200 - 1550 Alberni Street, Vancouver, British Columbia, V6E 1A5.

DOCUMENTS ON DISPLAY

Any documents referred to in this registration statement on Form 20-F may be inspected at our principal office located at Suite 285, 200 Granville Street, Vancouver, British Columbia, V6C 1S4 during normal business hours.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Not applicable.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDENDS ARREARAGES AND DELINQUENCIES

Not Applicable.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not Applicable.

ITEM 15. CONTROLS AND PROCEDURES

Not Applicable.

ITEM 16. AUDIT COMMITTEE FINANCIAL EXPERT
ITEM 16B. CODE OF ETHICS
ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES
ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES
ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not Applicable.

PART III
ITEM 17. FINANCIAL STATEMENTS

The financial statements of TLC Ventures Corp. are filed as part of this Registration Statement.

The following Financial Statements are filed as part of this Registration Statement, together with the Reports of the Independent Auditors:

EXHIBIT REFERENCE #	TLC VENTURES CORP.
N/A	Report of Independent Auditors
N/A	Balance Sheets
N/A	Statements of Operations
N/A	Statements of Shareholders' Equity
N/A	Statements of Cash Flows
N/A	Notes to the Financial Statements

TLC VENTURES CORP.

(An Exploration Stage Company)

FINANCIAL STATEMENTS

December 31, 2004, 2003 and 2002

(Expressed in Canadian Funds)

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Directors of TLC Ventures Corp.:

We have audited the accompanying balance sheets of TLC Ventures Corp. (An Exploration Stage Company) as at December 31, 2004 and 2003 and the related statements of changes in shareholders' equity, loss and cash flows for the years ended December 31, 2004, 2003 and 2002. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statements presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2004 and 2003 and the changes in shareholders' equity, results of its operations and its cash flows for the years ended December 31, 2004, 2003 and 2002 in accordance with Canadian generally accepted accounting principles.

/s/ Staley, Okada & Partners

Vancouver, B.C.
January 14, 2005

STALEY, OKADA & PARTNERS
CHARTERED ACCOUNTANTS

TLC Ventures Corp. Statement 1

(An Exploration Stage Company)
BALANCE SHEETS
AS AT DECEMBER 31
Canadian Funds

ASSETS	2004	2003
CURRENT		
Cash and cash equivalents	$ 6,192,278	$ 459,871
Amounts receivable	98,231	998
Prepaid expenses and advances	71,505	--
	6,362,014	460,869
PROPERTY, PLANT AND EQUIPMENT, NET OF ACCUMULATED AMORTIZATION (NOTE 4)	57,674	--
MINERAL PROPERTY COSTS - SCHEDULE (NOTE 5)	761,221	--
	$ 7,180,909	$ 460,869
LIABILITIES		
CURRENT		
Accounts payable	$ 14,716	$ 6,255

Accrued liabilities	17,000	--
Due to related parties (NOTE 7A)	13,058	12,120
	44,774	18,375
SHARE SUBSCRIPTIONS RECEIVED IN ADVANCE (NOTE 6C)	--	460,000
SHAREHOLDERS' EQUITY (DEFICIENCY)		
SHARE CAPITAL - STATEMENT 2 (NOTE 6)	14,593,350	5,738,611
DEFICIT - STATEMENT 2	(7,457,215)	(5,756,117)
	7,136,135	(17,506)
	$ 7,180,909	$ 460,869

ON BEHALF OF THE BOARD:

/s/ Sally Eyre, Director
/s/ Edward Farrauto, Director

- See Accompanying Notes -

TLC Ventures Corp. Statement 2
(An Exploration Stage Company)

STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31
Canadian Funds

	Common Shares		Accumulated	
	Shares	Amount	Deficit	Total
<S>	<C>	<C>	<C>	<C>
Balance - December 31, 2001	7,529,001	$ 5,487,872	$ (5,381,616)	$ 106,256
Issuance of shares for cash	1,175,000	117,500	--	117,500
Loss for the year	--	--	(62,147)	(62,147)
Balance - December 31, 2002	8,704,001	5,605,372	(5,443,763)	161,609
Stock compensation expense	--	133,239	--	133,239
Loss for the year	--	--	(312,354)	(312,354)
Balance - December 31, 2003	8,704,001	5,738,611	(5,756,117)	(17,506)
Issuance of shares for cash	10,300,000	7,875,000	--	7,875,000
Issuance of shares for mineral property	150,000	202,500	--	202,500
Issuance of shares for finder's fees	300,000	--	--	--
Shares issuance costs	--	(47,278)	--	(47,278)
Stock compensation expense	--	824,517	--	824,517
Loss for the year	--	--	(1,701,098)	(1,701,098)
Balance - December 31, 2004	19,454,001	$ 14,593,350	$ (7,457,215)	$ 7,136,135

</TABLE>

- See Accompanying Notes -

TLC Ventures Corp. Statement 3
(An Exploration Stage Company)

STATEMENTS OF LOSS
FOR THE YEARS ENDED DECEMBER 31
Canadian Funds

<TABLE><CAPTION>

	2004	2003	2002
<S>	<C>	<C>	<C>
EXPENSES			
Audit and accounting fees	$ 32,605	$ 8,700	$ 4,238
Amortization	10,605	--	--
Bank charges	660	400	222
Foreign exchange	441	--	--
Consulting fees	63,000	--	--
Insurance	19,015	--	--
Legal fees	110,827	14,349	2,043
Marketing	46,569	--	--
Office, postage and printing	43,145	--	--
Rent	34,375	23,550	25,600
Salaries and wages	274,624	--	--
Salaries and wages - Stock compensation	824,517	133,239	--
Shareholder relations	7,563	16,362	20,253
Telephone and utilities	10,632	--	--
Trade shows, conferences	14,467	--	--
Transfer agent, regulatory fees	23,644	9,512	5,849
Travel	157,989	4,400	4,800
	(1,674,678)	(210,512)	(63,005)
OTHER ITEMS			
Gain on forgiveness of debt	--	139,408	--
Mineral properties written off	--	(241,520)	--
Property investigation	(102,098)	--	--
Interest income	75,678	270	858
LOSS FOR THE YEAR	$ (1,701,098)	$ (312,354)	$ (62,147)
LOSS PER SHARE - BASIC AND DILUTED	$ (0.10)	$ (0.04)	$ (0.01)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	16,971,078	8,704,001	8,433,590

</TABLE>

- See Accompanying Notes -

TLC Ventures Corp.
(An Exploration Stage Company)

Statement 4

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31
Canadian Funds

<TABLE><CAPTION>

CASH RESOURCES PROVIDED BY (USED IN)	2004	2003	2002
<S>	<C>	<C>	<C>
OPERATING ACTIVITIES			
Loss for the year	$ (1,701,098)	$ (312,354)	$ (62,147)
Items not affecting cash:			
Amortization	10,605	--	--
Gain on forgiveness of debt	--	(139,408)	--
Mineral properties written off	--	241,520	--
Stock-based compensation	824,517	133,239	--
	(865,976)	(77,003)	(62,147)
Net changes in non-cash working capital components:			
Amounts receivable	(97,233)	(846)	507
Accounts payable and accrued liabilities	26,399	(22,981)	36,101
Prepaid expenses	(71,505)	--	5,150

	(1,008,315)	(100,830)	(20,389)
INVESTING ACTIVITIES			
Property, plant and equipment acquired	(68,279)	--	--
Mineral property costs	(558,721)	--	(152,000)
	(627,000)	--	(152,000)
FINANCING ACTIVITIES			
Loans payable	--	66,908	22,500
Share subscriptions received in advance	--	460,000	--
Cash received for shares - net of issuance costs	7,367,722	--	117,500
	7,367,722	526,908	140,000
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	5,732,407	426,078	(32,389)
Cash and Cash Equivalents - Beginning of Year	459,871	33,793	66,182
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 6,192,278	$ 459,871	$ 33,793
SCHEDULE OF NON-CASH INVESTING AND FINANCING ACTIVITIES			
Shares issued for mineral property	$ 202,500	$ --	$ --
Shares issued for finder's fees	$ --	$ --	$ --
Stock-compensation costs recorded in share capital	$ 824,517	$ 133,239	$ --
SUPPLEMENTAL CASH FLOW DISCLOSURE:			
Cash paid for interest	$ --	$ --	$ --
Cash paid for income taxes	$ --	$ --	$ --

</TABLE>

- See Accompanying Notes -

TLC Ventures Corp.
(An Exploration Stage Company)

Schedule

SCHEDULES OF MINERAL PROPERTY COSTS
FOR THE YEARS ENDED DECEMBER 31
Canadian Funds

<TABLE><CAPTION>

	2004	2003	2002
<S>	<C>	<C>	<C>
DAWSON CLEAR CREEK PROPERTY, YUKON, CANADA			
Acquisition costs			
Cash - option payments	$ --	$ --	$ 150,000
Deferred exploration expenditures			
Geological and field expenses	--	--	2,000
	--	--	152,000
POINT LEAMINGTON PROPERTY, NEWFOUNDLAND, CANADA			
Acquisition costs			
Cash - option payments	125,000	--	--
Shares - option payments	202,500	--	--
	327,500	--	--
Deferred exploration expenditures			
Assaying	15,465	--	--
Camp and general	28,460	--	--
Drilling	194,229	--	--

Equipment rental	27,486	--	--
Geological consulting	127,762	--	--
Geophysical	14,486	--	--
Mineral claim maintenance	25,833	--	--
	433,721	--	--
COSTS FOR THE YEAR	761,221	--	152,000
Balance - Beginning of year	--	241,520	89,520
Write-off of mineral property costs	--	(241,520)	--
BALANCE - END OF YEAR	$ 761,221	$ --	$ 241,520

</TABLE>

- See Accompanying Notes -

TLC Ventures Corp.
(An Exploration Stage Company)

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2004, 2003 AND 2002
Canadian Funds

1. NATURE OF BUSINESS

TLC Ventures Corp. ("TLC" or the "Company") is an exploration and mine development company focused on the acquisition, advancement and development of global precious and base metal assets. The recovery of the Company's investment in its mineral properties is dependent upon the discovery, development and sale of ore reserves and the ability to raise sufficient capital to finance these operations. The ultimate outcome of these operations cannot presently be determined because they are contingent on future matters.

The Company's common shares are listed on the TSX Venture Exchange under the symbol "TLV". The Company's corporate head office is in Vancouver, Canada.

2. SIGNIFICANT ACCOUNTING POLICIES

A) CASH AND CASH EQUIVALENTS

For purposes of reporting cash flows, the Company considers cash and cash equivalents to include amounts held in banks and highly liquid investments with remaining maturities at point of purchase of 90 days or less. The Company places its cash and cash equivalents with institutions of high-credit worthiness.

B) MINERAL PROPERTIES AND DEFERRED EXPLORATION EXPENDITURES

The Company is in the process of exploring its mineral properties and has not yet determined whether these properties contain ore reserves that are economically recoverable.

Mineral exploration and development costs are capitalized on an individual prospect basis until such time as an economic ore body is defined or the prospect is abandoned. Costs for a producing prospect are amortized on a unit-of-production method based on the estimated life of the ore reserves, while costs for the prospects abandoned are written off.

The recoverability of the amount capitalized for the undeveloped resource properties is dependent upon the determination of economically recoverable ore reserves, confirmation of the Company's interest in the underlying mineral claims, the ability to farm out its mineral properties, the ability to obtain the necessary financing to complete their development and future profitable production or proceeds from the disposition thereof.

Title to mineral properties involves certain inherent risks due to the difficulties of determining the validity of certain claims as well as the potential for problems arising from the frequently ambiguous conveyancing history characteristic of mineral properties. The Company has investigated title to all of its mineral properties and, to the best of its knowledge, title to all of its properties are in good standing.

C) OPTION AGREEMENT

From time to time, the Company may acquire or dispose of properties pursuant to the terms of option agreements. Due to the fact that options are exercisable entirely at the discretion of the optionee, the amounts payable or receivable are not recorded. Option payments are recorded as mineral property costs or recoveries when the payments are made or received.

D) AMORTIZATION

The Company provides for amortization on its property, plant and equipment at an annual rate as follows:

(i) 20% for furniture and office equipment on the declining balance method,

(ii) 30% - 45% for computer equipment and software on the declining balance method, and

(iii) leasehold improvements are amortized on a straight-line basis over the term of the lease.

One-half of the above rate is taken in the year of acquisition.

E) INCOME TAXES

Income taxes are accounted for using the asset and liability method. Future taxes are recognized for the tax consequences of "temporary differences" by applying enacted or substantively enacted statutory tax rates applicable to future years to differences between the financial statement carrying amounts and tax basis of existing assets and liabilities. The effect on deferred taxes for a change in tax rates is recognized in income in the period that includes the date of enactment or substantive enactment. In addition, the method requires the recognition of future tax benefits to the extent that realization of such benefits is more likely than not.

F) SHARE CAPITAL

i) The proceeds from the exercise of stock options, warrants and escrow shares are recorded as share capital in the amount for which the option, warrant or escrow share enabled the holder to purchase a share in the Company.

ii) Share capital issued for non-monetary consideration is recorded at an amount based on fair market value.

G) STOCK-BASED COMPENSATION - CHANGE IN ACCOUNTING POLICY

As encouraged by CICA Handbook Section 3870 the Company enacted prospectively early adoption of the fair value based method of accounting for awards to employees for the fiscal year beginning

January 1, 2003.

The new standard requires that all stock-based awards made to employees and non-employees be measured and recognized using a fair value based method. In prior years, stock-based compensation expense was only recognized when stock-based compensation awards were made to non-employees, while pro-forma disclosure was acceptable for awards made to employees.

H) LOSS PER SHARE

Basic earnings (loss) per share is computed by dividing income (loss) available to common shareholders by the weighted average number of common shares outstanding during the year. The computation of diluted earnings per share assumes the conversion, exercise or contingent issuance of securities only when such conversion, exercise or issuance would have a dilutive effect on earnings per share. The dilutive effect of convertible securities is reflected in diluted earnings per share by application of the "if converted" method. The dilutive effect of outstanding options and warrants and their equivalents is reflected in diluted earnings per share by application of the treasury stock method.

I) MANAGEMENT'S ESTIMATES

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reported periods. Actual results could differ from those estimates.

J) FLOW-THROUGH SHARES

During the year, the Company adopted the new recommendations of the Emerging Issues Committee relating to flow-through shares effective for all flow-through agreements dated after March 19, 2004. Canadian Income Tax Legislation permits an enterprise to issue securities referred to as flow-through shares, whereby the investor can claim the tax deductions arising from the renunciation of the related resource expenditures. When resource expenditures are renounced to the investors and the Company has reasonable assurance that the expenditures will be completed, future income tax liabilities are recognized (renounced expenditures multiplied by the effective tax rate) thereby reducing share capital.

If a company has sufficient unused tax losses and deductions ("losses") to offset all or part of the future income tax liabilities and no future income tax assets have been previously recognized on such losses, a portion of such unrecognized losses (losses multiplied by the effective corporate tax rate) is recorded as income up to the amount of the future income tax liability that was previously recognized on the renounced expenditures. As no flow-through shares were issued during the year, there was no impact on the financial statements for the current fiscal year.

K) ASSET RETIREMENT OBLIGATION

Effective January 1, 2004, the Company adopted the recommendations of CICA Handbook Section 3110, Asset Retirement Obligations. This new section requires recognition of a legal liability for obligations relating to retirement of property, plant, and equipment, and arising

from the acquisition, construction, development, or normal operation of those assets. Such asset retirement cost must be recognized at fair value when a reasonable estimate of fair value can be estimated, in the period in which it is incurred, added to the carrying value of the asset, and amortized into income on a systematic basis over its useful life.

There is no material impact on the financial statements resulting from the adoption of Section 3110 either in the current or prior years presented.

3. FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's financial instruments consist of cash and cash equivalents, amounts receivable and accounts payable, and amounts due to related parties. Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from these financial instruments. The fair value of these instruments approximates their carrying value due to their short-term maturity or capacity of prompt liquidation.

4. PROPERTY, PLANT AND EQUIPMENT

Details are as follows:

	Cost	Accumulated Amortization	Net Book Value 2004	Net Book Value 2003
Computer equipment and software	$ 23,483	$ (3,523)	$ 19,960	$ --
Furniture and office equipment	19,918	(1,993)	17,925	--
Leasehold improvements	24,878	(5,089)	19,789	--
	$ 68,279	$ (10,605)	$ 57,674	$ --

5. MINERAL PROPERTY COSTS

Details are as follows:

	Acquisition	Deferred Exploration	Total 2004	Total 2003
Point Leamington Property	$ 327,500	$ 433,721	$ 761,221	$ --

A) POINT LEAMINGTON PROPERTY, NEWFOUNDLAND, CANADA

Pursuant to a letter agreement dated February 13, 2004 with Rubicon Minerals Corporation ("Rubicon"), a company with a director in common, the Company acquired the option to purchase a 100% interest in the Point Leamington deposit and Mining Lease, located in Newfoundland, Canada. As consideration, the Company, at its option, must issue 300,000 common shares and pay $250,000 as follows:

	Shares	Cash
Upon regulatory approval (issued/paid)	150,000	$ 125,000
On or before May 7, 2005	75,000	50,000
On or before May 7, 2006	75,000	75,000

300,000	$ 250,000

The Company or its nominee has a right of first refusal on the purchase of any or all of the 300,000 shares if Rubicon intends to sell them. There is an Area of Interest (AOI) in the agreement whereby additional claims staked by either Rubicon or the Company within 1.5 km of the boundary of the Point Leamington Mining Lease will form part of the Agreement. In addition if, prior to the Company fulfilling the full conditions of the agreement, the Company sells a 100% interest in the project to an arms-length third party, Rubicon shall receive 50% of the gross sale proceeds less the total consideration paid to them pursuant to the agreement prior to the date of sale.

There is a 2% Net Smelter Return Royalty on the property held by third parties.

B) DAWSON CLEAR CREEK PROPERTIES, YUKON TERRITORY, CANADA

In prior years, the Company acquired a mineral lode property of 6 claims known as the HP group in Dawson Mining District, Yukon for $32,000 and a 30% working interest in 103 mineral claims in the Dawson and Mayo Mining Districts, Yukon for $200,000. In 2003, management wrote off these mineral claims.

6. SHARE CAPITAL

a) Authorized: Unlimited number of common shares without par value (2003 - 25,000,000; 2002 - 10,000,000).

b) During the 2002 fiscal year, 1,175,000 warrants were exercised for $0.10 per warrant for gross proceeds of $117,500.

c) On January 28, 2004, the Company issued, by private placement, 5,000,000 common shares at $0.25 per common share for gross proceeds of $1,250,000 ($460,000 of this was received in fiscal 2003 and was accordingly classified as share subscription received in advance). No commission or finder's fees was paid in conjunction with this financing.

d) On May 7, 2004 the Company issued, by private placement, 5,000,000 units at $1.25 per unit for gross proceeds of $6,250,000. Each unit consists of one common share and one-half of a common share purchase

warrant. One full warrant will allow the holder to purchase one common share in the Company until May 7, 2005 at a price of $1.50 per share. The Agent was paid a commission by issuing 300,000 units with each unit consisting of one common share and one-half of a common share purchase warrant. One full warrant will allow the Agent to purchase one common share of the Company until May 7, 2005 at a price of $1.50 per share. The Agent received 250,000 agent's warrants. Each agent's warrant is also exercisable into one common share of the Company at $1.25 until May 7, 2005.

e) On September 29, 2004 the Company issued, by private placement, 300,000 units at $1.25 per unit to a director of the Company for gross proceeds of $375,000. Each unit consists of one common share and one full common share purchase warrant. One share purchase warrant will allow the holder to purchase one common share in the Company until September 29, 2006 at a price of $1.50 per share. No commission or finder's fees was paid in conjunction with this financing.

f) SHARE PURCHASE OPTIONS

i) The Company has established a share purchase option plan whereby the Board of Directors, may from time to time, grant options to directors, officers, employees or consultants to a maximum of 3,600,000 options. Options granted must be exercised no later than five years from date of grant or such lesser period as determined by the Company's Board of Directors. The exercise price of an option is not less than the closing price on the Exchange on the last trading day preceding the grant date.

Options vest according to the following schedule:

25% - on grant date 25% - six months after grant date 25% - twelve months after grant date 25% - eighteen months after grant date

ii) A summary of the Company's options at December 31, 2004 and the changes for the period are as follows:

<TABLE><CAPTION>

Exercise Price	Outstanding December 31 2003	Granted	Exercised	Expired or Cancelled	Outstanding December 31, 2004	Expiry date
<S>	<C>	<C>	<C>	<C>	<C>	<C>
$0.25	1,055,000	--	--	--	1,055,000	December 11, 2008
$2.10	--	300,000	--	--	300,000	March 15, 2009
$2.00	--	5,000	--	--	5,000	April 29, 2009
$1.80	--	200,000	--	--	200,000	May 11, 2009
$1.35	--	200,000	--	--	200,000	September 29, 2009
	1,055,000	705,000	--	--	1,760,000	
Weighted average exercise price	$0.25	$1.80	--	--	$ 0.87	

	Number of Options	Weighted Average Exercise Price	Expiry
Vested as at December 31, 2004	1,546,740	$0.78	December 11, 2008 to September 29, 2009

</TABLE>

For the newly granted options, compensation expense is based on the fair value of the options at the grant date. For any options that have alteration in their conditions, compensation expense is based on the fair value of the options on the alteration date less the fair value of the original options based on the shorter of the remaining expanded life of the old option or the expected life of the modified option.

Effective January 1, 2003, the Company recognizes compensation expense on stock options granted to both employees and non-employees using the fair value method, which the Company records as an expense.

iii) During the 2002 fiscal year, the Company did not grant any stock options to either the employees or non-employees of the Company, and as such, no compensation expense was recorded and no pro forma disclosure of these awards was required under the fair value

method.

iv) During the 2003 fiscal year, the Company granted stock options of 805,000 to directors and officers. The Company also granted stock options of 250,000 to a consultant. Each option entitles the holder to acquire one common share of the Company at an exercise price of $0.25 per share, expiring December 11, 2008. The Company recorded $101,665 of stock-based compensation expenses on options vested to directors and officers of the Company and $31,574 of stock-based compensation expenses on options vested to consultant to the Company for a total of $133,239 as salaries and wages - stock compensation expense. The offsetting entry is to share capital.

v) During the year, the Company granted options to purchase up to 705,000 shares of the Company at exercise prices between $1.35 to $2.10 per share to directors and officers of the Company. As at December 31, 2004, 491,740 of these options have vested. The total fair value of the options granted was calculated to be $1,094,934. Since the options were granted under a graded vesting schedule, $824,517 of the fair value has been recorded in the Company's accounts as salaries and wages - stock compensation expense. The offsetting entry is to share capital.

The fair value of the options used in the information above has been estimated at the date of grant of options using the Black-Scholes option pricing model with the following assumptions:

	2004	2003	2002
Average risk free interest rate	3.79%	5%	N/A
Average expected option life	5 years	5 years	N/A
Stock volatility - based on trading history	154.81%	90.80%	N/A
Dividend payments during life of option	Nil	Nil	N/A

The Black-Scholes option pricing model was created for use in estimating the fair value of freely tradable, fully transferable options. The Company's employee stock options have characteristics significantly different from those of traded options, and because changes in the highly subjective input assumptions can materially affect the calculated values, management believes that the accepted Black-Scholes model does not necessarily provide a reliable measure of the fair value of the Company's stock option awards.

G) SHARE PURCHASE WARRANTS

As at December 31, 2004, the following share purchase warrants are outstanding:

<TABLE><CAPTION>

Exercise Price	Outstanding December 31 2003	Issued	Exercised	Expired or Cancelled	Outstanding December 31 2004	Expiry date
<S>	<C>	<C>	<C>	<C>	<C>	<C>
$1.25	--	250,000	--	--	250,000	May 7, 2005
$1.50	--	2,500,000	--	--	2,500,000	May 7, 2005
$1.50	--	150,000	--	--	150,000	May 7, 2005
$1.50	--	300,000	--	--	300,000	September 29, 2006
	--	3,200,000	--	--	3,200,000	
Weighted average exercise price	--	$1.48	--	--	$1.48	

</TABLE>

H) ESCROW SHARES

As at December 31, 2004 there are 4,117,850 common shares held in escrow. Subject to the terms of the escrow agreements, the escrow shares are subject to be released as follows:

RELEASE DATES	TOTAL NUMBER OF ESCROWED SECURITIES TO BE RELEASED
May 7, 2005	823,570
November 7, 2005	823,570
May 7, 2006	823,570
November 7, 2006	823,570
May 7, 2007	823,570
	4,117,850

7. RELATED PARTY TRANSACTIONS

Except as noted elsewhere in these financial statements, related party transactions are as follows:

a) As at December 31, 2004, amounts due to related parties consist of $13,058 (2003 - $12,120) owing to directors and officers and a law firm where an officer of the Company is a partner. These amounts were incurred in the ordinary course of business are non-interest bearing, unsecured and due on demand.

b) During the year, a salary of $105,000 (2003 - $Nil; 2002 - $Nil) was paid to a director and officer. In addition, $50,000 was also paid on behalf of the same director and officer for relocation expenses.

c) During the year, consulting fees of $27,921 (2003 - $Nil; 2002 - $Nil) were paid to a director and officer.

d) During the year, accounting fees of $67,642 (2003 - $Nil; 2002 - $Nil) were paid to a director and an officer.

e) During the year, accounting fees of $Nil (2003 - $6,500; 2002 - $7,000) were paid to a former director and officer.

f) During the year, legal fees of $90,309 (2003 - $11,378; 2002 - $Nil) were paid to a law firm where an officer of the Company is a partner.

8. INCOME TAXES

The components of the future income tax asset are as follows:

Future income tax assets	2004	2003
Tax benefit of loss carry-forwards	$ 386,000	$ 136,000
Valuation allowance	(386,000)	(136,000)
Net future income tax assets	$ --	$ --

The Company reassessed its future tax assets at each balance sheet date. At December 31, 2004, the Company has provided for a valuation allowance to recognize that a future income tax asset is recognized only to the extent that it is more likely than not that sufficient taxable income will be available to allow an unrecognized future income tax asset to be realized.

The Company has approximately $761,221 of deferred mineral expenditures available as at December 31, 2004 which may be carried forward indefinitely

and used to reduce prescribed taxable income in future years.

The non-capital losses totalling approximately $1,084,000 are carried forward for tax purposes and are available to reduce taxable income of future years. These losses expire as follows:

	Non-Capital Losses
2005	$ 36,000
2006	40,000
2007	54,000
2008	70,000
2009	95,000
2010	77,000
2014	712,000
	$ 1,084,000

The potential future tax benefits of these losses have not been recognized in these financial statements due to uncertainty of their realization.

9. COMPARATIVE FIGURES

Certain of the comparative figures have been reclassified to conform with the current year presentation.

10. COMMITMENTS

a) During the year, the Company signed a lease agreement for the rental of office space. The lease expires November 29, 2007. The future minimum lease obligations are as follows:

	Amount
2005	$ 34,012
2006	34,012
2007	30,920
	$ 98,944

b) By agreement dated March 29, 2004, the Company entered into a two-year employment agreement with a director and officer. Compensation is $11,500 per month. In addition, the employment agreement also includes a discretionary bonus and reimbursement of moving expenses. This agreement is renewable at the end of two years with mutual consent. The Company may terminate the agreement at any time but will be responsible to pay:

i) Twelve months salary if the termination is within the first year of the agreement; ii) Twenty-four months salary if the termination is after the first year of the agreement; and iii) Twenty-four months salary if the termination is a result of a change in control of the Company.

11. DIFFERENCES BETWEEN UNITED STATES AND CANADIAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP")

These financial statements have been prepared in accordance with generally accepted accounting principles in Canada. Except as set out below, these financial statements also comply, in all material aspects, with accounting

principles generally accepted in the United States and the rules and regulations of the Securities Exchange Commission.

a) Under Canadian GAAP, the mineral properties are carried at cost and written off or written down if the properties are abandoned, sold or if management decides not to pursue the properties. Under United States GAAP, the Company would periodically review and obtain independent reports in determining adjustments to the mineral properties and record properties at net realizable value. The Company has not yet obtained an

independent report for United States GAAP purposes, therefore, the Company's mineral property costs would have been written off.

b) The impact of the above differences between Canadian and United States GAAP on loss for the period is as follows:

	Year Ended December 31 2004	Year Ended December 31 2003	Year Ended December 31 2002
Loss for the period as reported	$ (1,701,098)	$ (312,354)	$ (62,147)
Add back write-off of mineral property costs	--	241,520	--
Less mineral property expenditures during the year	(761,221)	--	(152,000)
Loss for the period in accordance with United States GAAP	$ (2,462,319)	$ (70,834)	$ (214,147)

	Year Ended December 31 2004	Year Ended December 31 2003	Year Ended December 31 2002
Primary loss per share for the year in accordance with United States GAAP	$ (0.15)	$ (0.01)	$ (0.03)

c) The impact of the above differences between Canadian and United States GAAP on the deficit, as reported, is as follows:

	Year Ended December 31 2004	Year Ended December 31 2003	Year Ended December 31 2002
Deficit - As reported	$ (7,457,215)	$ (5,756,117)	$ (5,443,763)
Less capitalized mineral property costs	(761,221)	--	(241,520)
Deficit in accordance with United States GAAP	$ (8,218,436)	$ (5,756,117)	$ (5,685,283)

d) The impact of the above differences between Canadian and United States GAAP on the statement of changes in shareholders' equity, as reported, is as follows:

	Common Shares				
	Number	Amount	Deficit	Comprehensive Income	Total

<S>	<C>	<C>	<C>	<C>	<C>
Shareholders' equity balance as reported at December 31, 2002	8,704,001	$5,605,372	$(5,443,763)	$ --	$ 161,609
Less capitalized mineral property costs	--	--	(241,520)	--	(241,250)
Shareholders' equity in accordance with United States GAAP at December 31, 2002	8,704,001	$5,605,372	$(5,685,283)	$ --	$ (79,641)
Shareholders' equity balance as reported at December 31, 2003	8,704,001	$5,738,611	$(5,756,117)	$ --	$ (17,506)
Less capitalized mineral property costs	--	--	--	--	241,250
Shareholders' equity in accordance with United States GAAP at December 31, 2003	8,704,001	$5,738,611	$(5,756,117)	$ --	$ 223,744
Shareholders' equity balance as reported at December 31, 2004	19,454,001	$14,593,350	$(7,457,215)	$ --	$ 7,136,135
Less capitalized mineral property costs	--	--	(761,221)	--	(761,221)
Shareholders' equity in accordance with United States GAAP at December 31, 2004	19,454,001	$14,593,350	$(8,218,436)	$ --	$ 6,374,914

</TABLE>

e) NEW ACCOUNTING PRONOUNCEMENTS

In June 2001, the FASB issued SFAS No. 141, "Business Combinations". SFAS No. 141 mandates the purchase method of accounting for all business combinations initiated after June 30, 2001. In addition, SFAS No. 141 addresses the accounting for intangible assets and goodwill acquired in business combinations

completed after June 30, 2001. The Company adopted SFAS No. 141, as required, with no material impact on its financial statements.

In June 2001, the FASB issued SFAS No. 142, "Goodwill and Other Intangible Assets", which revises the accounting for purchased goodwill and other intangible assets. Under SFAS No. 142, goodwill and other intangible assets with indefinite lives will no longer be systematically amortized into operating results. Instead, each of these assets will be tested, in the absence of an indicator of possible impairment, at least annually, and upon an indicator of possible impairment, immediately. The Company adopted SFAS No. 142, as required, on January 1, 2002, with no material impact on its financial statements.

In August 2001, the FASB issued SFAS No. 143, "Accounting for Asset Retirement Obligations". SFAS No. 143 requires entities to record the fair value of a liability for an asset retirement obligation in the period in which it is a cost by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period, and the capitalized cost is depreciated over the useful life of the related obligation for its recorded amount or incurs a gain or loss upon settlement. The Company adopted SFAS No. 143, as required, on January 1, 2003, with no material impact on its financial statements.

In August 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-lived Assets". SFAS No. 144 was issued to resolve certain implementation issues that had arisen under SFAS No. 121. Under SFAS No. 144, a single uniform accounting model is required to be used for long-lived assets to be disposed of by sale, whether previously held and used or newly acquired, and certain additional disclosures are required. The Company adopted SFAS No. 144, as required, with no material impact on its financial statements.

In April 2002, the FASB issued SFAS No. 145, "Rescission of FASB Statements Nos. 4, 44, and 64, Amendment of FASB Statement No. 13, and Technical Corrections". SFAS No. 145 updates, clarifies and simplifies existing accounting pronouncements, by rescinding SFAS No. 4, which required all gains and losses from extinguishment of debt to be aggregated and, if material, classified as an extraordinary item, net of related income tax effect. As a result, the criteria in APB No. 30 will now be used to classify those gains and losses. Additionally, SFAS No. 145 amends SFAS No. 13 to require that certain lease modifications that have economic effects similar to sale-leaseback transactions be accounted for in the same manner as sale-leaseback transactions. Finally, SFAS No. 145 also makes technical corrections to existing pronouncements. While those corrections are not substantive in nature, in some instances, they may change accounting practice. The Company adopted the provisions of SFAS No. 145 that amended SFAS No. 13, as required, on May 15, 2002 for transactions occurring after such date with no material impact on its financial statements. The Company adopted the remaining provisions of SFAS No. 145, as required, on January 1, 2003, with no material impact on its financial statements.

In June 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities". SFAS No. 146 was issued to address the financial accounting and reporting for costs associated with exit or disposal activities, unless specifically excluded. SFAS No. 146 requires that a liability for a cost associated with a covered exit or disposal activity be recognized and measured initially at its fair value in the period in which the liability is incurred, except for a liability for one-time termination benefits that is incurred over time. If employees are not required to render service until they are terminated in order to receive the one-time termination benefits or if employees will not be retained to render service beyond the minimum retention period (as dictated by existing law, statute or contract, or in the absence thereof, 60 days), a liability for the termination benefits shall be recognized and measured at its fair value at the communication date. If employees are required to render service until they are terminated in order to receive the one-time termination benefits and will be retained to render service beyond the minimum retention period, a liability for the termination benefits shall be measured initially at the communication date based on the fair value of the liability as of the termination date. The liability shall be recognized rateably over the future service period. SFAS No. 146 also dictates that a liability for costs to terminate an operating lease or other contract before

the end of its term shall be recognized and measured at its fair value when the entity terminates the contract in accordance with the contract terms. A liability for costs that will continue to be incurred under a contract for its remaining term without economic benefit to the entity is to be recognized and measured at its fair value when the entity ceases using the right conveyed by the contract. SFAS No. 146 further dictates that a liability for other covered costs associated with an exit or disposal activity be recognized and measured at its fair value

in the period in which the liability is incurred. The Company adopted SFAS No. 146, as required, on January 1, 2003 with no material impact on its financial statements.

In November 2002, the FASB issued FASB interpretation No. 45 ("FIN 45"), "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others". FIN 45 requires that a liability be recorded in the guarantor's balance sheet upon issuance of certain guarantees. FIN 45 also requires disclosure about certain guarantees that an entity has issued. The disclosure requirements of FIN 45 were effective for fiscal years ending after December 15, 2002. The Company adopted the provisions of FIN 45, as required, on January 1, 2002 with no material impact on its financial statements.

In December 2002, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation -- Transition and Disclosure". SFAS No. 148 amends SFAS No. 123, to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, SFAS No. 148 amends the disclosure requirements of SFAS No. 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used on reported results. SFAS No. 148 is effective for fiscal years beginning after December 15, 2002. The interim disclosure provisions are effective for financial reports containing financial statements for interim periods beginning after December 15, 2002. The Company effective January 1, 2003 has used APB25 therefore adoption of SFAS No. 148 is not required.

In January 2003, the FASB issued FASB Interpretation No. 46 ("FIN 46"), "Consolidation of Variable Interest Entities, an Interpretation of APB No. 51." FIN 46 requires certain variable interest entities to be consolidated by the primary beneficiary of the entity if the equity investors in the entity do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties. FIN 46 is effective for all new variable interest entities created or acquired after January 31, 2003. For variable interest entities created or acquired prior to February 1, 2003, the provisions of FIN 46 must be applied for the first interim or annual period beginning after June 15, 2003. The Company adopted the provisions of FIN 46, as required, with no material impact on its financial statements.

On April 30, 2003, the FASB issued SFAS No. 149, "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." SFAS No. 149 amends and clarifies accounting for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities under SFAS No. 133. The new guidance amends SFAS No. 133 for decisions made as part of the Derivatives Implementation Group ("DIG") process that effectively required amendments to SFAS No. 133, and decisions made in connection with other FASB projects dealing with financial instruments and in connection with implementation issues raised in relation to the application of the definition of a derivative and characteristics of a derivative that contains financing components. In addition, it clarifies when a derivative contains a financing component that warrants special reporting in the statement of cash flows. SFAS No. 149 is effective for contracts entered into or modified after June 30, 2003 and for hedging relationships designated after June 30, 2003. The Company adopted SFAS No. 149, as required, on July 1, 2003, with no material impact on its financial statements.

In May 2003, the FASB issued SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity". SFAS No. 150 establishes standards for classifying and measuring as liabilities certain financial instruments that embody obligations of the issuer and have characteristics of both liabilities and equity. SFAS No. 150 is effective for all financial instruments created or

modified after May 31, 2003 and otherwise is effective at the beginning of the first interim period beginning after June 15, 2003. The Company adopted SFAS No. 150, as required, on July 1, 2003, with no material impact on its financial statements.

In December 2003, the Securities and Exchange Commission (SEC) issued Staff Accounting Bulletin (SAB) No. 104, Revenue Recognition. SAB No. 104 revises or rescinds portions of the interpretive guidance included in Tope 13 of the codification of staff accounting bulletins in order to make this interpretive guidance consistent with current authoritative accounting and auditing guidance and SEC rules and regulations. The adoption of SAB No. 104 did not have a material effect on the Company's financial statements.

In December 2004, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standard (SFAS) No. 123R, "Share Based Payment". SFAS 123R is a revision of SFAS No. 123 "Accounting for Stock-Based Compensation", and supersedes APB Opinion No. 25, "Accounting for Stock Issued to Employees" and its related implementation guidance. SFAS 123R establishes standards for the accounting for transactions in which an entity exchanges its equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments. SFAS 123R focuses primarily on accounting for transactions in which an entity obtains employee services in share-based payment transactions. SFAS 123R does not change the accounting guidance for share-based payment transactions with parties other than employees provided in SFAS 123 as originally issued and Emerging Issues Task Force Issue No. 96-18, "Accounting for Equity Instruments That Are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services". SFAS 123R does not address the accounting for employee share ownership plans, which are subject to AICPA Statement of Position 93-6, "Employers' Accounting for Employee Stock Ownership Plans". SFAS 123R requires a public entity to measure the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award (with limited exceptions). That cost will be recognized over the period during which an employee is required to provide service in exchange for the award - the requisite service period (usually the vesting period). SFAS 123R requires that the compensation cost relating to share-based payment transactions be recognized in financial statements. That cost will be measured based on the fair value of the equity or liability instruments issued. The scope of SFAS 123R includes a wide range of share-based compensation arrangements including share options, restricted share plans, performance-based awards, share appreciation rights, and employee share purchase plans. Public entities (other than those filing as small business issuers) will be required to apply SFAS 123R as of the first interim or annual reporting period that begins after June 15, 2005. Public entities that file as small business issuers will be required to apply SFAS 123R in the first interim or annual reporting period that begins after December 15, 2005. For nonpublic entities, SFAS 123R must be applied as of the beginning of the first annual reporting period beginning after December 15, 2005. The adoption of this standard is not expected to have a material effect on the Company's results of operations or financial position.

In December 2004, FASB issued SFAS No. 153, "Exchanges of Nonmonetary Assets - An Amendment of APB Opinion No. 29". The guidance in APB Opinion No. 29, "Accounting for Nonmonetary Transactions", is based on the principle that exchanges of nonmonetary assets should be measured

based on the fair value of the assets exchanged. The guidance in that Opinion, however, included certain exceptions to that principle. SFAS No. 153 amends Opinion No. 29 to eliminate the exception for nonmonetary exchanges of similar productive assets and replaces it with a general exception for exchanges of nonmonetary assets that do not have commercial substance. A nonmonetary exchange has commercial substance if the future cash flows of the entity are expected to change significantly as a result of the exchange. The provisions of SFAS No. 153 are effective for nonmonetary asset exchanges occurring in fiscal periods beginning after June 15, 2005. Early application is permitted and companies must apply the standard prospectively. The adoption of this standard is not expected to have a material effect on the Company's results of operations or financial position.

ITEM 18. FINANCIAL STATEMENTS

We have elected to provide financial statements pursuant to Item 17. Financial Statements.

ITEM 19. EXHIBITS

The following Exhibits are filed with this Registration Statement:

EXHIBIT REFERENCE #	NAME
1.1	Notice of Articles
1.2	Articles, effective August 12, 2004

4.1	Point Leamington Agreement between TLC Ventures Corp. and Rubicon Minerals Corporation and stock purchase agreement dated February 13, 2004 between TLC Ventures Corp. and Rubicon Minerals Corporation.
4.2	Escrow Agreement dated May 7, 2004 among Pacific Corporate Trust Company, TLC Ventures Corp., Ed Farrauto and Richard Henley
4.3	Escrow Agreement dated December 10, 2003 among Pacific Corporate Trust Company, TLC Ventures Corp., Doug Forster and Blayne Johnson
4.4	Agreement dated December 12, 2004 between TLC Ventures Corp. and Endeavor Financial Ltd.
4.5	Strategic Alliance Agreement dated December 11, 2003 between TLC Ventures Corp. and Orogen Holdings (BVI) Ltd.
4.6	Sublease Agreement, dated March 5, 2004, among TLC Ventures Corp., Ontrea Inc. and Forbes Travel International Ltd.
4.7	Stock Option Plan
4.8	Form of Stock Option Agreement for officers and directors
4.9	Form of Indemnity Agreement for officers and directors
15.1	Consent of Staley Okada & Partners, Chartered Accountants
15.2	Consent of HATCH Associates Ltd.
15.3	The Point Leamington Massive Sulphide Deposit Independent Technical Report, dated April 14, 2004, prepared by Callum Grant, P.Eng. and Gary Giroux, P.Eng. of HATCH Associates Ltd. of Vancouver, BC.

SIGNATURES

The Registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Registration Statement on its behalf.

Dated: April 22, 2005

TLC VENTURES CORP.,
A BRITISH COLUMBIA COMPANY

/s/ DR. SALLY L. EYRE

Dr. Sally L. Eyre
Chief Executive Officer and Director

EXHIBIT 1.1

NOTICE OF ARTICLES

BUSINESS CORPORATIONS ACT

THIS NOTICE OF ARTICLES WAS ISSUED BY THE REGISTRAR ON: SEPTEMBER 9, 2004 09:43 AM PACIFIC TIME INCORPORATION NUMBER: BC0084013
RECOGNITION DATE: INCORPORATED ON JANUARY 15, 1969

NOTICE OF ARTICLES

NAME OF COMPANY:

TLC VENTURES CORP.

REGISTERED OFFICE INFORMATION

MAILING ADDRESS:	DELIVERY ADDRESS:
1400 1055 W HASTINGS ST	1400 1055 W HASTINGS ST
VANCOUVER BC V6E 2E9	VANCOUVER BC V6E 2E9

RECORDS OFFICE INFORMATION

MAILING ADDRESS:	DELIVERY ADDRESS:
1400 1055 W HASTINGS ST	1400 1055 W HASTINGS ST
VANCOUVER BC V6E 2E9	VANCOUVER BC V6E 2E9

DIRECTOR INFORMATION

LAST NAME, FIRST NAME MIDDLE NAME:
FARRAUTO, EDWARD

MAILING ADDRESS:	DELIVERY ADDRESS:
4573 LAKESIDE RD	4573 LAKESIDE RD
PENTICTON BC V2A8W4	PENTICTON BC V2A8W4

DIRECTOR INFORMATION

LAST NAME, FIRST NAME MIDDLE NAME:
FORSTER, DOUG

MAILING ADDRESS:	DELIVERY ADDRESS:
3330 RADCLIFFE AVE	3330 RADCLIFFE AVE

WEST VANCOUVER BC V7V1G6 WEST VANCOUVER BC V7V1G6

DIRECTOR INFORMATION

LAST NAME, FIRST NAME MIDDLE NAME:
HENLEY, RICHARD

MAILING ADDRESS:
131 POPPET RD
WAMBOIN ASTRALIA

DELIVERY ADDRESS:
131 POPPET RD
WAMBOIN ASTRALIA

DIRECTOR INFORMATION

LAST NAME, FIRST NAME MIDDLE NAME:
EYRE, SALLY

MAILING ADDRESS:
708 - 555 JERVIS STREET
VANCOUVER BC

DELIVERY ADDRESS:
708 - 555 JERVIS STREET
VANCOUVER BC

DIRECTOR INFORMATION

LAST NAME, FIRST NAME MIDDLE NAME:
FRANZEN, JEFFREY P.

MAILING ADDRESS:
900
1050 BIDWELL STREET
VANCOUVER BC V6G 2K1

DELIVERY ADDRESS:
900
1050 BIDWELL STREET
VANCOUVER BC V6G 2K1

AUTHORIZED SHARE STRUCTURE

1. No Maximum	Common Shares	Without Par Value Without Special Rights or Restrictions attached

EXHIBIT 1.2

TLC VENTURES CORP.
(THE "COMPANY")

EXTRACT OF RESOLUTIONS

AMENDMENT TO ARTICLES OF THE COMPANY
AS EFFECTED ON AUGUST 12, 2004

Pursuant to section 42(2)(a)(iv) of the British Columbia BUSINESS CORPORATIONS ACT, the following are extracts of resolutions of the shareholders of the Company as passed on May 26, 2004, which extracts are to be attached to the Articles of the Company as effected on August 12, 2004.

"1. the existing Articles of the Company be cancelled and that the new form of Articles approved by the Directors of the Company and presented to the members at the Annual General Meeting, be adopted as the Articles of the Company in substitution for, and to the exclusion of, the existing Articles of the Company;"

"2. the alteration to the Articles will not take effect until a Notice of Alteration to the Notice of Articles has been filed with the Registrar of Companies to reflect the alteration as contemplated by these resolutions;"

TLC VENTURES CORP.
(THE "COMPANY")

ARTICLES

1. INTERPRETATION

1.1 DEFINITIONS

In these Articles, unless the context otherwise requires:

(1) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;

(2) "BUSINESS CORPORATIONS ACT" means the BUSINESS CORPORATIONS ACT (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(3) "legal personal representative" means the personal or other legal representative of the shareholder;

(4) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register;

(5) "seal" means the seal of the Company, if any.

1.2 BUSINESS CORPORATIONS ACT AND INTERPRETATION ACT DEFINITIONS APPLICABLE

The definitions in the BUSINESS CORPORATIONS ACT and the definitions and rules of construction in the INTERPRETATION ACT, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the BUSINESS CORPORATIONS ACT and a definition or rule in the INTERPRETATION ACT relating to a term used in these Articles, the definition in the BUSINESS CORPORATIONS ACT will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the BUSINESS CORPORATIONS ACT, the BUSINESS CORPORATIONS ACT will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 AUTHORIZED SHARE STRUCTURE

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 FORM OF SHARE CERTIFICATE

Each share certificate issued by the Company must comply with, and be signed as required by, the BUSINESS CORPORATIONS ACT.

2.3 SHAREHOLDER ENTITLED TO CERTIFICATE OR ACKNOWLEDGMENT

Each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 DELIVERY BY MAIL

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 REPLACEMENT OF WORN OUT OR DEFACED CERTIFICATE OR ACKNOWLEDGEMENT

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share

certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

(1) order the share certificate or acknowledgment, as the case may be, to be cancelled; and

(2) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 REPLACEMENT OF LOST, STOLEN OR DESTROYED CERTIFICATE OR ACKNOWLEDGMENT

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

(1) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and

(2) any indemnity the directors consider adequate.

2.7 SPLITTING SHARE CERTIFICATES

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 CERTIFICATE FEE

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the BUSINESS CORPORATIONS ACT, determined by the directors.

2.9 RECOGNITION OF TRUSTS

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 DIRECTORS AUTHORIZED

Subject to the BUSINESS CORPORATIONS ACT and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 COMMISSIONS AND DISCOUNTS

The Company may at any time, pay a reasonable commission or finder's fee or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person for procuring or agreeing to procure purchasers for shares of the Company.

3.3 BROKERAGE

The Company may pay such brokerage fee, commission or finder's fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 CONDITIONS OF ISSUE

Except as provided for by the BUSINESS CORPORATIONS ACT, no share may be issued until it is fully paid. A share is fully paid when:

(1) consideration is provided to the Company for the issue of the share by one or more of the following:

(a) past services performed for the Company;

(b) property;

(c) money; and

(2) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 SHARE PURCHASE WARRANTS AND RIGHTS

Subject to the BUSINESS CORPORATIONS ACT, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 CENTRAL SECURITIES REGISTER

As required by and subject to the BUSINESS CORPORATIONS ACT, the Company must maintain in British Columbia a central securities register. The directors may, subject to the BUSINESS CORPORATIONS ACT, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 CLOSING REGISTER

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 REGISTERING TRANSFERS

Unless waived by the board generally or in a specific circumstance, a transfer of a share of the Company must not be registered unless:

(1) a duly signed instrument of transfer in respect of the share has been received by the Company;

(2) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

(3) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment has been surrendered to the Company.

5.2 FORM OF INSTRUMENT OF TRANSFER

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 TRANSFEROR REMAINS SHAREHOLDER

Except to the extent that the BUSINESS CORPORATIONS ACT otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 SIGNING OF INSTRUMENT OF TRANSFER

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

(1) in the name of the person named as transferee in that instrument of transfer; or

(2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 ENQUIRY AS TO TITLE NOT REQUIRED

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 TRANSFER FEE

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 LEGAL PERSONAL REPRESENTATIVE RECOGNIZED ON DEATH

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 RIGHTS OF LEGAL PERSONAL REPRESENTATIVE

The legal personal representative has the same rights, privileges and

obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the BUSINESS CORPORATIONS ACT and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 COMPANY AUTHORIZED TO PURCHASE SHARES

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the BUSINESS CORPORATIONS ACT, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 PURCHASE WHEN INSOLVENT

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(1) the Company is insolvent; or

(2) making the payment or providing the consideration would render the Company insolvent.

7.3 SALE AND VOTING OF PURCHASED SHARES

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(1) is not entitled to vote the share at a meeting of its shareholders;

(2) must not pay a dividend in respect of the share; and

(3) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

(1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

(3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1 ALTERATION OF AUTHORIZED SHARE STRUCTURE

Subject to Article 9.2 and the BUSINESS CORPORATIONS ACT, the Company may by special resolution:

(1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(3) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(4) if the Company is authorized to issue shares of a class of shares with par value:

(a) decrease the par value of those shares; or

(b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(6) alter the identifying name of any of its shares; or

(7) otherwise alter its shares or authorized share structure when required or permitted to do so by the BUSINESS CORPORATIONS ACT.

9.2 SPECIAL RIGHTS AND RESTRICTIONS

Subject to the BUSINESS CORPORATIONS ACT, the Company may by special resolution:

(1) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(2) vary or delete any special rights or restrictions attached to the shares

of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 CHANGE OF NAME

The Company may, by a directors' resolution or an ordinary resolution, authorize an alteration to its Notice of Articles in order to change its name or to adopt or change a translation of its name.

9.4 OTHER ALTERATIONS

If the BUSINESS CORPORATIONS ACT does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 ANNUAL GENERAL MEETINGS

Unless an annual general meeting is deferred or waived in accordance with the BUSINESS CORPORATIONS ACT, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 RESOLUTION INSTEAD OF ANNUAL GENERAL MEETING

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the BUSINESS CORPORATIONS ACT to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 CALLING OF MEETINGS OF SHAREHOLDERS

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 NOTICE FOR MEETINGS OF SHAREHOLDERS

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the

meeting:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

10.5 RECORD DATE FOR NOTICE

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the BUSINESS CORPORATIONS ACT, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 RECORD DATE FOR VOTING

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the BUSINESS CORPORATIONS ACT, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 FAILURE TO GIVE NOTICE AND WAIVER OF NOTICE

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 NOTICE OF SPECIAL BUSINESS AT MEETINGS OF SHAREHOLDERS

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(1) state the general nature of the special business; and

(2) if the special business includes considering, approving, ratifying,

adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

(b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 SPECIAL BUSINESS

At a meeting of shareholders, the following business is special business:

(1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(2) at an annual general meeting, all business is special business except for the following:

(a) business relating to the conduct of or voting at the meeting;

(b) consideration of any financial statements of the Company presented to the meeting;

(c) consideration of any reports of the directors or auditor;

(d) the setting or changing of the number of directors;

(e) the election or appointment of directors;

(f) the appointment of an auditor;

(g) the setting of the remuneration of an auditor;

(h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(i) consideration and/or approval of acts, contracts, proceedings, appointments and payments of money made by the directors since the last annual reference date;

(j) any other business which, under these Articles or the BUSINESS CORPORATIONS ACT, may be transacted at a meeting of shareholders without prior notice of the business being given to the

shareholders.

11.2 SPECIAL MAJORITY

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 QUORUM

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

11.4 ONE SHAREHOLDER MAY CONSTITUTE QUORUM

If there is only one shareholder entitled to vote at a meeting of shareholders:

(1) the quorum is one person who is, or who represents by proxy, that shareholder, and

(2) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 OTHER PERSONS MAY ATTEND

The directors, the chief executive officer (if any), the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 REQUIREMENT OF QUORUM

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 LACK OF QUORUM

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 LACK OF QUORUM AT SUCCEEDING MEETING

If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 CHAIR

The following individual is entitled to preside as chair at a meeting of shareholders:

(1) the chair of the board, if any; or

(2) if the chair of the board is absent or unwilling to act as chair of the meeting, the chief executive officer, if any, and if the chief executive officer is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 SELECTION OF ALTERNATE CHAIR

If, at any meeting of shareholders, there is no chair of the board, chief executive officer or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board, chief executive officer and the president are unwilling to act as chair of the meeting, or if the chair of the board, chief executive officer and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 ADJOURNMENTS

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 NOTICE OF ADJOURNED MEETING

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 DECISIONS BY SHOW OF HANDS OR POLL

Subject to the BUSINESS CORPORATIONS ACT, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 DECLARATION OF RESULT

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 MOTION NEED NOT BE SECONDED

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 CASTING VOTE

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 MANNER OF TAKING POLL

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

(1) the poll must be taken:

(a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(b) in the manner, at the time and at the place that the chair of the meeting directs;

(2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(3) the demand for the poll may be withdrawn by the person who demanded it.

11.18 DEMAND FOR POLL ON ADJOURNMENT

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 CHAIR MUST RESOLVE DISPUTE

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 CASTING OF VOTES

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 DEMAND FOR POLL

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 DEMAND FOR POLL NOT TO PREVENT CONTINUANCE OF MEETING

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 RETENTION OF BALLOTS AND PROXIES

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 NUMBER OF VOTES BY SHAREHOLDER OR BY SHARES

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 VOTES OF PERSONS IN REPRESENTATIVE CAPACITY

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 VOTES BY JOINT HOLDERS

If there are joint shareholders registered in respect of any share:

(1) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(2) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 LEGAL PERSONAL REPRESENTATIVES AS JOINT SHAREHOLDERS

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 REPRESENTATIVE OF A CORPORATE SHAREHOLDER

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(1) for that purpose, the instrument appointing a representative must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(b) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

(2) if a representative is appointed under this Article 12.5:

(a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without

limitation, the right to appoint a proxy holder; and

(b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 PROXY PROVISIONS DO NOT APPLY TO ALL COMPANIES

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 APPOINTMENT OF PROXY HOLDERS

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 ALTERNATE PROXY HOLDERS

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 QUALIFICATIONS OF PROXY HOLDERS

Any person, having attained the age of majority, may act as proxy holder whether or not he is entitled on his own behalf to be present and to vote at the meeting at which he acts as proxy holder. The proxy may authorize the person so appointed to act as proxy holder for the appointor for the period, at any meeting or meetings, and to the extent permitted by the BUSINESS CORPORATIONS ACT.

12.10 DEPOSIT OF PROXY

A proxy for a meeting of shareholders must:

(1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(2) unless the notice provides otherwise, be provided, at the meeting, to

the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 VALIDITY OF PROXY VOTE

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(2) by the chair of the meeting, before the vote is taken.

12.12 FORM OF PROXY

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[NAME OF COMPANY]
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [NAME] or, failing that person, [NAME], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [MONTH, DAY, YEAR] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy if given in respect of all shares registered in the name of the shareholder): _____

Signed [MONTH, DAY, YEAR]

_____
[SIGNATURE OF SHAREHOLDER]

_____
[NAME OF SHAREHOLDER--PRINTED]

12.13 REVOCATION OF PROXY

Subject to Article 12.14, every proxy may be revoked by an instrument in writing

that is:

(1) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(2) provided, at the meeting, to the chair of the meeting.

12.14 REVOCATION OF PROXY MUST BE SIGNED

An instrument referred to in Article 12.13 must be signed as follows:

(1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;

(2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 PRODUCTION OF EVIDENCE OF AUTHORITY TO VOTE

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 FIRST DIRECTORS; NUMBER OF DIRECTORS

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the BUSINESS CORPORATIONS ACT. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(1) subject to paragraphs (2) and (3), the number of directors that is equal to the number of the Company's first directors;

(2) if the Company is a public company, the greater of at least three and the most recently set of:

(a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(b) the number of directors set under Article 14.4;

(3) if the Company is not a public company, the most recently set of:

(a) the number of directors set by ordinary resolution (whether or not

previous notice of the resolution was given); and

(b) the number of directors set under Article 14.4.

13.2 CHANGE IN NUMBER OF DIRECTORS

If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

(1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 DIRECTORS' ACTS VALID DESPITE VACANCY

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 QUALIFICATIONS OF DIRECTORS

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the BUSINESS CORPORATIONS ACT to become, act or continue to act as a director.

13.3 REMUNERATION OF DIRECTORS

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.4 REIMBURSEMENT OF EXPENSES OF DIRECTORS

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.5 SPECIAL REMUNERATION FOR DIRECTORS

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may

be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.6 GRATUITY, PENSION OR ALLOWANCE ON RETIREMENT OF DIRECTOR

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 ELECTION AT ANNUAL GENERAL MEETING

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

14.2 CONSENT TO BE A DIRECTOR

No election, appointment or designation of an individual as a director is valid unless:

(1) that individual consents to be a director in the manner provided for in the BUSINESS CORPORATIONS ACT;

(2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(3) with respect to first directors, the designation is otherwise valid under the BUSINESS CORPORATIONS ACT.

14.3 FAILURE TO ELECT OR APPOINT DIRECTORS

If:

(1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or

before the date by which the annual general meeting is required to be held under the BUSINESS CORPORATIONS ACT; or

(2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(3) the date on which his or her successor is elected or appointed; and

(4) the date on which he or she otherwise ceases to hold office under the BUSINESS CORPORATIONS ACT or these Articles.

14.4 PLACES OF RETIRING DIRECTORS NOT FILLED

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 DIRECTORS MAY FILL CASUAL VACANCIES

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 REMAINING DIRECTORS POWER TO ACT

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the BUSINESS CORPORATIONS ACT, for any other purpose.

14.7 SHAREHOLDERS MAY FILL VACANCIES

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 ADDITIONAL DIRECTORS

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

(1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.9 CEASING TO BE A DIRECTOR

A director ceases to be a director when:

(1) the term of office of the director expires;

(2) the director dies;

(3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(4) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 REMOVAL OF DIRECTOR BY SHAREHOLDERS

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 REMOVAL OF DIRECTOR BY DIRECTORS

The Company may, by directors' resolution, remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1 APPOINTMENT OF ALTERNATE DIRECTOR

Any director (an "appointor") may by notice in writing received by the Company appoint any person (an "appointee") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 NOTICE OF MEETINGS

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 ALTERNATE FOR MORE THAN ONE DIRECTOR ATTENDING MEETINGS

A person may be appointed as an alternate director by more than one director, and an alternate director:

(1) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

(2) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

(3) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;

(4) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 CONSENT RESOLUTIONS

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 ALTERNATE DIRECTOR NOT AN AGENT

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 REVOCATION OF APPOINTMENT OF ALTERNATE DIRECTOR

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 CEASING TO BE AN ALTERNATE DIRECTOR

The appointment of an alternate director ceases when:

(1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;

(2) the alternate director dies;

(3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

(4) the alternate director ceases to be qualified to act as a director; or

(5) his or her appointor revokes the appointment of the alternate director.

15.8 REMUNERATION AND EXPENSES OF ALTERNATE DIRECTOR

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 POWERS OF MANAGEMENT

The directors must, subject to the BUSINESS CORPORATIONS ACT and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the BUSINESS CORPORATIONS ACT or by these Articles, required to be exercised by the shareholders of the Company.

16.2 APPOINTMENT OF ATTORNEY OF COMPANY

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any

such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 OBLIGATION TO ACCOUNT FOR PROFITS

A director or senior officer who holds a disclosable interest (as that term is used in the BUSINESS CORPORATIONS ACT) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the BUSINESS CORPORATIONS ACT.

17.2 RESTRICTIONS ON VOTING BY REASON OF INTEREST

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 INTERESTED DIRECTOR COUNTED IN QUORUM

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 DISCLOSURE OF CONFLICT OF INTEREST OR PROPERTY

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the BUSINESS CORPORATIONS ACT.

17.5 DIRECTOR HOLDING OTHER OFFICE IN THE COMPANY

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 NO DISQUALIFICATION

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 PROFESSIONAL SERVICES BY DIRECTOR OR OFFICER

Subject to the BUSINESS CORPORATIONS ACT, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 DIRECTOR OR OFFICER IN OTHER CORPORATIONS

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the BUSINESS CORPORATIONS ACT, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 MEETINGS OF DIRECTORS

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at such place, at such time and on such notice, if any, as the directors may from time to time determine.

18.2 VOTING AT MEETINGS

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 CHAIR OF MEETINGS

The following individual is entitled to preside as chair at a meeting of directors:

(1) the chair of the board, if any;

(2) in the absence of the chair of the board, the chief executive officer, if any, if the chief executive officer is a director, and in the absence of a chief executive officer, the president, if any, if the president is a director; or

(3) any other director chosen by the directors if:

(a) neither the chair of the board nor the chief executive officer, if a director, nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

(b) neither the chair of the board nor the chief executive officer, if a director, nor the president, if a director, is willing to chair the meeting; or

(c) the chair of the board and the chief executive officer, if a director, and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 MEETINGS BY TELEPHONE OR OTHER COMMUNICATIONS MEDIUM

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other

communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the BUSINESS CORPORATIONS ACT and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 CALLING OF MEETINGS

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 NOTICE OF MEETINGS

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 WHEN NOTICE NOT REQUIRED

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(2) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 MEETING VALID DESPITE FAILURE TO GIVE NOTICE

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 WAIVER OF NOTICE OF MEETINGS

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

18.10 QUORUM

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 VALIDITY OF ACTS WHERE APPOINTMENT DEFECTIVE

Subject to the BUSINESS CORPORATIONS ACT, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 CONSENT RESOLUTIONS IN WRITING

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to

constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the BUSINESS CORPORATIONS ACT and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 APPOINTMENT AND POWERS OF EXECUTIVE COMMITTEE

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(1) the power to fill vacancies in the board of directors;

(2) the power to remove a director;

(3) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 APPOINTMENT AND POWERS OF OTHER COMMITTEES

The directors may, by resolution:

(1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) the power to appoint or remove officers appointed by the directors; and

(3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors'

resolution.

19.3 OBLIGATIONS OF COMMITTEES

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

(1) conform to any rules that may from time to time be imposed on it by the directors; and

(2) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 POWERS OF BOARD

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

(1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(2) terminate the appointment of, or change the membership of, the committee; and

(3) fill vacancies in the committee.

19.5 COMMITTEE MEETINGS

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

(1) the committee may meet and adjourn as it thinks proper;

(2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(3) a majority of the members of the committee constitutes a quorum of the committee; and

(4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 DIRECTORS MAY APPOINT OFFICERS

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 FUNCTIONS, DUTIES AND POWERS OF OFFICERS

The directors may, for each officer:

(1) determine the functions and duties of the officer;

(2) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 QUALIFICATIONS

No officer may be appointed unless that officer is qualified in accordance with the BUSINESS CORPORATIONS ACT. One person may hold more than one position as an officer of the Company. Any officer need not be a director.

20.4 REMUNERATION AND TERMS OF APPOINTMENT

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 DEFINITIONS

In this Article 21:

(1) "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(2) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:

(a) is or may be joined as a party; or

(b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(3) "expenses" has the meaning set out in the BUSINESS CORPORATIONS ACT.

21.2 MANDATORY INDEMNIFICATION OF DIRECTORS AND FORMER DIRECTORS

Subject to the BUSINESS CORPORATIONS ACT, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 INDEMNIFICATION OF OTHER PERSONS

Subject to any restrictions in the BUSINESS CORPORATIONS ACT, the Company may indemnify any person.

21.4 NON-COMPLIANCE WITH BUSINESS CORPORATIONS ACT

The failure of a director, alternate director or officer of the Company to comply with the BUSINESS CORPORATIONS ACT or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 COMPANY MAY PURCHASE INSURANCE

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(1) is or was a director, alternate director, officer, employee or agent of the Company;

(2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent

position.

22. DIVIDENDS

22.1 PAYMENT OF DIVIDENDS SUBJECT TO SPECIAL RIGHTS

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 DECLARATION OF DIVIDENDS

Subject to the BUSINESS CORPORATIONS ACT, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3 NO NOTICE REQUIRED

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 RECORD DATE

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 MANNER OF PAYING DIVIDEND

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 SETTLEMENT OF DIFFICULTIES

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(1) set the value for distribution of specific assets;

(2) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(3) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 WHEN DIVIDEND PAYABLE

Any dividend may be made payable on such date as is fixed by the directors.

22.8 DIVIDENDS TO BE PAID IN ACCORDANCE WITH NUMBER OF SHARES

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 RECEIPT BY JOINT SHAREHOLDERS

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 DIVIDEND BEARS NO INTEREST

No dividend bears interest against the Company.

22.11 FRACTIONAL DIVIDENDS

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 PAYMENT OF DIVIDENDS

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 CAPITALIZATION OF SURPLUS

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. DOCUMENTS, RECORDS AND REPORTS

23.1 RECORDING OF FINANCIAL AFFAIRS

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the BUSINESS CORPORATIONS ACT.

23.2 INSPECTION OF ACCOUNTING RECORDS

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 METHOD OF GIVING NOTICE

Unless the BUSINESS CORPORATIONS ACT or these Articles provides otherwise, a notice, statement, report or other record (collectively a "record") required or permitted by the BUSINESS CORPORATIONS ACT or these Articles to be sent by or to a person may be sent by any one of the following methods:

(1) mail addressed to the person at the applicable address for that person as follows:

(a) for a record mailed to a shareholder, the shareholder's registered address;

(b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

(c) in any other case, the mailing address of the intended recipient;

(2) delivery at the applicable address for that person as follows, addressed to the person:

(a) for a record delivered to a shareholder, the shareholder's registered address;

(b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

(c) in any other case, the delivery address of the intended recipient;

(3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(4) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(5) physical delivery to the intended recipient.

24.2 DEEMED RECEIPT OF MAILING

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

24.3 CERTIFICATE OF SENDING

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 NOTICE TO JOINT SHAREHOLDERS

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 NOTICE TO TRUSTEES

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(1) mailing the record, addressed to them:

(a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 WHO MAY ATTEST SEAL

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(1) any two directors;

(2) any officer, together with any director;

(3) if the Company only has one director, that director; or

(4) any one or more directors or officers or persons as may be determined by the directors.

25.2 SEALING COPIES

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 MECHANICAL REPRODUCTION OF SEAL

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the BUSINESS CORPORATIONS ACT or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

EXHIBIT 4.1

TLC VENTURES CORP.
700 - 900 West Hastings Street
Vancouver, BC V6C 1E5

February 13, 2004

BY ELECTRONIC MAIL

Rubicon Minerals Corporation
888 - 1100 Melville Street
Vancouver, BC
V6E 4A6

ATTENTION: DAVID ADAMSON, PRESIDENT AND CEO
MIKE GRAY, VICE PRESIDENT, EXPLORATION

Dear Sirs:

POINT LEAMINGTON MINING LEASE IN NEWFOUNDLAND

We are writing to set forth the terms and conditions of the agreement among TLC Ventures Corp. (the "Company") and Rubicon Minerals Corporation ("Rubicon") in respect of the Point Leamington property in Newfoundland (the "Property") which is more particularly described on Schedule "A". For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we agree as follows:

1. Rubicon grants to the Company the exclusive and irrevocable option to acquire an undivided 100% interest in the Property, free and clear of all liens, charges, encumbrances, claims or rights of others by:

(a) the Company paying to Rubicon a total of $250,000 (the "Cash Consideration") as follows:

(i) subject to the TSX Venture Exchange (the "Exchange") providing the Company with written notice of its acceptance of this Agreement (the "Acceptance Date"), $125,000 on the Acceptance Date;

(ii) a further $50,000 on or before the first anniversary of the Acceptance Date; and

(iii) a further $75,000 on or before the second anniversary of the Acceptance Date;

(b) subject to the Exchange providing the Company with written notice of its acceptance of this Agreement, the Company will issue Rubicon a total of 300,000 fully paid and non-.. assessable common shares (the "Shares) without par value in the capital of the Company (the "Share Consideration") as follows:

(i) 150,000 Shares will be issued on the Acceptance Date;

(ii) a further 75,000 Shares will be issued on or before the first anniversary of the Acceptance Date; and

(iii) a further 75,000 Shares will be issued on or before the second anniversary 0 f the Acceptance Date.

At the sole election of the Company, the Cash Consideration and Share Consideration schedules as outlined in (a) and (b) above may be accelerated with the outlined tranches paid in advance. In this event, and in any event, once the Company has paid Rubicon $250,000 and 300,000 Shares, the Company will have fully paid for the undivided 100% interest in the Property.

2. In the event that the Company is unable to fulfill any of the requirements set out in paragraph 1 above within the time limits specified therein due to an act (the "Event) beyond its reasonable control (Force Majeure only), all time limits imposed by this Agreement will be extended by a period of time equal to the period of delay resulting from such Event to a maximum of 120 days.

3. Rubicon reserves unto itself the Right of First Refusal on the purchase of Noranda's 1.5% net smelter returns royalty (the "NSR") in respect of the Property (Schedule B) and the option to purchase the additional 0.5% NSR held by MFC Bancorp (Schedule C).

4. Except for firm commitments outlined above, this Agreement provides the Company with an option only and all payments of Cash Consideration, issuances of Share Consideration and any other cash payments are optional to the Company in its sole discretion and nothing in this Agreement obligates the Company to make any payments of Cash Consideration, issue any of the Shares as Share Consideration or make any other cash payments. If the Company does not make any payments of the Cash Consideration or issue any of the Share Consideration set forth in paragraph 1 when due (as such time limits may be

extended under the term of this Agreement), then the sole result will be that the Company will forfeit all of its rights under this Agreement.

5. If, prior to the Company paying to Rubicon $250,000 and 300,000 Shares, the Company sells a 100% interest in the Property to an arms-length third party then Rubicon shall receive 50% of the gross sale proceeds of such sale less the total Cash Consideration and Share Consideration paid to Rubicon pursuant to this Agreement prior to the date of sale. The cash equivalent value of the Share Consideration shall be deemed to be the number of Shares issued to Rubicon under this Agreement prior to the date of sale multiplied by the dollar value per Share calculated as the average of the closing price of the Shares on the TSX Venture Exchange or its primary trading market for the 10 trading days prior to the announcement of the sale of the Property.

6. There shall be a 1.5km mutual area of interest from the border of the Property (the "AOI") with respect to unstaked and staked claims. For greater certainty, should the Company or Rubicon currently hold an interest in staked claims or mining leases within the AOI, or, should the Company or Rubicon acquire by staking or by application additional claims or mining leases within the AOI, these new properties will form part of this Agreement and be subject to the terms and conditions as set out in this Agreement.

7. Upon the payment of $125,000 and the issuance of 150,000 Shares, Rubicon will deliver to the Company transfer documents in recordable form sufficient to transfer to the Company an undivided 100% interest in the Property free and clear of all liens, charges, encumbrances, claims or rights of others except for the NSR provided for in paragraph 3 and the Company is entitled to record such transfer documents in the appropriate office in the jurisdiction in which the Property is located but will hold such interest in the Property pursuant to the terms of this Agreement.

8. The Company will have possession of the Property and be the operator. Provided it has paid to the Cash Consideration and the Share Consideration for any period, the Company shall pay all costs associated with maintaining the Property in good standing including the mining lease payment of approximately $21,000.

9. Rubicon acknowledges that any Shares to be issued under this Agreement will be issued under exemptions from the registration and prospectus requirements of the Securities Act (British Columbia) (the "Act") and accordingly, the resale of

such Shares will be subject to restrictions imposed by the Act and the share certificates representing the Shares to be issued under this Agreement may bear a legend in respect of such resale restrictions.

10. Whenever Rubicon proposes to sell any or all of the Shares received as Share Consideration to a third party, other than an affiliate, whether through the facilities of the TSX Venture Exchange or via private sale, Rubicon shall first offer to the Company the right to purchase such Shares on the terms and conditions set out in a written notice delivered to the Company. The Company or its nominee will have 10 days from the receipt of the written notice to exercise its right to purchase the Shares. If the Company or its nominee does not purchase the Shares, Rubicon may sell the Shares to a third party on the same terms and conditions as were set out in the written notice.

11. Rubicon represents and warrants to the Company that:

(a) Rubicon is the beneficial and recorded owner of an undivided 100% right, title and interest in and to the Property, free and clear of any liens, charges, encumbrances or surface rights restrictions whatsoever;

(b) Rubicon has the full right, power and authority to enter into this Agreement and carry out all the terms hereof, and the entering into of this Agreement does not conflict with any agreement or other commitment to which Rubicon is a party;

(c) there are no outstanding agreements or options to acquire any interest in the Property or any part thereof of any interest therein other than the NSR referred to in paragraph 3;

(d) all of the claims comprising the Property are valid and properly located and staked and recorded under the laws of Newfoundland;

(e) all of the claims comprising the Property are subsisting and assignable and in good standing pursuant to all applicable laws and all taxes, charges and assessments with respect thereto have been paid in full as of the date hereof;

(f) Rubicon has not caused, permitted or allowed any contaminants, pollutants, wastes or toxic substances (collectively, the "Hazardous Substances") to be released, placed, escaped, leached or disposed of on, into, under or through the Property or nearby areas and no Hazardous Substances or underground storage

tanks are contained, harboured or otherwise present in or upon the Property or nearby areas;

(g) there are no actions, suits, investigations or proceedings before any court, arbitrator, administrative agency or other tribunal or governmental authority, whether current, pending or threatened, which directly or indirectly relate to or affect the Property nor is Rubicon aware of any facts which would suggest that the same might be initiated or threatened;

(h) the execution of this Agreement and the performance of its terms have been duly authorized by all necessary actions;

(i) there are no additional fees, annual assessment commitments or site work required to maintain the Property in good standing other than the annual mining lease payment totalling approximately $21,000;

(j) there are no `Rights of First Refusal" with respect to Rubicon selling its ownership interest in the Property;

(k) Rubicon does not own or control an interest in any claims or mining leases located within the AOI; and

(1) on or before the Acceptance Date, Rubicon will deliver to the Company all reports, drill logs, assay information, metallurgical data and digital files it has in its possession with respect to the Property.

12. The Company represents and warrants to Rubicon that:

(a) the Company is a valid and subsisting corporation incorporated and in good standing under the laws of the Province of British Columbia;

(b) the Company is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where required under the laws of that jurisdiction;

(c) the Company has conducted and is conducting its business in material compliance with all applicable laws, rules and regulations and all other requirements of any governmental or regulatory bodies applicable to the Company or its assets;

(d) the Company is not a party to any actions, suits, proceedings or inquiries, at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality which could materially affect its business, operations or financial condition, and to its knowledge no such actions, suits or proceedings are contemplated or have been threatened;

(e) the Company has all requisite power and authority to carry out its obligations under this Agreement;

(f) the execution and delivery of this Agreement, the performance by the Company of its obligations hereunder, the consummation of the transactions contemplated in this Agreement and the allotment and issuance of the Share Consideration does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, (whether after notice or lapse of time or both):

(i) the constating documents of the Company,

(ii) any statute, rule or regulation applicable to the Company,

(iii) any judgement, decree or order binding on the Company or any interests or assets of the Company, or

(iv) any agreement, document or instrument to which the Company is a party or by which its interests or assets are affected;

(g) the Company will reserve or set aside sufficient shares in its treasury to issue the Share Consideration and upon their issuance the Share Consideration will be duly and validly allotted and issued as fully paid and non-assessable. The Share Consideration will be subject to a minimum 4 month hold period from date of issuance or such additional restrictions as dictated by the TSX Venture Exchange;

(h) the authorized capital of the Issuer consists of 25,000,000 common shares, of which 13,709,000 common shares are duly and validly issued as fully-paid and non-assessable;

(i) there are no securities convertible or exchangeable into common shares of the Company, nor does any person have or hold any agreement (other than this Agreement), right, warrant, option, privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, warrant, option or right for the purchase of any unissued shares in the capital of the Company except for incentive stock options to purchase a total of 1,055,000 common shares at an exercise price of$0.25 per share;

(j) the Company is a "reporting issuer" in the jurisdictions of British Columbia and Alberta and is not in default of any requirements of the Securities Act (British Columbia) and the Securities Act (Alberta) (collectively the "Acts") or of any of the by-laws, rules or policies of the Exchange;

(k) at the Closing, every consent, approval, authorization, order or agreement from or with the Exchange that is required for the transactions herein contemplated to occur at Closing to be valid will have been obtained and will be in effect;

(1) the Company will use its best efforts to:

(i) maintain its status as a reporting issuer under the Acts,

(ii) comply with the requirements of and not be in default under the provisions of the Acts and the rules and policies of the Exchange and maintain the listing of the Shares on the Exchange;

(o) it is the Company's responsibility to ensure any related party costs including, without limitation, third party reports, if required, are at the sole cost of the Company. Any costs required for third party waivers or assignments of the Agreement or the NSR's will be at the Company's cost; and

(p) the Company does not currently own or control an interest in any claims or mining leases within the AOI.

13. This Agreement may be terminated by the Company at any time by 30 days notice in writing to Rubicon. If the Company elects to terminate this Agreement, the Company will transfer the Property back to Rubicon in good standing and will deliver to Rubicon all reports obtained or prepared for or by the Company in respect of the Property. Failure to make payments and failure to remedy default within 60 days as notified in

writing from Rubicon will cause the Property to irrevocably be transferred back to Rubicon.

14. This Agreement is subject to:

(a) the acceptance of the Exchange; and

(b) the approval of the Board of Directors of the Company.

15. The issuance of the Shares described in paragraph 1(b) are subject to such issuances being in compliance with all applicable laws and rules and policies of applicable regulatory bodies.

16. This Agreement will constitute a binding agreement among the parties.

17. This Agreement may be executed in as many counterparts as may be necessary and by facsimile, each of such counterparts so executed wi1l be deemed to be an original and such counterparts together will constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear the date as of the day and year first above written.

18. This Agreement will be interpreted in accordance with the laws of the Province of British Columbia and will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

If the foregoing is acceptable to you, please indicate your agreement by signing and returning this letter.

Yours very truly,

TLC Ventures Corp.

By: /s/

Ed Farrauto, President

The foregoing is accepted and agreed to this 6th day of February 2004 by Rubicon Minerals Corporation:

- ---
Authorized Signatory

SCHEDULE" A"

POINT LEAMINGTON MINING LEASE DETAILS

PROPERTY NAME	MINING DIVISION	MINING LEASE
Point Leamington	Green Bay, NF	136 (2655)

SCHEDULE "B"

NORANDA'S NSR

[Letterhead of Rubicon Minerals Corporation]

VIA FACSIMILE

May 14, 1999

NORANDA INC.
2800 Park Place
666 Burrard Street
Vancouver, BC V6C 227

Dear Sirs:

RE: POINT LEAMINGTON PROPERTY, NEWFOUNDLAND

Further to the letter agreement dated August 26, 1998 between Rubicon Minerals Corporation ("Rubicon") and Noranda Mining and Exploration Inc. (the "Optionor"), this letter will serve to confirm and document our formal agreement (the "Agreement") with respect to the mineral interests described in Schedule "A" attached hereto. The mineral interests described therein are hereinafter referred to as the "Property".

The terms of our Agreement are as follows:

1. The Optionor represents and warrants to Rubicon that:

(a) the Optionor has the sole and exclusive right to a 75% undivided right, title and interest in the Property and, without limiting the generality of the foregoing,

(i) pursuant to an agreement (the "Nalco Agreement") made as of March 1, 1975 and entered into on April 18, 1977 between Newfoundland and Labrador Corporation Limited ("Nalco") and the Optionor, the Optionor acquired a 75% undivided ownership interest in the Jointly Owned Assets (as such term was defined in the Nalco Agreement);

(ii) pursuant to a letter agreement dated November 25, 1988 between Nalco and the Optionor, the Optionor

consented to the transfer of a portion of Nalco's interest in the property described in Schedule "A" to the Nalco Agreement (the "Point Leamington Property") to two companies in which Nalcap Holdings Inc. either directly or indirectly owned significant shareholdings; and

(iii) pursuant to an amendment agreement (the "Amendment Agreement") dated June 27, 1989 between Nalco, the Optionor, Vincent Resources Ltd. ("Vincent") and Dominion Jubilee Corporation Limited ("Jubilee"), the Optionor consented to an assignment of a partial interest in the Point Leamington Property and the Frozen Ocean Property (as such ____ was defined in the Amendment Agreement) by Nalco to each of Vincent and Jubilee;

(iv) pursuant to the Declaration of Trust dated August 21, 1990, the Optionor agreed to hold all mining leases

or licences acquired with respect to the Property in trust for Nalco to the extent of Nalco' s interest therein as determined pursuant to the Nalco Agreement and the Amendment Agreement;

(b) the Property is properly and accurately described in Schedule "A" attached hereto;

(c) the mining lease comprising the Property (the "Mining Lease") has been properly registered by the mineral claims recorder under the Mineral Act (Newfoundland) (the "Mineral Act");

(d) the Optionor has the right to carry on business in the Province of Newfoundland and Labrador and has the full right and authority to enter into this Agreement;

(e) except for the agreement (the "MFC Agreement") dated as of September 2, 1998 between Rubicon and MFC Merchant Bank S.A. ("MFC ") and the agreement between Rubicon and LA Telco International Inc. ("LA Telco ") with respect to the remaining 25% interest in the Property, to the best of the knowledge of the Optionor, there are no adverse interests or other agreements affecting the Optionor's 75% undivided right, title and interest in the Property, including, but not limited to, with respect to the payment of any royalties or other payments in the nature of rent or royalties relating to the Property or production therefrom, and no consents are required from MFC, LA Telco or any other third party in order for the Optionor to enter into this Agreement;

(f) as of the date hereof,

(i) the Mining Lease is in good standing;

(ii) all terms, conditions and obligations contained in the Mining Lease to be discharged, satisfied or met to the date hereof, have been discharged, satisfied or met by the Optionor or its predecessors in title, or, to the best of the knowledge of each of the Optionor, MFC, LATelco or its predecessors in title;

(iii) the Mining Lease has not been amended or modified;

(iv) the current expiry date of the Mining Lease is August 29, 2015; and

(v) the Optionor has made, and the Newfoundland Government has received and issued a receipt for, the Mining Lease payment of $21,032.80 to the Newfoundland Government which was due on August 31, 1998 in order to keep the Property in good standing.

(g) to the best of the knowledge of the Optionor, except as described herein, the Property is free and clear of all liens, charges and encumbrances, recorded or unrecorded;

(h) to the best of the knowledge of the Optionor, there are no outstanding or pending actions, suits or claims affecting all or any part of the Property; and

(i) the Optionor is not a non-resident within the meaning of Section 116 of the Income Tax Act (Canada).

The Optionor acknowledges and agrees that Rubicon is entering into this Agreement relying upon the representations and warranties made to Rubicon herein and the correctness of each such representation and warranty is a condition upon which Rubicon is entering into this Agreement, each of which condition may be waived in whole or in part solely by Rubicon, and all such representations and warranties shall survive the execution and delivery of this Agreement and the transactions contemplated hereby and the Optionor shall save and hold Rubicon harmless from all loss, damage, costs, actions or suits arising out of or in connection with a breach of any representation or warranty contained herein.

2. Rubicon represents and warrants to (and, where applicable, covenants with) the Optionor that:

(a) Rubicon is a company duly incorporated and validly existing under the laws of British Columbia and has the corporate power and authority to own or lease its properties and to carry on the business now carried on by it;

(b) Rubicon has the full corporate power and authority to enter into this Agreement and to perform all of its obligations under this Agreement;

(c) the Rubicon Shares (as defined in subsection 4(b)) will be duly authorized and validly issued and outstanding as fully

paid and non-assessable shares in the capital of Rubicon as at the date of issuance thereof, free and clear of all encumbrances other than restrictions imposed by applicable securities laws and by the policies of the Vancouver Stock Exchange (the "VSE"); and

(d) the common shares of Rubicon are listed and posted for trading on the VSE, and following the issuance thereof as contemplated by this Agreement, the Rubicon Shares will form part of such class of common shares listed and posted for trading on the VSE.

Rubicon acknowledges and agrees that the Optionor is entering into this Agreement relying upon the representations and warranties made to the Optionor herein and the correctness of each such representation and warranty is a condition upon which the Optionor is entering into this Agreement, each of which condition may be waived in whole or in part solely by the Optionor, and all such representations and warranties shall survive the execution and delivery of this Agreement and the transactions contemplated hereby and Rubicon shall save and hold the Optionor harmless from all loss, damage, costs, actions or suits arising out of or in connection with a breach of any representation or warranty contained herein.

3. The Optionor hereby grants to Rubicon the exclusive right and option to earn the Optionor's 75% undivided right, title and interest in the Property in accordance with the provisions hereof.

4. To maintain the option granted hereunder in good standing and earn the Optionor's 75% undivided right, title and interest in the Property, Rubicon shall:

(a) make a one-time payment (the "Cash Payment") to the Optionor in the amount of $21,032.80 on or before August 31, 1998 (which Cash Payment was made on August 28, 1998, the receipt of which is hereby acknowledged by the Optionor), provided that if the Newfoundland Government does not issue a receipt for the Mining Lease payment referred to at subclause 1(f)(v), the Cash Payment shall be refundable to Rubicon forthwith; and

(b) provided the receipt referred to in subsection 4(a) hereof has been issued for the Mining Lease, issue a total of 100,000 common shares in the capital of Rubicon ("Rubicon Shares") to the Optionor in five tranches (subject to the approval of the VSE) in accordance with the following schedule:

(i) 12,500 Rubicon Shares on December 31, 1998 (which shares have been issued, receipt of which is hereby acknowledged by the Optionor;
(ii) 12,500 Rubicon Shares on August 31,1999;
(iii) 25,000 Rubicon Shares on August 31,2000;
(iv) 25,000 Rubicon Shares on August 31,2001 and
(v) 25,000 Rubicon Shares on August 31, 2002;

(c) provided that such payments may be accelerated at any time in the sole discretion of Rubicon. The Rubicon Shares will be

issued pursuant to the exemption set out in subsection 74(2)(18) of the Securities Act (British Columbia) (the "BCSA") and will be subject to the applicable trading restrictions contained in the BCSA, and the Rules and Regulations promulgated pursuant thereto.

5. Once Rubicon has earned the Optionor's 75% undivided right, title and interest in the Property in accordance with the foregoing subsections 4(a) and (b), the Optionor's only remaining rights under this Agreement will be to the Net Smelter Returns Royalty ("NSR") set out in Section 11, the Right of First Refusal set out in Section 16, and the indemnity set out in Section 17.

6. In the event that the authorized capital of Rubicon as constituted on the date hereof is consolidated into a lesser number of shares or subdivided into a greater number of shares, the number of Rubicon Shares required to be issued pursuant to subsection 4(b) hereof shall be correspondingly decreased, in the case of a consolidation, or increased, in the case of a subdivision, as applicable. In the event that Rubicon shall amalgamate or merge with any other company or companies whether by way of statutory amalgamation, sale of its assets and undertaking, or otherwise, prior to having issued all of the Rubicon Shares required to be issued pursuant to subsection 4(b), then in each such event, the number of Rubicon Shares resulting from such amalgamation or merger required to be issued to the Optionor pursuant to subsection 4(b) shall be such number of Rubicon Shares in Rubicon as would have been acquired by the Optionor pursuant to the amalgamation or merger had the shares been issued to the Optionor immediately prior to the date of such amalgamation or merger.

7. With the exception of dispositions of Rubicon Shares related to an issuer bid or a take-over bid (as such terms are defined in the Securities Act (Ontario) (the "OSA") for the Rubicon Shares, if the Optionor wishes to dispose of any of the Rubicon Shares which Rubicon has issued to the Optionor, the Optionor may only do so after providing not less than fifteen (15) days' prior written notice to Rubicon which notice shall contain, if applicable, the proposed sale price, whereupon Rubicon will have the right, during such fifteen (15) day period, to find a buyer for the Rubicon Shares proposed to be disposed of by the Optionor to be purchased by such buyer at prevailing market prices or at the proposed sale price, whichever is greater. If Rubicon identifies such a buyer, the Optionor will sell the relevant portion of the Rubicon Shares to the buyer located by Rubicon. If Rubicon fails to identify a buyer within such fifteen (15) day period, or if the buyer identified by Rubicon fails to complete this purchase of the relevant Rubicon Shares within five business days of the expiry of the. above-mentioned fifteen (15) day period, the Optionor shall thereafter be entitled to dispose of the relevant portion of the Rubicon Shares to such persons and on such terms as it may in its sole discretion determine.

8. If Rubicon fulfills the requirements (the "Option Requirements ") set forth in subsections 4(a) and (b), Rubicon shall have exercised the Option and shall have purchased the Optionor's undivided 75% undivided right, title and interest in the Property in accordance with the provisions hereof. On the date on which Rubicon shall have fulfilled the Option Requirements, the Optionor shall forthwith assign, transfer and set over to Rubicon all of its right, title and interest in and to the Property, including, without limitation, its rights in and to the Mining Lease and shall execute and deliver to Rubicon all such transfers, assignments, consents and other documents as are necessary to assign and transfer to Rubicon all of the right, title and interest of the Optionor in and to the Property.

9. On issuance of the first tranche of Rubicon Shares pursuant to subclause 4(b)(i) and provided that the Newfoundland Government has received and issued a receipt for the Mining Lease Payment referred to at subclause l(f)(v), the Optionor shall, if requested by Rubicon, execute and deliver transfers of the Property in registrable form to Rubicon, and Rubicon may record such transfers and hold the Property in trust for the parties during the currency of this Agreement provided that, in such event, "reverse" bills of sale (or other acceptable instruments of transfer) transferring the Property back to the Optionor will be delivered to a mutually acceptable escrow agent, such instruments of transfer to be released to the Optionor if the option is terminated. Each of the parties shall be entitled to record this Agreement as evidence of its beneficial interest in the Property from time to time during the currency of this Agreement, and each party agrees to execute and deliver all necessary documents to facilitate such recordings from time to time in order to comply with Section 6 of the Mineral Act.

10. This Agreement may be terminated at any time by Rubicon giving 60 days' notice to that effect to the Optionor in accordance with this Section 10, provided that prior to termination Rubicon will provide the Optionor with a report of Rubicon's activities related to the Property (including one set of copies of assay plans and diamond drill records) 30 days prior to the termination date. All additional share issuances

required to be made pursuant to subclause 4(b) hereof are optional at the sole discretion of Rubicon. If Rubicon fails to make each of the share issuances in accordance with the schedule described in subclause 4(b), the Optionor may at any time give thirty business days' notice of termination to Rubicon and, in such case unless such share issuance is made within such thirty day period, or if Rubicon gives notice of termination in accordance with this Section 10, this Agreement shall terminate and Rubicon shall return the Property free and clear of all liens and encumbrances which may have arisen and attached to the Property subsequent to the effective date of this Agreement as a result of the activities conducted hereunder by Rubicon and Rubicon shall ensure that the Property will be in good standing for a period of at least one year following the date of termination. The termination of this Agreement shall not relieve Rubicon of any obligation or liability

incurred up to the effective date of termination, provided that nothing in this Agreement shall commit Rubicon to incur any expenditures or make any share issuances, except for the Cash Payment described in subsection 4(a).

11. If there is any production from the Property such that any product is extracted nom ore mined from the Property, a 1.5% Net Smelter Returns Royalty ("NSR") will be payable from Rubicon to the Optionor in accordance with the provisions of Schedule "B" attached hereto. The Optionor acknowledges and agrees that, pursuant to the MFC Agreement and in . consideration for MFC's interest in the Property, a 0.5% NSR will be payable from Rubicon to MFC also in accordance with the provisions of Schedule "B".

12. The Optionor agrees that during the term of this Agreement, prior to Rubicon having earned its interest in the Property as contemplated by Section 4, Rubicon shall, subject to Section 14, have the exclusive right to conduct exploration and development work on the Property, including, without limitation, the full right to sample, examine, diamond drill, and develop or mine the Property in such manner as Rubicon in its sale discretion may deem necessary and proper, provided that in the event that Rubicon removes or mines and sells any mineral products derived from the Property during such period, all proceeds therefrom received by Rubicon (after deduction of any costs incurred by Rubicon in removing, mining and disposing of such mineral products) shall be paid to the Optionor. In addition, Rubicon shall have the full right to erect, bring and install thereon all such buildings, machinery, equipment and supplies as Rubicon shall deem necessary and proper. In the event of termination of this Agreement for any reason, all buildings, plant, equipment, machinery, tools, appliances and supplies which have been brought on the Property by Rubicon during the term of this Agreement shall be removed by Rubicon not later than six (6) months after the termination of this Agreement. Upon termination, Rubicon shall comply with all reclamation and other environmental requirements imposed or prescribed by applicable law with respect to its activities on the Property.

13. Prior to earning its interest in the Property as contemplated by Section 4, all work done by Rubicon on the Property shall be done in accordance with good mining practice and in compliance with applicable laws and regulations.

14. Prior to Rubicon earning its interest in the Property as contemplated by Section 4, the Optionor and its authorized representatives shall have reasonable access to the Property at their sole risk and expense to review work being carried out thereon and also shall have access at all reasonable times to the records of Rubicon respecting exploration and development work carried out on the Property and the results obtained therefrom, provided however, that this shall not unduly interfere with or disrupt the activities of Rubicon. Rubicon shall provide the Optionor with quarterly reports indicating the status of the exploration work being conducted on the Property. The Optionor agrees that all data and information with respect to the Property

provided to or received by the Optionor shall be treated as confidential and shall not be disclosed to any other person, except as required by any regulatory authority having jurisdiction to do so, without the prior written consent of Rubicon, which consent shall not be unreasonably withheld.

15. On execution of this Agreement, the Optionor will deliver to Rubicon copies of all technical and historical data (including interpretive data) which is in the Optionor's possession relating to the Property (to the extent that any such data has not already been delivered to Rubicon). In addition to the foregoing, the Optionor will ensure that Rubicon has access to all diamond drill core from the Property which drill core is

either in the Optionor's possession or is in the possession of the Government of Newfoundland and Labrador pursuant to Sections 6 and 15 of the Mineral Act.

16. (a) In the event that the Property is placed into Commercial Production, the Optionor shall have a Right of First Refusal to purchase concentrates produced from the Property. In the event that Rubicon arranges for the sale of all or part of concentrates produced from the Property, through a bona fide offer from an independent third party (the "Proposed Purchaser ") which offer Rubicon desires to accept, Rubicon shall first offer (the "Offer ") such concentrates in writing to the Optionor upon terms no less favorable than those offered by the Proposed Purchaser. The Offer shall specify price, terms, quantity and conditions of such sale. If, within fifteen (15) business days of receipt of the Offer, the Optionor informs Rubicon that it will accept the Offer, Rubicon shall be bound to sell the concentrates on the terms and conditions of such Offer, failing which Rubicon will then be able to sell the concentrates to a third party and will then be under no obligation to present further offers to the Optionor with respect to the concentrates specified in the original Offer. Payment for the concentrates shall be received by Rubicon no later than specified in the Offer. Failure to pay within the time specified in the Offer shall render the Offer and the exercise by the Optionor null and void and Rubicon will then be under no obligation to present further offers to the Optionor with respect to the concentrates specified in the original Offer.

(b) For the purposes of this Section 8, "Commercial Production" shall mean the commercial operation of the Property, or a portion thereof, but does not include milling or other treatment for the purposes of testing or milling or leaching by a pilot plant during the initial tune-up period of a plant. Commercial Production will be deemed to have commenced:

(i) if a plant is located on the Property, or a portion

thereof, on the first day of the month following the first period of 30 consecutive days during which mineral products or other concentrates from the Property, or a portion thereof, have been processed through such plant for not less than 15 days at an average rate of not less than 66?% of the initial rated capacity of such plant; or

(ii) if no plant is located on the Property or a portion thereof, on the first day of the month following the first period of 30 consecutive days during which are or other concentrates from the Property, or a portion thereof, have been shipped from the Property, or a portion thereof, on a reasonably regular basis for the purpose of earning revenue.

(c) Rubicon has no obligation to put the Property, or a portion thereof, into Commercial Production and any decision to place the Property, or a portion thereof, into Commercial Production shall be at the sole discretion of Rubicon and this Agreement shall not be construed as creating an obligation upon Rubicon to put the Property, or a portion thereof, into Commercial Production. In the event that the Property, or a portion thereof, is put into Commercial Production, Rubicon shall be entitled in its sole discretion to suspend, curtail or terminate Commercial Production at any time.

17. Rubicon shall indemnify and save harmless the Optionor from any and all claims arising out of the operations which Rubicon or its agents may conduct upon the Property from August 28, 1998 to the date of termination of this Agreement and any and all claims arising with respect to the remaining 25% interest in the Property, including those arising as a result of the transfer by to the Optionor to Rubicon of the Mining Lease as contemplated by Sections 8 and 9 of this Agreement. The Optionor shall indemnify and save harmless Rubicon from and against any and all claims arising from or in relation to the Property or operations or activities carried out upon the Property prior to August 28, 1998 as a result of the Optionor's previous activities on the Property, including but not limited to liability for environmental reclamation or rehabilitation that may be required. Notwithstanding the foregoing, the obligations of the Optionor under this Section 17 shall terminate on the earlier of:

(a) the date upon which Rubicon exercises the option granted hereunder and acquires the Optionor's 75% undivided right, title and interest in the Property;

(b) August 31, 2002; or

(c) the date of termination of this Agreement.

18. (a) Until the date that Rubicon has issued the 100,000 Rubicon Shares as contemplated by subsection 4(b), neither party

shall, except as permitted in this Section 18, sell or assign the whole or any part of its rights or interest in the Property or this Agreement, without the prior written consent of the other party not to be unreasonably withheld, provided that it is understood that it shall not be unreasonable for a party to withhold its consent on the basis that the proposed purchaser, assignee or transferee lacks sufficient financial capacity or technical expertise with which to carry out its obligations hereunder;

(b) nothing in this Section 18 shall prevent:

(i) a sale or assignment by a party of all or any portion of its rights or interest, in the Property or this Agreement to an Affiliated Company (as such term is defined in subsection 1(2) of the OSA), provided that the Affiliated Company remains as such for a period of not less than one (1) year after such sale or assignment, failing which the other party shall have the right to require that its consent shall be necessary for such sale or assignment to remain valid; or

(ii) a party from entering into an amalgamation or corporate reorganization which will have the effect in law of the amalgamated or surviving company possessing all of the property, rights and interests and being subject to all the debts, liabilities, and obligations of each amalgamating or predecessor company;

(c) before the completion of any sale or assignment by a party of the whole or any part of its rights or interest in the Property or this Agreement to an Affiliated Company or otherwise, the purchasing party shall, at the election of the party not selling, enter into an agreement with the party not selling on the same terms and conditions as set out in this Agreement; and

(d) for greater certainty, once Rubicon has issued the 100,000 Rubicon Shares in its capital as contemplated by subsection 4(b) hereof, Rubicon shall have a right of first refusal with respect to the Optionor's 1.5% NSR. In the event that the Optionor elects to assign or transfer all or a part of its interest with respect to its 1.5% NSR, the Optionor shall first offer (the "Offer") such interest (the Offered Interest") to Rubicon, by notice in writing, for acquisition by Rubicon. Rubicon shall have a period of fourteen (14) business days to accept the Offer, failing which the Optionor shall be free to sell, transfer or otherwise deal with the Offered Interest.

19. Nothing contained in this Agreement shall be deemed to constitute a party an agent or legal representative of the other party or to create

any fiduciary relationship for any purpose whatsoever. Except as otherwise specifically provided in this Agreement, a party shall not have any authority to act for, or to assume any obligation or responsibility on behalf of any other party. Except as expressly provided in this Agreement, each party shall have the free and unrestricted right independently to engage in and receive the full benefits of any and all business endeavors of any sort whatsoever not related to the Property, whether or not competitive with the endeavors contemplated herein, without consulting or inviting or allowing the other any interest therein. No party shall be under any fiduciary or other duty to the other which will prevent it from engaging in or enjoying the benefits of competing endeavors within the general scope of the endeavors contemplated by this Agreement. The legal doctrines of "corporate opportunity" or "business opportunity" sometimes applied to joint ventures or other fiduciaries shall not apply in the case of any other endeavour of a party.

20. The parties agree that this Agreement shall be interpreted and governed according to the laws of the Province of British Columbia and the laws of Canada applicable therein.

21. Any notice or election permitted or required to be given hereunder shall be in writing and shall be effective if delivered by hand or facsimile or if mailed postage prepaid to the address of a party written below or to such other address as a party shall inform the others by like notice:

Rubicon Minerals Corporation
Suite 888, 1100 Melville Street
Vancouver, BC
V6E 4A3

Tel: (604) 623-3333
Fax: (604) 623-3355

Noranda Inc.
Suite 2700, 1 Adelaide Street East
Toronto, ON
M5C 2Z5

Attention: Director, Canadian Exploration
Tel: (416) 982-7111
Fax: (416) 982-3525

22. Any such notice will, if delivered by hand or facsimile be deemed to have been given and received on the day it was delivered by hand or facsimile and if mailed, be deemed to have been given and received on the fifth business day following the day of mailing, except in the event of a disruption of postal service, in which case notice if mailed will be deemed to be received on the seventh day following he resumption of normal postal service.

23. No party hereto shall be liable to the others and no party hereto shall be deemed in default under this Agreement for any failure or delay to perform any of its covenants and agreements caused or arising out of any act not within the control of the party, excluding lack of funds but including, without limitation, acts of God, strikes, lockouts, or other industrial disputes, acts of the public enemy, riots, fire, storm, flood or other natural disaster, explosion, government restriction, failure to obtain any approvals required from regulatory

authorities, including environmental protection agencies, unavailability of equipment, interference of environmentalists 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 party. No right of a party shall be affected for failure or delay of the party to meet any condition of this Agreement, which failure or delay is caused by one of the events above referred to, and all times provided for in this Agreement shall be extended for a period commensurate with the period of the delay caused by the events above referred to, provided however, that nothing contained in this Section 23 shall require any party to settle any industrial dispute or to test the constitutionality of any law enacted by any Province or the Federal Government of Canada. Any party relying on the provisions of this Section 23 shall forthwith give notice to the other party of the commencement of such event and of its end.

24. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

25. Time shall be of the essence hereof.

26. This Agreement including schedules attached hereto, constitutes the entire agreement between Rubicon and the Optionor pertaining to the Optionor's 75% undivided right, title and interest in the Property and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written between Rubicon and the Optionor, and there are no warranties, representations or other agreements between Rubicon and the Operator in connection with the Property except as specifically set forth herein.

27. This Agreement shall be effective from and as of August 28, 1998.

28. This Agreement is subject to receipt by the VSE for filing and to the condition that all regulatory consents required for the carrying out of this Agreement shall have been obtained.

29. The parties consent to the recording of this Agreement with the Registry of Confidential Agreements, Mineral Claims Recorders Office, Department of Mines & Energy, Government of Newfoundland to comply with the provisions of the Mineral Act.

30. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument and anyone of the parties may .execute this Agreement by signing and delivering same by facsimile, telegraph, cable or otherwise in writing, each delivery by any means to be deemed to be "in writing" for the purpose of this Agreement.

If the foregoing terms and conditions reflect our agreement, please execute and return the enclosed duplicate copies of this letter and we shall consider it to be a binding agreement.

Yours very truly,

RUBICON MATERIALS CORPORATION

Per: /s/

Authorized Signatory

Acknowledged and agreed to as of the ____ day of _____, 1999.

NORANDA INC.

Per: /s/

Authorized Signatory

Per: /s/

Authorized Signatory

PROVINCE OF ONTARIO TO WIT:) IN THE MATTER OF AN AGREEMENT

AFFIDAVIT OF EXECUTION

I, Hillar Pinna, of 23 Munford Crescent, the City of Toronto, Province of Ontario, MAKE OATH AND SAY THAT:

1. I was presently present and did see the annexed Agreement duly executed by Noranda Inc. under its corporate seal and the hands of David Stevens and David Gower, on the 7th day of June, 1999;

2. I know the said parties and know the said parties to be V.P. -- Exploration and Director -- Canadian Exploration of Noranda Inc.;

3. The signatures "David Stevens" and "David Gower" subscribed to the said Agreement are the proper handwriting of the said David Stevens and David Gower respectively and the seal attached thereto is the corporate seal of Noranda Inc.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario, this)
28th day of June, 1999)
)
/s/) /s/
- ----------) ----------
A Notary Public for and within the Province of Ontario)

PROVINCE OF) IN THE MATTER
BRITISH COLUMBIA) OF AN
TO WIT:) AGREEMENT

AFFIDAVIT OF EXECUTION

I, Sandra Miller, of 1040 - 1055 West Hastings Street, Vancouver, British Columbia, MAKE OATH AND SAY THAT:

1. I was presently present and did see the annexed Agreement duly executed by Rubicon Minerals Corporation under its corporate seal and the hand of Michael Gray, a director, on the 7th day of June, 1999;

2. I know the said party and know the said party to be a director of Rubicon Minerals Corporation;

3. The signature "Michael J. Gray" subscribed to the said Agreement is the proper handwriting of the said Michael Gray and the seal attached thereto is the corporate seal of Noranda Inc.

SWORN BEFORE ME at the City of)
Vancouver, in the Province of British Columbia,)
this 17th day of June, 1999)
)
/s/) /s/
- ----------) ----------
A Notary Public for and within the Province of)
British Columbia

SCHEDULE "A" TO THE OPTION AGREEMENT
DATED THE 14TH DAY OF MAY, 1999
BETWEEN
RUBICON MINERALS CORPORATION AND
NORANDA INC.

PROPERTY NAME	MINING DIVISION	MINING LEASE
Point Leamington	Green Bay, NF	136 (2655)

SCHEDULE "B" TO THE OPTION AGREEMENT
DATED THE 14TH DAY OF MAY, 1999
BETWEEN
RUBICON MINERALS CORPORATION AND
NORANDA INC.

1. Net Smelter Returns shall mean any and all amounts received, from time to time, by the party obligated to pay the royalty (the "Owner") for product extracted from ore mined from the Property, deducting therefrom all expenses relating to the treatment of such product at any smelter, refinery or mint, including all costs and charges for the treatment, tolling, smelting, refining or minting of such product and all costs and charges associated therewith, such as costs and charges in respect of transportation, insurance, handling, weighing, sampling, assaying and marketing, as well as penalties, representation charges, referee's fees and expenses, import taxes and export taxes; that is to say, Net Smelter Returns shall mean the net amount received by the Owner from a smelter, refinery or mint, as the case may be, less all costs and charges associated with marketing, selling and delivering the product to the smelter, refinery or mint, as the case may be.

2. If the product is treated at a smelter, refinery or mint owned, operated or controlled by the Owner or an affiliate of it, all costs and charges referred to in paragraph 1 hereof shall be equivalent to the prevailing competitive rates charges by similar smelters, refineries or mints, as the case may be, in arm's length transactions for the treatment of like quantities and quality of product.

3. Net Smelter Returns shall be calculated by the Owner at the end of the calendar quarter in which the ores or concentrates from the Property were sold or otherwise deemed disposed of and payment to the party entitled to receive such payment (the "Royalty Holder") shall be made by the Owner within 45 days after the end of each quarter.

4. The Owner shall provide the Royalty Holder with an annual statement of the Net Smelter Returns as of the end of each December 31st on or before the 31st day of March following such 31st day of December. The Owner shall maintain adequate records which shall be made available to the Royalty Holder for a period of eight (8) months following the delivery of such annual statement by the Owner so as to enable the Royalty Holder to verify the correctness of its determination of Net Smelter Returns. The determination of whether an entry has been properly categorized or calculated shall be finally made by an independent auditor to be appointed by the Owner if the parties cannot agree between themselves, provided, however, that after the eighth month following the delivery of an annual statement, such annual statement shall be deemed to be correct and the Royalty Holder shall waive all of its rights to challenge same.

5. For the purposes of determining whether an amount received by the Owner is properly received on account of "product extracted from ore mined from the Property", as defined in paragraph 1 hereof, the parties agree that all amounts received by the Owner on account of future sales contracts, hedging programs or other commodity arrangements which relate to product extracted (or to be extracted) from ore mined (or to be mined) from the Property shall be deemed to be subject to the Net Smelter Returns Royalty and the Royalty Holder shall be entitled to receive payments in respect thereof.

SCHEDULE "C"

MFC BANCORP'S NSR

[Letterhead of Rubicon Minerals Corporation]

May 14, 1999

MFC Bancorp Ltd.
6 Cours de Rive
P.O. Box 3540
1211 Geneva 3, Switzerland

Attention: Mr. Michael Smith
- ----------

Dear Sirs:

RE: POINT LEAMINGTON PROPERTY, NEWFOUNDLAND

Further to the letter agreement (the "Letter Agreement") made as of September 2, 1998 between MFC Merchant Bank S.A. and Rubicon Minerals corporation ("Rubicon"), Rubicon hereby writes this letter to set forth the terms of our agreement with respect to the purchase, to be effective today, of the 22.5% beneficial interest in certain mineral properties located in Newfoundland known as the Point Leamington Property and more particularly described in Schedule "A" attached hereto (hereinafter referred to as the "Property") formerly held by MFC Bancorp S. A. and now held by MFC Bancorp Ltd. (collectively, with the MFC Merchant Bank S.A., referred to herein as "MFC").

The terms of our Agreement are as follows:

TERMINATION OF LETTER AGREEMENT

1. The parties acknowledge that the Letter Agreement pursuant to which MFC agreed to sell to Rubicon and Rubicon agreed to purchase a 25% beneficial interest in the Property is hereby terminated and for greater certainty this Agreement, including schedules attached hereto, constitutes the entire agreement between Rubicon and MFC pertaining to MFC's interest in the Property and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written between Rubicon and MFC, and there are no warranties, representations or other agreements between Rubicon and MFC in connection with the Property except as specifically set forth herein.

PURCHASE AND SALE

2. At the Closing Time (as defined below), subject to the terms and conditions set forth in this Agreement, MFC hereby agrees to sell and forever transfer to Rubicon and Rubicon hereby agrees to purchase from MFC, the 22.5% beneficial interest of MFC in the Property for and in consideration of Rubicon paying to MFC the amount of $10,000.

CLOSING

3. The closing of the purchase and sale contemplated by Section 2 above shall occur at 10:00 a.m. (Vancouver time) on the first business day after the date this Agreement is executed or such other date as is mutually agreeable to the parties (the "Closing Time"). At the Closing Time:

(a) MFC shall deliver to Rubicon all such documentation as is reasonably available to MFC or in MFC's possession; and

(b) Rubicon shall deliver to MFC all such documentation as is reasonably required by MFC.

NET SMELTER RETURNS ROYALTY

4. If there is any production from the Property such that product is extracted from ore mined from the Property, 0.5% net smelter returns royalty ("NSR") will be payable from Rubicon to MFC with respect to 22.5% beneficial interest in the Property held by MFC in accordance with the provision of Schedule "B" attached hereto. Once Rubicon has acquired MFC's 22.5% beneficial interest in the Property in accordance with Section 2 above, MFC shall have no remaining rights with respect to the Property apart from the 0.5% NSR described in this Section 4. Notwithstanding the foregoing, Rubicon may purchase from MFC the 0.5% NSR at any time in consideration of the payment by Ruicon to MFC of $500,000.

REGISTRATION

5. Rubicon shall be entitled to record this Agreement as evidence of its interest in the Property and each party agrees to execute and deliver all necessary documents to facilitate such recordings from time to time in order to comply with Section 6 of the MINERAL ACT (Newfoundland) (the "Mineral Act").

ACKNOWLEDGMENT AND COVENANTS

6. The parties hereby acknowledge that the due diligence review with respect to MFC's 22.5% beneficial interest in the Property has not been completed to date. Accordingly, notwithstanding any other provision contained herein, the parties acknowledge that MFC is making no representation or warranty including with respect to its interest in the Property. For greater certainty, MFC shall in no way be liable to Rubicon whatsoever in the event that MFC's beneficial interest in the Property is, as a result of the due diligence review contemplated hereby, determined to be less than 22.5%.

GENERAL

7. The parties agree that this Agreement shall be interpreted and governed according to the laws of the Province of British Columbia and the laws of Canada applicable therein.

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

9. All references to dollar amounts in this Agreement are to Canadian dollars unless expressly stated otherwise.

10. The parties hereto agree to do all such things, carry out all such acts and to execute and deliver all such documents, including further agreements, notices and other instruments as may be necessary or useful for the purpose of giving full effect to this Agreement.

11. This Agreement shall be effective from and as of September 2, 1998.

12. The parties consent to the recording of this Agreement with the Registry of Confidential Agreements, Mineral Claims Recorders Office, Department of Mines & Energy, Government of Newfoundland to comply with the provision of the Mineral Act.

13. This Agreement may be executed in several counterparts, each of which taken

together shall constitute one and the same instrument, and anyone of the parties may execute this Agreement by signing and delivering same by facsimile, telegraph, cable or otherwise in writing, each delivery by any means to be deemed "in writing" for the purpose of this Agreement.

If the foregoing terms and conditions reflect our agreement, please execute and return a copy of this letter and we shall consider it to be a binding agreement.

Yours very truly,

RUBICON MINERALS CORPORATION

Per: /s/

Authorized Signatory

Accepted and agreed to as of the 14th day of May, 1999.

MFC BANCORP LTD

Per: /s/

Authorized Signatory

PROVINCE OF BRITISH COLUMBIA TO WIT:	)))	IN THE MATTER OF AN AGREEMENT

AFFIDAVIT OF EXECUTION

I, Warren Brown, of 2436 W 7 Ave., Vancouver, British Columbia, MAKE OATH AND SAY THAT:

1. I was presently present and did see the annexed Agreement duly executed by Rubicon Minerals Corporation under its corporate seal and the hand of Douglas Forster, a director, on the 14th day of May, 1999;

2. I know the said party and know the said party to be a director of Rubicon Minerals Corporation;

3. The signature "Douglas Forster" subscribed to the said Agreement is the proper handwriting of the said Douglas Forster and the seal attached thereto is the corporate seal of Rubicon Minerals Corporation.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 14th day of May, 1999)

/s/)

A Notary Public for and within the Province of British Columbia)

/s/

IN THE CITY OF VANCOUVER B.C. TO WIT:	)))	IN THE MATTER OF AN AGREEMENT

AFFIDAVIT OF EXECUTION

I, Warren Brown, of 2436 W 7 Ave., in the City of Vancouver, Province of British Columbia, MAKE OATH AND SAY THAT:

1. I was presently present and did see the annexed Agreement duly executed by MFC Bancorp Ltd. under its corporate seal and the hand of James Carter, a Vice President, on the 14th day of May, 1999;

2. I know the said party and know the said party to be a Vice President of MFC Bancorp Ltd.;

3. The signature "James Carter" subscribed to the said Agreement is the proper handwriting of the said James Carter and the seal attached thereto is the corporate seal of MFC Bancorp Ltd.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia,)

this 14th day of May, 1999)
)
/s/) /s/
- ----------) ----------
A Notary Public for and within the Province of)
British Columbia

SCHEDULE "A" TO THE AGREEMENT
DATED THE 14TH DAY OF MAY, 1999
BETWEEN
RUBICON MINERALS CORPORATION AND
MFC BANCORP LTD.

PROPERTY NAME	MINING DIVISION	MINING LEASE
Point Leamington	Green Bay, NF	136(2655)

SCHEDULE "B" TO THE AGREEMENT
DATED THE 14TH DAY OF MAY, 1999
BETWEEN

RUBICON MINERALS CORPORATION AND
MFC BANCORP LTD.

1. Net Smelter Returns shall mean any and all amounts received, from time to time, by the party obligated to pay the royalty (the "Owner") for product extracted from ore mined from the Property, deducting therefrom all expenses relating to the treatment of such product at any smelter, refinery or mint, including all costs -and charges for the treatment, tolling, smelting, refining or minting of such product and all costs and charges associated therewith, such as costs and charges in respect of transportation, insurance, handling, weighing, sampling, assaying and marketing, as well as penalties, representation charges, referee's fees and expenses, import taxes and export taxes; that is to say, Net Smelter Returns shall mean the net amount received by the Owner from a smelter, refinery or mint, as the case may be, less all costs and charges associated with marketing, selling and delivering the product to the smelter, refinery or mint, as the case may be.

2. If the product is treated at a smelter, refinery or mint owned, operated or controlled by the Owner or an affiliate of it, all costs and charges referred to in paragraph 1 hereof shall be equivalent to the prevailing competitive rates charges by similar smelters, refineries or mints, as the case may be, in arm's length transactions for the treatment of like quantities and quality of product

3. Net Smelter Returns shall be calculated by the Owner at the end of the calendar quarter in which the ores or concentrates from the Property were sold or otherwise deemed disposed of and payment to the party entitled to receive such payment (the "Royalty Holder") shall be made by the Owner within 45 days after the end of each quarter.

4. The Owner shall provide the Royalty Holder with an annual statement of the Net Smelter Returns as of the end of each December 31st on or before the 31st day of March following such 31st day of December. The Owner shall maintain adequate records which shall be made available to the Royalty Holder for a period of eight (8) months following the delivery of such annual statement by the Owner so as to enable the Royalty Holder to verify the correctness of its determination of Net Smelter Returns. The determination of whether an entry has been properly categorized or calculated shall be finally made by an independent auditor to be appointed by the Owner if the parties cannot agree between themselves, provided, however, that after the eighth month following the delivery of an annual statement, such annual statement shall be deemed to be correct and the Royalty Holder shall waive all of its rights to challenge same.

5. For the purposes of determining whether an amount received by the Owner is properly received on account of "product extracted from ore mined from the Property", as defined in paragraph 1 hereof, the parties agree that all amounts received by the Owner on account of future sales contracts, hedging programs or other commodity arrangements which relate to product extracted (or to be extracted) from are mined (or to be mined) from the Property shall be deemed to be subject to the Net Smelter Returns Royalty and the Royalty Holder shall be entitled to receive payments in respect thereof.

EXHIBIT 4.2

FORM 5D

ESCROW AGREEMENT
VALUE SECURITY

THIS AGREEMENT is made as of the 7th day of May, 2004

AMONG:

TLC Ventures Corp.
700 - 900 West Hastings Street
Vancouver, BC
V6C 1E5
(the "ISSUER")

AND:

Pacific Corporate Trust Company
10th Floor, 625 Howe Street
Vancouver, BC
V6C 3B8
(the "ESCROW AGENT")

AND:

EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE ISSUER
(a "SECURITYHOLDER" or "YOU")

(collectively, the "PARTIES")

THIS AGREEMENT is being entered into by the Parties under Exchange POLICY 5.4 - ESCROW, VENDOR CONSIDERATION AND RESALE RESTRICTIONS (the POLICY) in connection with a transaction. The Issuer is a Tier 2 Issuer as described in POLICY 2.1 - MINIMUM LISTING REQUIREMENTS.

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

PART 1 ESCROW

1.1 APPOINTMENT OF ESCROW AGENT. The Issuer and the Securityholders appoint the Escrow Agent to act as escrow agent under this Agreement. The Escrow Agent accepts the appointment.

1.2 DEPOSIT OF ESCROW SECURITIES IN ESCROW

(1) You are depositing the securities (ESCROW SECURITIES) listed opposite your name in Schedule "A" with the Escrow Agent to be held in escrow under this Agreement. You will immediately deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of these securities which you have or which you may later receive.

(2) If you receive any other securities (ADDITIONAL ESCROW SECURITIES):

(a) as a dividend or other distribution on escrow securities;
(b) on the exercise of a right of purchase, conversion or exchange attaching to escrow securities, including securities received on conversion of special warrants;
(c) on a subdivision, or compulsory or automatic conversion or exchange of escrow securities; or

(d) from a successor issuer in a business combination, if Part 6 of this Agreement applies,

you will deposit them in escrow with the Escrow Agent. You will deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of those additional escrow securities. When this Agreement refers to ESCROW SECURITIES, it includes additional escrow

securities.

(3) You will immediately deliver to the Escrow Agent any replacement share certificates or other evidence of additional escrow securities issued to you.

1.3 DIRECTION TO ESCROW AGENT. The Issuer and the Securityholders direct the Escrow Agent to hold the escrow securities in escrow until they are released from escrow under this Agreement.

PART 2 RELEASE OF ESCROW SECURITIES

2.1 RELEASE PROVISIONS. The provisions of Schedule B(2) is incorporated into and form part of this Agreement.

2.2 ADDITIONAL ESCROW SECURITIES. If you acquire additional escrow securities in connection with the transaction to which this agreement relates, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule.

2.3 ADDITIONAL REQUIREMENTS FOR TIER 2 SURPLUS ESCROW SECURITIES. Where securities are subject to a Tier 2 Surplus Security Escrow Agreement [Schedule B(4)], the following additional conditions apply:

(1) The escrow securities will be cancelled if the asset, property, business or interest therein in consideration of which the securities were issued, is lost, or abandoned, or the operations or development of such asset, property or business is discontinued.

(2) The Escrow Agent will not release escrow securities from escrow under schedule B(4) unless the Escrow Agent has received, within the 15 days prior to the release date, a certificate from the Issuer that:

(a) is signed by two directors or officers of the Issuer;
(b) is dated not more than 30 days prior to the release date;
(c) states that the assets for which the escrow securities were issued (the "Assets") were included as assets on the balance sheet of the Issuer in the most recent financial statements filed by the Issuer with the Exchange; and
(d) states that the Issuer has no reasonable knowledge that the Assets will not be included as assets on the balance sheet of the Issuer in the next financial statements to be filed by the Issuer with the Exchange.

(3) If, at any time during the term of this Agreement, the Escrow Agent is prohibited from releasing escrow securities on a release date specified schedule B(4) as a result of section 2.3(2) above, then the Escrow Agent will not release any further escrow securities from escrow without the written consent of the Exchange.

(4) If as a result of this section 2.3, the Escrow Agent does not release escrow securities from escrow for a period of five years, then:

(a) the Escrow Agent will deliver a notice to the Issuer, and will include with the notice any certificates that the Escrow Agent holds which evidence the escrow securities; and
(b) the Issuer and the Escrow Agent will take such action as is necessary to cancel the escrow securities.

(5) For the purposes of cancellation of escrow securities under this section, each Securityholder irrevocably appoints the Escrow Agent as his or her attorney, with authority to appoint substitute attorneys, as necessary.

2.4 DELIVERY OF SHARE CERTIFICATES FOR ESCROW SECURITIES. The Escrow Agent will send to each Securityholder any share certificates or other evidence of that Securityholder's escrow securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

2.5 REPLACEMENT CERTIFICATES. If, on the date a Securityholder's escrow securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more escrow securities than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Issuer or its transfer agent and request replacement share certificates or other evidence. The Issuer will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholder or at the Securityholder's direction, the replacement share certificate or other evidence of the escrow securities released. The Escrow Agent and Issuer will act as soon as reasonably practicable.

2.6 RELEASE UPON DEATH

(1) If a Securityholder dies, the Securityholder's escrow securities will be released from escrow. The Escrow Agent will deliver any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent to the Securityholder's legal representative provided that:

(a) the legal representative of the deceased Securityholder provides written notice to the Exchange of the intent to release the escrow securities as at a specified date which is at least 10 business days and not more than 30 business days prior to the proposed release; and
(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to delivery the Escrow Agent must receive:

(a) a certified copy of the death certificate; and
(b) any evidence of the legal representative's status that the Escrow Agent may reasonably require.

2.7 EXCHANGE DISCRETION TO TERMINATE. If the Escrow Agent receives a request from the Exchange to halt or terminate the release of escrow securities from escrow, then the Escrow Agent will comply with that request, and will not release any escrow securities from escrow until it receives the written consent of the Exchange.

2.8 DISCRETIONARY APPLICATIONS. The Exchange may consent to the release from escrow of escrow securities in other circumstances and on terms and on conditions it deems appropriate. Securities may be released from escrow provided that the Escrow Agent receives written notice from the Exchange.

PART 3 EARLY RELEASE ON CHANGE OF ISSUER STATUS

3.1 EARLY RELEASE - GRADUATION TO TIER 1

(1) When a Tier 2 Issuer becomes a Tier 1 Issuer, the release schedule for its escrow securities changes.

(2) If the Issuer reasonably believes that it meets the Minimum Listing Requirements of a Tier 1 Issuer as described in POLICY 2.1 - MINIMUM LISTING REQUIREMENTS, the Issuer may make application to the Exchange to be listed as a Tier 1 Issuer. The Issuer must also concurrently provide notice to the Escrow Agent that it is making such an application.

(3) If the graduation to Tier 1 is accepted by the Exchange, the Exchange will issue an Exchange Bulletin confirming final acceptance for listing of the Issuer on Tier 1. Upon issuance of this Bulletin the Issuer must immediately:

(a) issue a news release:

(i) disclosing that it has been accepted for graduation to Tier 1; and

(ii) disclosing the number of escrow securities to be released and the dates of release under the new schedule; and

(b) provide the news release, together with a copy of the Exchange Bulletin, to the Escrow Agent.

(4) Upon completion of the steps in section 3.1(3) above, the Issuer's release schedule will be replaced as follows:

APPLICABLE SCHEDULE PRE-GRADUATION	APPLICABLE SCHEDULE POST-GRADUATION
Schedule B(2)	Schedule B(1)
Schedule B(4)	Schedule B(3)

(5) Within 10 days of the Exchange Bulletin confirming the Issuer's listing on Tier 1, the Escrow Agent must release any escrow securities from escrow securities which under the new release schedule would have been releasable at a date prior to the Exchange Bulletin.

PART 4 DEALING WITH ESCROW SECURITIES

4.1 RESTRICTION ON TRANSFER, ETC. Unless it is expressly permitted in this Agreement, you will not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with your escrow securities or any related share certificates or other evidence of the escrow securities. If a Securityholder is a private company controlled by one or more Principals of the Issuer, the Securityholder may not participate in a transaction that results in a change of its control or a change in the economic exposure of the Principals to the risks of holding escrow securities.

4.2 PLEDGE, MORTGAGE OR CHARGE AS COLLATERAL FOR A LOAN. Subject to Exchange acceptance, you may pledge, mortgage or charge your escrow securities to a financial institution as collateral for a loan, provided that no escrow securities or any share certificates or other evidence of escrow securities will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. The loan agreement must provide that the escrow securities will remain in escrow if the lender realizes on the escrow securities to satisfy the loan.

4.3 VOTING OF ESCROW SECURITIES. Although you may exercise voting rights attached to your escrow securities, you may not, while your securities are held in escrow, exercise voting rights attached to any securities (whether in escrow or not) in support of one or more arrangements that would result in the repayment of capital being made on the escrow securities prior to a winding up of the Issuer.

4.4 DIVIDENDS ON ESCROW SECURITIES. You may receive a dividend or other distribution on your escrow securities, and elect the manner of payment from the standard options offered by the Issuer. If the Escrow Agent receives a dividend or other distribution on your escrow securities, other than additional escrow securities, the Escrow Agent will pay the dividend or other distribution to you on receipt.

4.5 EXERCISE OF OTHER RIGHTS ATTACHING TO ESCROW SECURITIES. You may exercise your rights to exchange or convert your escrow securities in accordance with this agreement.

PART 5 PERMITTED TRANSFERS WITHIN ESCROW

5.1 TRANSFER TO DIRECTORS AND SENIOR OFFICERS

(1) You may transfer escrow securities within escrow to existing or, upon their appointment, incoming directors or senior officers of the Issuer or any of its material operating subsidiaries, if the Issuer's board of directors has approved the transfer and provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certified copy of the resolution of the board of directors of the Issuer approving the transfer;
(b) a certificate signed by a director or officer of the Issuer authorized to sign, stating that the transfer is to a director or senior officer of the Issuer or a material operating subsidiary and that any required acceptance from the Exchange the Issuer is listed on has been received;
(c) an acknowledgment in the form of Form 5E signed by the transferee; and
(d) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

5.2 TRANSFER TO OTHER PRINCIPALS

(1) You may transfer escrow securities within escrow:

(a) to a person or company that before the proposed transfer holds more than 20% of the voting rights attached to the Issuer's outstanding securities; or
(b) to a person or company that after the proposed transfer

(i) will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and
(ii) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries,

provided that:

(c) you make an application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
(d) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certificate signed by a director or officer of the Issuer authorized to sign, stating that:

(i) the transfer is to a person or company that the officer believes, after reasonable investigation, holds more than 20% of the voting rights attached to the Issuer's outstanding securities before the proposed transfer; or
(ii) the transfer is to a person or company that:

(A) the officer believes, after reasonable investigation, will hold more than 10% of the voting rights attached to the Issuer's outstanding securities; and
(B) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries

after the proposed transfer; and

(iii) any required approval from the Exchange or any other

exchange on which the Issuer is listed has been received;

(b) an acknowledgment in the form of Form 5E signed by the transferee; and

(c) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

5.3 TRANSFER UPON BANKRUPTCY

(1) You may transfer escrow securities within escrow to a trustee in bankruptcy or another person or company entitled to escrow securities on bankruptcy provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer, the Escrow Agent must receive:

(a) a certified copy of either

(i) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or
(ii) the receiving order adjudging the Securityholder bankrupt;

(b) a certified copy of a certificate of appointment of the trustee in bankruptcy;
(c) a transfer power of attorney, duly completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
(d) an acknowledgment in the form of Form 5E signed by

(i) the trustee in bankruptcy or
(ii) on direction from the trustee, with evidence of that direction attached to the acknowledgement form, another person or company legally entitled to the escrow securities.

5.4 TRANSFER UPON REALIZATION OF PLEDGED, MORTGAGED OR CHARGED ESCROW SECURITIES

(1) You may transfer escrow securities you have pledged, mortgaged or charged under section 4.2 to a financial institution as collateral for a loan within escrow to the lender on realization provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the escrow securities;
(b) evidence that the Exchange has accepted the pledge, mortgage or charge of escrow securities to the financial institution;
(c) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
(d) an acknowledgement in the form of Form 5E signed by the financial institution.

5.5 TRANSFER TO CERTAIN PLANS AND FUNDS

(1) You may transfer escrow securities within escrow to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the beneficiaries of the plan or fund are limited to you and your spouse, children and parents provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP or RRIF or the beneficiaries of the other registered plan or fund do not include any person or company other than you and your spouse, children and parents;
(b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
(c) an acknowledgement in the form of Form 5E signed by the trustee of the plan or fund.

5.6 EFFECT OF TRANSFER WITHIN ESCROW. After the transfer of escrow securities within escrow, the escrow securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred, on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates or other evidence of the escrow securities to transferees under this Part 5.

5.7 DISCRETIONARY APPLICATIONS. The Exchange may consent to the transfer within escrow of escrow securities in other circumstances and on such terms and conditions as it deems appropriate.

PART 6 BUSINESS COMBINATIONS

6.1 BUSINESS COMBINATIONS

This Part applies to the following (BUSINESS COMBINATIONS):

(a) a formal take-over bid for all outstanding securities of the Issuer or which, if successful, would result in a change of control of the Issuer
(b) a formal issuer bid for all outstanding equity securities of the Issuer
(c) a statutory arrangement
(d) an amalgamation
(e) a merger
(f) a reorganization that has an effect similar to an amalgamation or merger

6.2 DELIVERY TO ESCROW AGENT

(1) You may tender your escrow securities to a person or company in a business combination. At least five business days prior to the date the escrow securities must be tendered under the business combination, you must deliver to the Escrow Agent:

(a) a written direction signed by you that directs the Escrow Agent to deliver to the depositary under the business combination any share certificates or other evidence of the escrow securities and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance

with the requirements of the Issuer's depository, and any other documentation specified or provided by you and required to be delivered to the depositary under the business combination;

(b) written consent of the Exchange; and

(c) any other information concerning the business combination as the Escrow Agent may reasonably require.

6.3 DELIVERY TO DEPOSITARY

(1) As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under section 6.2, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates or other evidence of the escrow securities, and a letter addressed to the depositary that

(a) identifies the escrow securities that are being tendered;

(b) states that the escrow securities are held in escrow;

(c) states that the escrow securities are delivered only for the purposes of the business combination and that they will be released from escrow only after the Escrow Agent receives the information described in section 6.4;

(d) if any share certificates or other evidence of the escrow securities have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, the share certificates or other evidence of escrow securities that are not released from escrow into the business combination; and

(e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, share certificates or other evidence of additional escrow securities that you acquire under the business combination.

6.4 RELEASE OF ESCROW SECURITIES TO DEPOSITARY

(1) The Escrow Agent will release from escrow the tendered escrow securities provided that:

(a) you or the Issuer make application to release the tendered securities under the Policy on a date at least 10 business days and not more than 30 business days prior to the date of the proposed release date; and

(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date;

(c) the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another person or company in respect of the business combination, by that other person or company, that

(i) the terms and conditions of the business combination have been met or waived; and

(ii) the escrow securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.

6.5 ESCROW OF NEW SECURITIES

(1) If you receive securities (NEW SECURITIES) of another issuer (SUCCESSOR ISSUER) in exchange for your escrow securities, the new securities will be subject to escrow in substitution for the tendered escrow securities, unless, immediately after completion of the business combination,

(a) the successor issuer is an exempt issuer as defined in the National Policy;

(b) the escrow holder was subject to a Value Security Escrow Agreement and is not a Principal of the successor issuer; and

(c) the escrow holder holds less than 1% of the voting rights attached to the successor issuer's outstanding securities. (In calculating this percentage, include securities that may be issued to the escrow holder under outstanding convertible securities in both the escrow holders securities and the total securities outstanding.)

6.6 RELEASE FROM ESCROW OF NEW SECURITIES

(1) The Escrow Agent will send to a Securityholder share certificates or other evidence of the Securityholder's new securities as soon as reasonably practicable after the Escrow Agent receives

(a) a certificate from the successor issuer signed by a director or officer of the successor issuer authorized to sign

(i) stating that it is a successor issuer to the Issuer as a result of a business combination;
(ii) containing a list of the securityholders whose new securities are subject to escrow under section 6.5;
(iii) containing a list of the securityholders whose new securities are not subject to escrow under section 6.5;

(b) written confirmation from the Exchange that it has accepted the list of Securityholders whose new securities are not subject to escrow under section 6.5; and

(2) The escrow securities of the Securityholders whose securities are not subject to escrow under section 6.5, will be released, and the Escrow Agent will send any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent in accordance with section 2.4.

(3) If your new securities are subject to escrow, unless subsection (4) applies, the Escrow Agent will hold your new securities in escrow on the same terms and conditions, including release dates, as applied to the escrow securities that you exchanged.

(4) If the Issuer is a Tier 2 Issuer and the successor issuer is a Tier 1 Issuer, the release provisions in section 3.1(4) relating to graduation will apply. .

PART 7 RESIGNATION OF ESCROW AGENT

7.1 RESIGNATION OF ESCROW AGENT

(1) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer and the Exchange.

(2) If the Issuer wishes to terminate the Escrow Agent as escrow agent, the Issuer will give written notice to the Escrow Agent and the Exchange.

(3) If the Escrow Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that is acceptable to the Exchange and that has accepted such appointment, which appointment will be binding on the Issuer and the Securityholders.

(4) The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the "resignation or termination date"), provided that the resignation or termination date will not be less than 10 business days before a release date.

(5) If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at

the Issuer's expense, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.

(6) On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.

(7) If any changes are made to Part 8 of this Agreement as a result of the appointment of the successor Escrow Agent, those changes must not be inconsistent with the Policy and the terms of this Agreement and the Issuer to this Agreement will fie a copy of the new Agreement with the Exchange.

PART 8 OTHER CONTRACTUAL ARRANGEMENTS

8.1 ESCROW AGENT NOT A TRUSTEE. The Escrow Agent accepts duties and responsibilities under this Agreement, and the escrow securities and any share certificates or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

8.2 ESCROW AGENT NOT RESPONSIBLE FOR GENUINENESS. The Escrow Agent will not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any escrow security deposited with it.

8.3 ESCROW AGENT NOT RESPONSIBLE FOR FURNISHED INFORMATION. The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement.

8.4 ESCROW AGENT NOT RESPONSIBLE AFTER RELEASE. The Escrow Agent will have no responsibility for escrow securities that it has released to a Securityholder or at a Securityholder's direction according to this Agreement.

8.5 INDEMNIFICATION OF ESCROW AGENT. The Issuer and each Securityholder hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, wilful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the escrow securities, the resignation or termination of the Escrow Agreement and the termination of this Agreement.

8.6 ADDITIONAL PROVISIONS

(1) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "Documents") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in

good faith believes to be genuine.

(2) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties and approved by the Exchange, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.

(3) The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

(4) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.

(5) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under the Policy or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.

(6) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

(7) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such Securityholder's escrow securities in electronic, or uncertificated form only, pending release of such securities from escrow.

(8) The Escrow Agent will have no responsibility with respect to any escrow securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.

8.7 LIMITATION OF LIABILITY OF ESCROW AGENT. The Escrow Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, wilful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or willful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars ($3,000.00), whichever amount shall be greater.

8.8 REMUNERATION OF ESCROW AGENT. The Issuer will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

PART 9 INDEMNIFICATION OF THE EXCHANGE

9.1 INDEMNIFICATION

(1) The Issuer and each Securityholder jointly and severally:

(a) release, indemnify and save harmless the Exchange from all costs (including legal cost, expenses and disbursements), charges, claims, demands, damages, liabilities, losses and expenses incurred by the Exchange;

(b) agree not to make or bring a claim or demand, or commence any action, against the Exchange; and

(c) agree to indemnify and save harmless the Exchange from all costs (including legal costs) and damages that the Exchange incurs or is required by law to pay as a result of any person's claim, demand or action,

arising from any and every act or omission committed or omitted by the Exchange, in connection with this Agreement, even if said act or omission was negligent, or constituted a breach of the terms of this Agreement.

(2) This indemnity survives the release of the escrow securities and the termination of this Agreement.

PART 10 NOTICES

10.1 NOTICE TO ESCROW AGENT. Documents will be considered to have been delivered to the Escrow Agent 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 following:

Pacific Corporate Trust Company
10th Floor, 625 Howe Street
Vancouver, BC V6C 3B8
Attention: Manager, Corporate Trust
Fax: 604-689-8144

10.2 NOTICE TO ISSUER. Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

TLC Ventures Corp.
700 - 900 West Hastings Street
Vancouver, BC
V6C 1E5
Contact Person: Ed Farrauto
Fax Number:

10.3 DELIVERIES TO SECURITYHOLDERS. Documents will be considered to have been delivered to a Securityholder on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.

Any share certificates or other evidence of a Securityholder's escrow securities will be sent to the Securityholder's address on the Issuer's share register unless the Securityholder has advised the Escrow Agent in writing otherwise at least ten business days before the escrow securities are released from escrow. The Issuer will provide the Escrow Agent with each Securityholder's address as listed on the Issuer's share register.

10.4 CHANGE OF ADDRESS

(1) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Securityholder.

(2) The Issuer may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to each Securityholder.

(3) A Securityholder may change that Securityholder's address for delivery by delivering notice of the change of address to the Issuer and to the Escrow Agent.

10.5 POSTAL INTERRUPTION. A party to this Agreement will not mail a Document if the party is aware of an actual or impending disruption of postal service.

PART 11 GENERAL

11.1 INTERPRETATION - "HOLDING SECURITIES". Unless the context otherwise requires, all capitalized terms that are not otherwise defined in this Agreement, shall have the meanings as defined in POLICY 1.1 - INTERPRETATION or in POLICY 5.4 - ESCROW, VENDOR CONSIDERATION AND RESALE RESTRICTIONS.

When this Agreement refers to securities that a Securityholder "holds", it means that the Securityholder has direct or indirect beneficial ownership of or control or direction over the securities.

11.2 ENFORCEMENT BY THIRD PARTIES. The Issuer enters this Agreement both on its own behalf and as trustee for the Exchange and the Securityholders of the Issuer, and this Agreement may be enforced by either the Exchange, or the Securityholders of the Issuer, or both.

11.3 TERMINATION, AMENDMENT, AND WAIVER OF AGREEMENT

(1) Subject to subsection 11.3(3), this Agreement shall only terminate:

(a) with respect to all the Parties:

(i) as specifically provided in this Agreement;
(ii) subject to subsection 11.3(2), upon the agreement of all Parties; or
(iii) when the Securities of all Securityholders have been released from escrow pursuant to this Agreement; and

(b) with respect to a Party:

(i) as specifically provided in this Agreement; or
(ii) if the Party is a Securityholder, when all of the Securityholder's Securities have been released from escrow pursuant to this Agreement.

(2) An agreement to terminate this Agreement pursuant to section 11.3(1)(a)(ii) shall not be effective unless and until the agreement to terminate

(a) is evidenced by a memorandum in writing signed by all Parties;
(b) has been consented to in writing by the Exchange; and
(c) has been approved by a majority of securityholders of the Issuer who are not Securityholders.

(3) Notwithstanding any other provision in this Agreement, the obligations set forth in section 9.1 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

(4) No amendment or waiver of this Agreement or any part of this Agreement shall be effective unless the amendment or waiver:

(a) is evidenced by a memorandum in writing signed by all Parties;
(b) has been approved in writing by the Exchange; and
(c) has been approved by a majority of securityholders of the Issuer who are not Securityholders.

(5) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a continuing waiver, unless expressly provided.

11.4 SEVERANCE OF ILLEGAL PROVISION. Any provision or part of a provision of

this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the parties hereto as though the said illegal and/or unenforceable provision or part thereof had never been included in this Agreement.

11.5 FURTHER ASSURANCES. The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this agreement which are necessary to carry out the intent of this Agreement.

11.6 TIME. Time is of the essence of this Agreement.

11.7 CONSENT OF EXCHANGE TO AMENDMENT. The Exchange must approve any amendment to this Agreement.

11.8 ADDITIONAL ESCROW REQUIREMENTS. A Canadian exchange may impose escrow terms or conditions in addition to those set out in this Agreement.

11.9 GOVERNING LAWS. The laws of British Columbia and the applicable laws of Canada will govern this Agreement.

11.10 COUNTERPARTS. The Parties may execute this Agreement by fax and in counterparts, each of which will be considered an original and all of which will be one agreement.

11.11 SINGULAR AND PLURAL. Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

11.12 LANGUAGE. This Agreement has been drawn up in the English language at the request of all parties. Cet acte a ete redige en anglais a la demande de toutes les parties.

11.13 BENEFIT AND BINDING EFFECT. This Agreement will benefit and bind the Parties and their heirs, executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a Party to this Agreement.

11.14 ENTIRE AGREEMENT. This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

11.15 SUCCESSOR TO ESCROW AGENT. Any corporation with which the Escrow Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent under this Agreement without any further act on its part or on the part or any of the Parties, provided that the successor is recognized by the Exchange.

The Parties have executed and delivered this Agreement as of the date set out above.

PACIFIC CORPORATE TRUST COMPANY

/s/_____
Authorized signatory

/s/_____
Authorized signatory

TLC VENTURES CORP.

/s/_____
Authorized signatory

/s/_____

Authorized signatory

If the Securityholder is an individual:

/s/_____
Ed Farrauto

/s/_____
Richard Henley

SCHEDULE "A" TO ESCROW AGREEMENT

SECURITYHOLDER

NAME: ED FARRAUTO

SIGNATURE: /s/ Ed Farrauto

ADDRESS FOR NOTICE: 700 - 900 West Hastings Street
Vancouver, B.C. V6C 1E5

SECURITIES:

CLASS AND TYPE (I.E. VALUE SECURITIES OR SURPLUS SECURITIES	NUMBER	CERTIFICATE(S) (IF APPLICABLE)
Value	440,000	

SECURITYHOLDER

NAME: RICHARD HENLEY

SIGNATURE: /S/ RICHARD HENLEY

ADDRESS FOR NOTICE: 700 - 900 West Hastings Street
Vancouver, B.C. V6C 1E5

SECURITIES:

CLASS AND TYPE (I.E. VALUE SECURITIES OR SURPLUS SECURITIES	NUMBER	CERTIFICATE(S) (IF APPLICABLE)
Value	250,000	

SCHEDULE B(1) - TIER 1 VALUE SECURITY ESCROW AGREEMENT

RELEASE OF SECURITIES

TIMED RELEASE

RELEASE DATES	PERCENTAGE OF TOTAL ESCROWED SECURITIES TO BE RELEASED	TOTAL NUMBER OF ESCROWED SECURITIES TO BE RELEASED
<S>	<C>	<C>
[INSERT DATE OF EXCHANGE BULLETIN FOR A RTO]	1/4 OF YOUR ESCROW SECURITIES	
[INSERT DATE 6 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/3 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 12 MONTHS FOLLOWING	1/2 OF YOUR REMAINING ESCROW	

EXCHANGE BULLETIN FOR A RTO]	SECURITIES	
[INSERT DATE 18 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	ALL OF YOUR REMAINING ESCROW SECURITIES	
TOTAL	100%	

*In the simplest case where there are no changes to the escrow securities initially deposited and no additional escrow securities, then the release schedule outlined above results in the escrow securities being released in equal tranches of 25%.

SCHEDULE B(2) - TIER 2 VALUE SECURITY ESCROW AGREEMENT

RELEASE OF SECURITIES

TIMED RELEASE

RELEASE DATES	PERCENTAGE OF TOTAL ESCROWED SECURITIES TO BE RELEASED	TOTAL NUMBER OF ESCROWED SECURITIES TO BE RELEASED
[INSERT DATE OF EXCHANGE BULLETIN FOR A RTO]	1/10 OF YOUR ESCROWED SECURITIES	
[INSERT DATE 6 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/6 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 12 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/5 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 18 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/4 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 24 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/3 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 30 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/2 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 36 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	ALL OF YOUR REMAINING ESCROW SECURITIES	
TOTAL	100%	

*In the simplest case where there are no changes to the escrow securities initially deposited and no additional escrow securities, the release schedule outlined above results in the escrow securities being released in equal tranches of 15% after completion of the release on the date of the Exchange Bulletin.

SCHEDULE B(3) - TIER 1 SURPLUS SECURITY ESCROW AGREEMENT

RELEASE OF SECURITIES

TIMED RELEASE

RELEASE DATES	PERCENTAGE OF TOTAL ESCROWED SECURITIES TO BE RELEASED	TOTAL NUMBER OF ESCROWED SECURITIES TO BE RELEASED
[INSERT DATE OF EXCHANGE BULLETIN FOR A RTO]	1/10 OF YOUR ESCROW SECURITIES	
[INSERT DATE 6 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/6 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 12 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/5 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 18 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/4 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 24 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/3 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 30 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/2 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 36 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	ALL OF YOUR REMAINING ESCROW SECURITIES	
TOTAL	100%	

*In the simplest case where there are no changes to the escrow securities initially deposited and no additional escrow securities, the release schedule outlined above results in the escrow securities being released in equal tranches of 15% after completion of the release on the date of the Exchange Bulletin.

SCHEDULE B(4) - TIER 2 SURPLUS SECURITY ESCROW AGREEMENT

RELEASE OF SECURITIES

TIMED RELEASE

RELEASE DATES	PERCENTAGE OF TOTAL ESCROWED SECURITIES TO BE RELEASED	TOTAL NUMBER OF ESCROWED SECURITIES TO BE RELEASED
[INSERT DATE OF EXCHANGE BULLETIN FOR A RTO]	NO RELEASE	
[INSERT DATE 6 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/20 OF YOUR ESCROW SECURITIES	
[INSERT DATE 12 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/19 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 18 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/18 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 24 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/17 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 30 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/8 OF YOUR REMAINING ESCROW SECURITIES	

[INSERT DATE 36 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/7 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 42 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/6 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 48 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/5 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 54 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/4 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 60 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/3 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 66 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/2 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 72 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	ALL OF YOUR REMAINING ESCROW SECURITIES	
TOTAL	100%	

</TABLE>

EXHIBIT 4.3

FORM 5D

ESCROW AGREEMENT
VALUE SECURITY

THIS AGREEMENT is made as of the 10th day of December, 2003

AMONG:

TLC Ventures Corp.
700 - 900 West Hastings Street
Vancouver, BC
V6C 1E5
(the "ISSUER")

AND:

Computershare Investor Services Inc.
510 Burrard Street, Second floor
Vancouver, BC
V6C 3B9
(the "ESCROW AGENT")

AND:

EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE ISSUER
(a "SECURITYHOLDER" or "YOU")

(collectively, the "PARTIES")

THIS AGREEMENT is being entered into by the Parties under Exchange POLICY 5.4 - ESCROW, VENDOR CONSIDERATION AND RESALE RESTRICTIONS (the POLICY) in connection with a transaction. The Issuer is a Tier 2 Issuer as described in POLICY 2.1 - MINIMUM LISTING REQUIREMENTS.

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

PART 1 ESCROW

1.1 APPOINTMENT OF ESCROW AGENT. The Issuer and the Securityholders appoint the Escrow Agent to act as escrow agent under this Agreement. The Escrow Agent accepts the appointment.

1.2 DEPOSIT OF ESCROW SECURITIES IN ESCROW

(1) You are depositing the securities (ESCROW SECURITIES) listed opposite your name in Schedule "A" with the Escrow Agent to be held in escrow under this Agreement. You will immediately deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of these securities which you have or which you may later receive.

(2) If you receive any other securities (ADDITIONAL ESCROW SECURITIES):

(a) as a dividend or other distribution on escrow securities;
(b) on the exercise of a right of purchase, conversion or exchange attaching to escrow securities, including securities received on conversion of special warrants;
(c) on a subdivision, or compulsory or automatic conversion or exchange of escrow securities; or

(d) from a successor issuer in a business combination, if Part 6 of this Agreement applies,

you will deposit them in escrow with the Escrow Agent. You will deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of those additional escrow securities. When this Agreement refers to ESCROW SECURITIES, it includes additional escrow securities.

(3) You will immediately deliver to the Escrow Agent any replacement share certificates or other evidence of additional escrow securities issued to you.

1.3 DIRECTION TO ESCROW AGENT. The Issuer and the Securityholders direct the Escrow Agent to hold the escrow securities in escrow until they are released from escrow under this Agreement.

PART 2 RELEASE OF ESCROW SECURITIES

2.1 RELEASE PROVISIONS. The provisions of Schedule B(2) is incorporated into and form part of this Agreement.

2.2 ADDITIONAL ESCROW SECURITIES. If you acquire additional escrow securities in connection with the transaction to which this agreement relates, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule.

2.3 ADDITIONAL REQUIREMENTS FOR TIER 2 SURPLUS ESCROW SECURITIES. Where securities are subject to a Tier 2 Surplus Security Escrow Agreement [Schedule B(4)], the following additional conditions apply:

(1) The escrow securities will be cancelled if the asset, property, business or interest therein in consideration of which the securities were issued, is lost, or abandoned, or the operations or development of such asset, property or business is discontinued.

(2) The Escrow Agent will not release escrow securities from escrow under schedule B(4) unless the Escrow Agent has received, within the 15 days prior to the release date, a certificate from the Issuer that:

(a) is signed by two directors or officers of the Issuer;
(b) is dated not more than 30 days prior to the release date;
(c) states that the assets for which the escrow securities were issued (the "Assets") were included as assets on the balance sheet of the Issuer in the most recent financial statements filed by the Issuer with the Exchange; and
(d) states that the Issuer has no reasonable knowledge that the Assets will not be included as assets on the balance sheet of the Issuer in the next financial statements to be filed by the Issuer with the Exchange.

(3) If, at any time during the term of this Agreement, the Escrow Agent is prohibited from releasing escrow securities on a release date specified schedule B(4) as a result of section 2.3(2) above, then the Escrow Agent will not release any further escrow securities from escrow without the written consent of the Exchange.

(4) If as a result of this section 2.3, the Escrow Agent does not release escrow securities from escrow for a period of five years, then:

(a) the Escrow Agent will deliver a notice to the Issuer, and will include with the notice any certificates that the Escrow Agent holds which evidence the escrow securities; and

(b) the Issuer and the Escrow Agent will take such action as is necessary to cancel the escrow securities.

(5) For the purposes of cancellation of escrow securities under this section, each Securityholder irrevocably appoints the Escrow Agent as his or her attorney, with authority to appoint substitute attorneys, as necessary.

2.4 DELIVERY OF SHARE CERTIFICATES FOR ESCROW SECURITIES. The Escrow Agent will send to each Securityholder any share certificates or other evidence of that Securityholder's escrow securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

2.5 REPLACEMENT CERTIFICATES. If, on the date a Securityholder's escrow

securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more escrow securities than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Issuer or its transfer agent and request replacement share certificates or other evidence. The Issuer will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholder or at the Securityholder's direction, the replacement share certificate or other evidence of the escrow securities released. The Escrow Agent and Issuer will act as soon as reasonably practicable.

2.6 RELEASE UPON DEATH

(1) If a Securityholder dies, the Securityholder's escrow securities will be released from escrow. The Escrow Agent will deliver any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent to the Securityholder's legal representative provided that:

(a) the legal representative of the deceased Securityholder provides written notice to the Exchange of the intent to release the escrow securities as at a specified date which is at least 10 business days and not more than 30 business days prior to the proposed release; and

(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to delivery the Escrow Agent must receive:

(a) a certified copy of the death certificate; and
(b) any evidence of the legal representative's status that the Escrow Agent may reasonably require.

2.7 EXCHANGE DISCRETION TO TERMINATE. If the Escrow Agent receives a request from the Exchange to halt or terminate the release of escrow securities from escrow, then the Escrow Agent will comply with that request, and will not release any escrow securities from escrow until it receives the written consent of the Exchange.

2.8 DISCRETIONARY APPLICATIONS. The Exchange may consent to the release from escrow of escrow securities in other circumstances and on terms and on conditions it deems appropriate. Securities may be released from escrow provided that the Escrow Agent receives written notice from the Exchange.

PART 3 EARLY RELEASE ON CHANGE OF ISSUER STATUS

3.1 EARLY RELEASE - GRADUATION TO TIER 1

(1) When a Tier 2 Issuer becomes a Tier 1 Issuer, the release schedule for its escrow securities changes.

(2) If the Issuer reasonably believes that it meets the Minimum Listing Requirements of a Tier 1 Issuer as described in POLICY 2.1 - MINIMUM LISTING REQUIREMENTS, the Issuer may make application to the Exchange to be listed as a Tier 1 Issuer. The Issuer must also concurrently provide notice to the Escrow Agent that it is making such an application.

(3) If the graduation to Tier 1 is accepted by the Exchange, the Exchange will issue an Exchange Bulletin confirming final acceptance for listing of the Issuer on Tier 1. Upon issuance of this Bulletin the Issuer must immediately:

(a) issue a news release:
(i) disclosing that it has been accepted for graduation to Tier 1; and
(ii) disclosing the number of escrow securities to be released and the dates of release under the new schedule; and

(b) provide the news release, together with a copy of the Exchange Bulletin, to the Escrow Agent.

(4) Upon completion of the steps in section 3.1(3) above, the Issuer's release schedule will be replaced as follows:

APPLICABLE SCHEDULE PRE-GRADUATION	APPLICABLE SCHEDULE POST-GRADUATION
Schedule B(2)	Schedule B(1)
Schedule B(4)	Schedule B(3)

(5) Within 10 days of the Exchange Bulletin confirming the Issuer's listing on Tier 1, the Escrow Agent must release any escrow securities from escrow securities which under the new release schedule would have been releasable at a date prior to the Exchange Bulletin.

PART 4 DEALING WITH ESCROW SECURITIES

4.1 RESTRICTION ON TRANSFER, ETC. Unless it is expressly permitted in this Agreement, you will not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with your escrow securities or any related share certificates or other evidence of the escrow securities. If a Securityholder is a private company controlled by one or more Principals of the Issuer, the Securityholder may not participate in a transaction that results in a change of its control or a change in the economic exposure of the Principals to the risks of holding escrow securities.

4.2 PLEDGE, MORTGAGE OR CHARGE AS COLLATERAL FOR A LOAN. Subject to Exchange acceptance, you may pledge, mortgage or charge your escrow securities to a financial institution as collateral for a loan, provided that no escrow securities or any share certificates or other evidence of escrow securities will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. The loan agreement must provide that the escrow securities will remain in escrow if the lender realizes on the escrow securities to satisfy the loan.

4.3 VOTING OF ESCROW SECURITIES. Although you may exercise voting rights attached to your escrow securities, you may not, while your securities are held in escrow, exercise voting rights attached to any securities (whether in escrow or not) in support of one or more arrangements that would result in the repayment of capital being made on the escrow securities prior to a winding up of the Issuer.

4.4 DIVIDENDS ON ESCROW SECURITIES. You may receive a dividend or other distribution on your escrow securities, and elect the manner of payment from the standard options offered by the Issuer. If the Escrow Agent receives a dividend or other distribution on your escrow securities, other than additional escrow securities, the Escrow Agent will pay the dividend or other distribution to you on receipt.

4.5 EXERCISE OF OTHER RIGHTS ATTACHING TO ESCROW SECURITIES. You may exercise your rights to exchange or convert your escrow securities in accordance with this agreement.

PART 5 PERMITTED TRANSFERS WITHIN ESCROW

5.1 TRANSFER TO DIRECTORS AND SENIOR OFFICERS

(1) You may transfer escrow securities within escrow to existing or, upon their appointment, incoming directors or senior officers of the Issuer or any of its material operating subsidiaries, if the Issuer's board of directors has approved the transfer and provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certified copy of the resolution of the board of directors of the Issuer approving the transfer;
(b) a certificate signed by a director or officer of the Issuer authorized to sign, stating that the transfer is to a director or senior officer of the Issuer or a material operating subsidiary and that any required acceptance from the Exchange the Issuer is listed on has been received;
(c) an acknowledgment in the form of Form 5E signed by the transferee; and
(d) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

5.2 TRANSFER TO OTHER PRINCIPALS

(1) You may transfer escrow securities within escrow:

(a) to a person or company that before the proposed transfer holds more than 20% of the voting rights attached to the Issuer's outstanding securities; or
(b) to a person or company that after the proposed transfer

(i) will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and
(ii) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries, provided that:

(c) you make an application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
(d) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certificate signed by a director or officer of the Issuer authorized to sign, stating that:

(i) the transfer is to a person or company that the officer believes, after reasonable investigation, holds more than 20% of the voting rights attached to the Issuer's outstanding securities before the proposed transfer; or
(ii) the transfer is to a person or company that:

(A) the officer believes, after reasonable investigation, will hold more than 10% of the voting rights attached to the Issuer's outstanding securities; and
(B) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries

after the proposed transfer; and

(iii) any required approval from the Exchange or any other exchange on which the Issuer is listed has been received;

(b) an acknowledgment in the form of Form 5E signed by the transferee; and

(c) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

5.3 TRANSFER UPON BANKRUPTCY

(1) You may transfer escrow securities within escrow to a trustee in bankruptcy or another person or company entitled to escrow securities on bankruptcy provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer, the Escrow Agent must receive:

(a) a certified copy of either

(i) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or (ii) the receiving order adjudging the Securityholder bankrupt;

(b) a certified copy of a certificate of appointment of the trustee in bankruptcy;
(c) a transfer power of attorney, duly completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
(d) an acknowledgment in the form of Form 5E signed by (i) the trustee in bankruptcy or

(ii) on direction from the trustee, with evidence of that direction attached to the acknowledgement form, another person or company legally entitled to the escrow securities.

5.4 TRANSFER UPON REALIZATION OF PLEDGED, MORTGAGED OR CHARGED ESCROW SECURITIES

(1) You may transfer escrow securities you have pledged, mortgaged or charged under section 4.2 to a financial institution as collateral for a loan within escrow to the lender on realization provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the escrow securities;
(b) evidence that the Exchange has accepted the pledge, mortgage or charge of escrow securities to the financial institution;
(c) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
(d) an acknowledgement in the form of Form 5E signed by the financial institution.

5.5 TRANSFER TO CERTAIN PLANS AND FUNDS

(1) You may transfer escrow securities within escrow to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the beneficiaries of the plan or fund are limited to you and your spouse, children and parents provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) evidence from the trustee of the transferee plan or fund, or the

trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP or RRIF or the beneficiaries of the other registered plan or fund do not include any person or company other than you and your spouse, children and parents;

(b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and

(c) an acknowledgement in the form of Form 5E signed by the trustee of the plan or fund.

5.6 EFFECT OF TRANSFER WITHIN ESCROW. After the transfer of escrow securities within escrow, the escrow securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred, on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates or other evidence of the escrow securities to transferees under this Part 5.

5.7 DISCRETIONARY APPLICATIONS. The Exchange may consent to the transfer within escrow of escrow securities in other circumstances and on such terms and conditions as it deems appropriate.

PART 6 BUSINESS COMBINATIONS

6.1 BUSINESS COMBINATIONS

This Part applies to the following (BUSINESS COMBINATIONS):

(a) a formal take-over bid for all outstanding securities of the Issuer or which, if successful, would result in a change of control of the Issuer

(b) a formal issuer bid for all outstanding equity securities of the Issuer

(c) a statutory arrangement

(d) an amalgamation

(e) a merger

(f) a reorganization that has an effect similar to an amalgamation or merger

6.2 DELIVERY TO ESCROW AGENT

(1) You may tender your escrow securities to a person or company in a business combination. At least five business days prior to the date the escrow securities must be tendered under the business combination, you must deliver to the Escrow Agent:

(a) a written direction signed by you that directs the Escrow Agent to deliver to the depositary under the business combination any share certificates or other evidence of the escrow securities and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the Issuer's depository, and any other documentation specified or provided by you and required to be delivered to the depositary under the business combination;

(b) written consent of the Exchange; and

(c) any other information concerning the business combination as the Escrow Agent may reasonably require.

6.3 DELIVERY TO DEPOSITARY

(1) As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under section 6.2, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates or other evidence of the escrow securities, and a letter addressed to the depositary that

(a) identifies the escrow securities that are being tendered;

(b) states that the escrow securities are held in escrow;

(c) states that the escrow securities are delivered only for the purposes of the business combination and that they will be released from escrow only after the Escrow Agent receives the information described in section 6.4;

(d) if any share certificates or other evidence of the escrow securities have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, the share certificates or other evidence of escrow securities that are not released from escrow into the business combination; and

(e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, share certificates or other evidence of additional escrow securities that you acquire under the business combination.

6.4 RELEASE OF ESCROW SECURITIES TO DEPOSITARY

(1) The Escrow Agent will release from escrow the tendered escrow securities provided that:

(a) you or the Issuer make application to release the tendered securities under the Policy on a date at least 10 business days and not more than 30 business days prior to the date of the proposed release date; and

(b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date;

(c) the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another person or company in respect of the business combination, by that other person or company, that (i) the terms and conditions of the business combination have been met or waived; and (ii) the escrow securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.

6.5 ESCROW OF NEW SECURITIES

(1) If you receive securities (NEW SECURITIES) of another issuer (SUCCESSOR ISSUER) in exchange for your escrow securities, the new securities will be subject to escrow in substitution for the tendered escrow securities, unless, immediately after completion of the business combination,

(a) the successor issuer is an exempt issuer as defined in the National Policy;

(b) the escrow holder was subject to a Value Security Escrow Agreement and is not a Principal of the successor issuer; and

(c) the escrow holder holds less than 1% of the voting rights attached to the successor issuer's outstanding securities. (In calculating this percentage, include securities that may be issued to the escrow holder under outstanding convertible securities in both the escrow holders securities and the total securities outstanding.)

6.6 RELEASE FROM ESCROW OF NEW SECURITIES

(1) The Escrow Agent will send to a Securityholder share certificates or other evidence of the Securityholder's new securities as soon as reasonably practicable after the Escrow Agent receives

(a) a certificate from the successor issuer signed by a director or officer of the successor issuer authorized to sign

(i) stating that it is a successor issuer to the Issuer as a result of a business combination;

(ii) containing a list of the securityholders whose new securities are subject to escrow under section 6.5;

(iii) containing a list of the securityholders whose new securities are not subject to escrow under section 6.5;

(b) written confirmation from the Exchange that it has accepted the list of Securityholders whose new securities are not subject to escrow under section 6.5; and

(2) The escrow securities of the Securityholders whose securities are not subject to escrow under section 6.5, will be released, and the Escrow Agent will send any share certificates or other evidence of the escrow

securities in the possession of the Escrow Agent in accordance with section 2.4.

(3) If your new securities are subject to escrow, unless subsection (4) applies, the Escrow Agent will hold your new securities in escrow on the same terms and conditions, including release dates, as applied to the escrow securities that you exchanged.

(4) If the Issuer is a Tier 2 Issuer and the successor issuer is a Tier 1 Issuer, the release provisions in section 3.1(4) relating to graduation will apply. .

PART 7 RESIGNATION OF ESCROW AGENT

7.1 RESIGNATION OF ESCROW AGENT

(1) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer and the Exchange.

(2) If the Issuer wishes to terminate the Escrow Agent as escrow agent, the Issuer will give written notice to the Escrow Agent and the Exchange.

(3) If the Escrow Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that is acceptable to the Exchange and that has accepted such appointment, which appointment will be binding on the Issuer and the Securityholders.

(4) The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the "resignation or termination date"), provided that the resignation or termination date will not be less than 10 business days before a release date.

(5) If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the Issuer's expense, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.

(6) On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.

(7) If any changes are made to Part 8 of this Agreement as a result of the appointment of the successor Escrow Agent, those changes must not be inconsistent with the Policy and the terms of this Agreement and the Issuer to this Agreement will fie a copy of the new Agreement with the Exchange.

PART 8 OTHER CONTRACTUAL ARRANGEMENTS

8.1 ESCROW AGENT NOT A TRUSTEE. The Escrow Agent accepts duties and responsibilities under this Agreement, and the escrow securities and any share certificates or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

8.2 ESCROW AGENT NOT RESPONSIBLE FOR GENUINENESS. The Escrow Agent will not be responsible or liable in any manner whatever for the sufficiency,

correctness, genuineness or validity of any escrow security deposited with it.

8.3 ESCROW AGENT NOT RESPONSIBLE FOR FURNISHED INFORMATION. The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement.

8.4 ESCROW AGENT NOT RESPONSIBLE AFTER RELEASE. The Escrow Agent will have no responsibility for escrow securities that it has released to a Securityholder or at a Securityholder's direction according to this Agreement.

8.5 INDEMNIFICATION OF ESCROW AGENT. The Issuer and each Securityholder hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, wilful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the escrow securities, the resignation or termination of the Escrow Agreement and the termination of this Agreement.

8.6 ADDITIONAL PROVISIONS

(1) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "Documents") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.

(2) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties and approved by the Exchange, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.

(3) The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

(4) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.

(5) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under the Policy or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.

(6) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

(7) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such Securityholder's escrow securities in electronic, or uncertificated form only, pending release of such securities from escrow.

(8) The Escrow Agent will have no responsibility with respect to any escrow securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.

8.7 LIMITATION OF LIABILITY OF ESCROW AGENT. The Escrow Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, wilful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or willful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars ($3,000.00), whichever amount shall be greater.

8.8 REMUNERATION OF ESCROW AGENT. The Issuer will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

PART 9 INDEMNIFICATION OF THE EXCHANGE

9.1 INDEMNIFICATION

(1) The Issuer and each Securityholder jointly and severally:

(a) release, indemnify and save harmless the Exchange from all costs (including legal cost, expenses and disbursements), charges, claims, demands, damages, liabilities, losses and expenses incurred by the Exchange;
(b) agree not to make or bring a claim or demand, or commence any action, against the Exchange; and
(c) agree to indemnify and save harmless the Exchange from all costs (including legal costs) and damages that the Exchange incurs or is required by law to pay as a result of any person's claim, demand or action,

arising from any and every act or omission committed or omitted by the Exchange, in connection with this Agreement, even if said act or omission was negligent, or constituted a breach of the terms of this Agreement.

(2) This indemnity survives the release of the escrow securities and the termination of this Agreement.

PART 10 NOTICES

10.1 NOTICE TO ESCROW AGENT. Documents will be considered to have been delivered to the Escrow Agent 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 following:

Computershare Investor Services Inc.
510 Burrard St
Vancouver, BC V6C 3B9
Attention: Manager, Client Servicing
Fax: 604-683-3694

10.2 NOTICE TO ISSUER. Documents will be considered to have been delivered to the Issuer on the next business day following the date of

transmission, if delivered by fax, the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

TLC Ventures Corp.
700 - 900 West Hastings Street
Vancouver, BC
V6C 1E5
Contact Person:
Fax Number:

10.3 DELIVERIES TO SECURITYHOLDERS. Documents will be considered to have been delivered to a Securityholder on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.

Any share certificates or other evidence of a Securityholder's escrow securities will be sent to the Securityholder's address on the Issuer's share register unless the Securityholder has advised the Escrow Agent in writing otherwise at least ten business days before the escrow securities are released from escrow. The Issuer will provide the Escrow Agent with each Securityholder's address as listed on the Issuer's share register.

10.4 CHANGE OF ADDRESS

(1) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Securityholder.

(2) The Issuer may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to each Securityholder.

(3) A Securityholder may change that Securityholder's address for delivery by delivering notice of the change of address to the Issuer and to the Escrow Agent.

10.5 POSTAL INTERRUPTION. A party to this Agreement will not mail a Document if the party is aware of an actual or impending disruption of postal service.

PART 11 GENERAL

11.1 INTERPRETATION - "HOLDING SECURITIES". Unless the context otherwise requires, all capitalized terms that are not otherwise defined in this Agreement, shall have the meanings as defined in POLICY 1.1 - INTERPRETATION or in POLICY 5.4 - ESCROW, VENDOR CONSIDERATION AND RESALE RESTRICTIONS.

When this Agreement refers to securities that a Securityholder "holds", it means that the Securityholder has direct or indirect beneficial ownership of or control or direction over the securities.

11.2 ENFORCEMENT BY THIRD PARTIES. The Issuer enters this Agreement both on its own behalf and as trustee for the Exchange and the Securityholders of the Issuer, and this Agreement may be enforced by either the Exchange, or the Securityholders of the Issuer, or both.

11.3 TERMINATION, AMENDMENT, AND WAIVER OF AGREEMENT

(1) Subject to subsection 11.3(3), this Agreement shall only terminate:

(a) with respect to all the Parties:

(i) as specifically provided in this Agreement;
(ii) subject to subsection 11.3(2), upon the agreement of all Parties; or
(iii) when the Securities of all Securityholders have been released from escrow pursuant to this Agreement; and

(b) with respect to a Party:

(i) as specifically provided in this Agreement; or
(ii) if the Party is a Securityholder, when all of the Securityholder's Securities have been released from escrow pursuant to this Agreement.

(2) An agreement to terminate this Agreement pursuant to section 11.3(1)(a)(ii) shall not be effective unless and until the agreement to terminate

(a) is evidenced by a memorandum in writing signed by all Parties;
(b) has been consented to in writing by the Exchange; and
(c) has been approved by a majority of securityholders of the Issuer who are not Securityholders.

(3) Notwithstanding any other provision in this Agreement, the obligations set forth in section 9.1 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

(4) No amendment or waiver of this Agreement or any part of this Agreement shall be effective unless the amendment or waiver:

(a) is evidenced by a memorandum in writing signed by all Parties;
(b) has been approved in writing by the Exchange; and
(c) has been approved by a majority of securityholders of the Issuer who are not Securityholders.

(5) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a continuing waiver, unless expressly provided.

11.4 SEVERANCE OF ILLEGAL PROVISION. Any provision or part of a provision of this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the parties hereto as though the said illegal and/or unenforceable provision or part thereof had never been included in this Agreement.

11.5 FURTHER ASSURANCES. The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this agreement which are necessary to carry out the intent of this Agreement.

11.6 TIME. Time is of the essence of this Agreement.

11.7 CONSENT OF EXCHANGE TO AMENDMENT. The Exchange must approve any amendment to this Agreement.

11.8 ADDITIONAL ESCROW REQUIREMENTS. A Canadian exchange may impose escrow terms or conditions in addition to those set out in this Agreement.

11.9 GOVERNING LAWS. The laws of British Columbia and the applicable laws of Canada will govern this Agreement.

11.10 COUNTERPARTS. The Parties may execute this Agreement by fax and in counterparts, each of which will be considered an original and all of which will be one agreement.

11.11 SINGULAR AND PLURAL. Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

11.12 LANGUAGE. This Agreement has been drawn up in the English language at the request of all parties. Cet acte a ete redige en anglais a la demande de toutes les parties.

11.13 BENEFIT AND BINDING EFFECT. This Agreement will benefit and bind the Parties and their heirs, executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a Party to this Agreement.

11.14 ENTIRE AGREEMENT. This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

11.15 SUCCESSOR TO ESCROW AGENT. Any corporation with which the Escrow Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent under this Agreement without any further act on its part or on the part or any of the Parties, provided that the successor is recognized by the Exchange.

The Parties have executed and delivered this Agreement as of the date set out above.

COMPUTERSHARE INVESTOR SERVICES INC.

/s/
_____
Authorized signatory

/s/
_____
Authorized signatory

TLC VENTURES CORP.

/s/
_____
Authorized signatory

/s/
_____
Authorized signatory

If the Securityholder is an individual:

/s/
_____
Doug Forster

/s/
_____
Blayne Johnson

SCHEDULE "A" TO ESCROW AGREEMENT

SECURITYHOLDER
- --------------

NAME: DOUG FORSTER

SIGNATURE: /s/ Doug Forster

ADDRESS FOR NOTICE: 700 - 900 West Hastings Street
Vancouver, B.C. V6C 1E5

SECURITIES:

CLASS AND TYPE (I.E. VALUE SECURITIES OR SURPLUS SECURITIES	NUMBER	CERTIFICATE(S) (IF APPLICABLE)
Value	2,400,232	

SECURITYHOLDER
- --------------

NAME: BLAYNE JOHNSON

SIGNATURE: /S/ BLAYNE JOHNSON

ADDRESS FOR NOTICE: 700 - 900 West Hastings Street
Vancouver, B.C. V6C 1E5

SECURITIES:

CLASS AND TYPE (I.E. VALUE SECURITIES OR SURPLUS SECURITIES	NUMBER	CERTIFICATE(S) (IF APPLICABLE)
Value	2,400,233	

SCHEDULE B(1) - TIER 1 VALUE SECURITY ESCROW AGREEMENT

RELEASE OF SECURITIES

TIMED RELEASE

RELEASE DATES	PERCENTAGE OF TOTAL ESCROWED SECURITIES TO BE RELEASED	TOTAL NUMBER OF ESCROWED SECURITIES TO BE RELEASED
[INSERT DATE OF EXCHANGE BULLETIN FOR A RTO]	1/4 OF YOUR ESCROW SECURITIES	
[INSERT DATE 6 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/3 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 12 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/2 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 18 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	ALL OF YOUR REMAINING ESCROW SECURITIES	
TOTAL	100%	

*In the simplest case where there are no changes to the escrow securities initially deposited and no additional escrow securities, then the release schedule outlined above results in the escrow securities being released in equal tranches of 25%.

SCHEDULE B(2) - TIER 2 VALUE SECURITY ESCROW AGREEMENT

RELEASE OF SECURITIES

TIMED RELEASE

RELEASE DATES	PERCENTAGE OF TOTAL ESCROWED SECURITIES TO BE RELEASED	TOTAL NUMBER OF ESCROWED SECURITIES TO BE RELEASED
<S>	<C>	<C>
[INSERT DATE OF EXCHANGE BULLETIN FOR A RTO]	1/10 OF YOUR ESCROWED SECURITIES	
[INSERT DATE 6 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/6 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 12 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/5 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 18 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/4 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 24 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/3 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 30 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/2 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 36 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	ALL OF YOUR REMAINING ESCROW SECURITIES	
TOTAL	100%	

*In the simplest case where there are no changes to the escrow securities initially deposited and no additional escrow securities, the release schedule outlined above results in the escrow securities being released in equal tranches of 15% after completion of the release on the date of the Exchange Bulletin.

SCHEDULE B(3) - TIER 1 SURPLUS SECURITY ESCROW AGREEMENT

RELEASE OF SECURITIES

TIMED RELEASE

	PERCENTAGE OF TOTAL ESCROWED	TOTAL NUMBER OF ESCROWED

RELEASE DATES	SECURITIES TO BE RELEASED	SECURITIES TO BE RELEASED
<S>	<C>	<C>
[INSERT DATE OF EXCHANGE BULLETIN FOR A RTO]	1/10 OF YOUR ESCROW SECURITIES	
[INSERT DATE 6 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/6 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 12 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/5 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 18 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/4 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 24 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/3 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 30 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/2 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 36 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	ALL OF YOUR REMAINING ESCROW SECURITIES	
TOTAL	100%	

*In the simplest case where there are no changes to the escrow securities initially deposited and no additional escrow securities, the release schedule outlined above results in the escrow securities being released in equal tranches of 15% after completion of the release on the date of the Exchange Bulletin.

SCHEDULE B(4) - TIER 2 SURPLUS SECURITY ESCROW AGREEMENT

RELEASE OF SECURITIES

TIMED RELEASE

RELEASE DATES	PERCENTAGE OF TOTAL ESCROWED SECURITIES TO BE RELEASED	TOTAL NUMBER OF ESCROWED SECURITIES TO BE RELEASED
<S>	<C>	<C>
[INSERT DATE OF EXCHANGE BULLETIN FOR A RTO]	NO RELEASE	
[INSERT DATE 6 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/20 OF YOUR ESCROW SECURITIES	
[INSERT DATE 12 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/19 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 18 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/18 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 24 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/17 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 30 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/8 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 36 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/7 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 42 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/6 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 48 MONTHS FOLLOWING EXCHANGE	1/5 OF YOUR REMAINING ESCROW	

BULLETIN FOR A RTO]	SECURITIES	
[INSERT DATE 54 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/4 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 60 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/3 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 66 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	1/2 OF YOUR REMAINING ESCROW SECURITIES	
[INSERT DATE 72 MONTHS FOLLOWING EXCHANGE BULLETIN FOR A RTO]	ALL OF YOUR REMAINING ESCROW SECURITIES	
TOTAL	100%	

</TABLE>

EXHIBIT 4.4

[Letterhead of Endeavour Financial]

December 12, 2003

Mr. Edward Farrauto
TLC Venture Corp.
1400 1055 W Hastings St
Vancouver B.C. V6E 2E9

PRIVATE AND CONFIDENTIAL

Dear Ed,

Re: Proposal for Financial Advisory Services

Following our recent discussions, I am pleased to provide the following terms under which TLC Venture Corp. (TLC) will retain Endeavour Financial Ltd. ("Endeavour") on an exclusive basis to provide general corporate financial advice with respect to its strategic direction and corporate development.

During the course of this engagement, Endeavour will work closely with TLC's management to identify and implement various transactions, which may include, but are not limited to:

- Introduction to the capital markets including assistance to achieve a TSX listing; and/or
- Conventional equity/debt finance; and/or
- Convertible debt; and/or
- Subordinated / Mezzanine Finance; and/or
- Project acquisitions or divestitures; and/or
- Corporate mergers and acquisitions, or similar business combinations involving TLC or a subsidiary or division thereof.

each a "Transaction". The parties acknowledge that any Transaction with Gold Fields Limited or any of its affiliates are excluded from the definition of "Transaction".

DUTIES

Endeavour will act as financial advisor to TLC and as such will provide TLC with advice and assistance regarding the solicitation, structuring, negotiating and closing of a Transaction(s). It is understood that the specific duties may vary with the type of Transaction undertaken, but in general Endeavour expects to provide the following progression of services:

1. Assisting TLC in sourcing and evaluating potential sources of debt and equity, or other financing as required to permit TLC to continue its mineral property acquisition and exploration

activities;

2. Assist TLC with undertaking detailed technical evaluation of any assets to be acquired, whether in-house or on-site, including a comprehensive review of operating histories and any geological material and reserve/resource estimates.
3. If appropriate, review relevant corporate material of the assets/TLC to be acquired, including the status of relevant corporate agreements and all available financial data.
4. Based on the foregoing review, prepare financial models for the businesses and assess the debt capacity of TLC under various scenarios (including pro-forma post-acquisition scenarios). Identify alternate debt scenarios and examine various corporate strategies opposite each debt scenario to determine the impact on future corporate cash flows.
5. Based on a review of the projected cashflows and discussions with management, identify strategic options and recommend to TLC a course of action and financing strategy.
6. Advise TLC management on payment structure, particularly with respect to the timing of payments, repatriation of funds, and repatriation regulations and procedures.

7. In terms of a debt financing Transaction, determine prospective lenders that currently have both the lending and risk profile capacity to provide funds for the particular Transaction contemplated and manage and lead the solicitation process.
8. Assist TLC with preparing the appropriate marketing document (i.e. an Information Memorandum/Financing Plan), which will be used to solicit interest from potential lenders, investors, acquirers or merger partners.
9. In conjunction with TLC management, review the most favoured candidates and evaluate each as a component of TLC's overall business strategy. Select the candidate(s) or lenders that would produce the most optimal business Transaction.
10. Assist TLC to secure a Chief Executive Officer.
11. Initiate discussions with the qualified candidate(s) and co-ordinate all subsequent contacts, including arrangement for signature of Confidentiality Agreements, co-ordinate the dissemination of information memoranda and other materials.
12. If appropriate, assist TLC with preliminary due diligence it will need to undertake on a counter-party.
13. In concert with TLC management, negotiate the initial terms of the proposed Transaction(s) and assist in the drafting of a Letter of Intent with a view to progressing to a Definitive Agreement, or in the case of a debt finance transaction, negotiate and progress the signing of a Commitment Letter from the preferred lender.
14. Establish a detailed timetable and work schedule with TLC and the selected candidate(s) and/or financial institution. This work schedule will include a comprehensive schedule of tasks, required documentation and related Transaction(s) duties, as well as the delegation of responsibility to all parties involved.

15. As appropriate, assist TLC and its lawyers with completing a detailed review of various drafts of legal agreements, loan documentation and ancillary agreements to ensure the agreed Transaction structure is accurately reflected in the documentation and to ensure TLC's future corporate flexibility is not compromised or constrained by these agreements.
16. As appropriate, provide assistance with negotiating and closing the selected Transaction(s).

COVENANTS

Endeavour covenants with TLC that at all times Endeavour will act on a basis that is fair and reasonable and exercise its powers and discharge its duties under this agreement honestly, in good faith and in what reasonably appears to Endeavour to be the best interests of TLC and, in connection therewith, shall exercise the degree of care, diligence and skill that a reasonably prudent financial advisor would exercise in comparable circumstances.

Further, Endeavour will comply with applicable securities laws and regulations in the jurisdictions in which it is representing TLC; provided that TLC, on its part, provides all information and takes such other action, acting reasonably, as shall not otherwise be available to, or in the control of Endeavour, which is required for such compliance.

ACKNOWLEDGEMENT

TLC acknowledges that:

(i) Endeavour has, or is likely to have, individual, corporate or institutional clients who are shareholders of TLC (the "Clients");
(ii) Endeavour acts, and will act, as consultant or financial advisor to other companies ("Competitors") in the same business as TLC; and
(iii) The interests of the Clients or the Competitors may come into conflict with those of TLC.

Endeavour shall be under no liability to TLC for, or as a result of, its acting as consultant or financial advisor to Competitors and Clients, or the manner in which it resolves conflicts of interest deriving therefrom, unless Endeavour has acted in any manner which is dishonest or grossly negligent.

COMMERCIAL TERMS

Endeavour's remuneration for the above services is as follows:

1. A monthly Work Fee in the amount of CDN $5,000 invoiced in advance, payable to Endeavour by TLC in cash commencing on the date of execution of this mandate. The granting of 250,000 stock options to Endeavour pursuant to TLC's Stock Option Plan

exercisable at $0.25 per common share for a period of five years.

2. A Milestone Fee of US $100,000 payable to Endeavour by TLC in cash or free trading shares, at Endeavour's election, upon TLC's execution of a Commitment Letter, Letter of Intent, or other notice of formal commitment from a perspective lender or counter-party to conclude a significant Transaction. This fee is deductible from the success fees.
3. A Success Fee payable by TLC to Endeavour, in cash or free trading shares, at Endeavour's election, at the time of closing the Transaction(s), payable as follows:

   (i) In the event of an acquisition of an asset or TLC (in whole or in part), two percent (2%) of the purchase price of the asset or two percent (2%) of the counter party's Enterprise Value defined as the cash equivalent value of any shares exchanged (priced at the average of the 10 day price prior to the Transaction closing date) plus the cash equivalent value of any short or long term debt, less cash; and any up-front or committed payment made by TLC or a subsidiary thereof, and/or any investment made or committed to be made over any future period by TLC or a subsidiary thereof, and/or any guarantee made or subsequently committed to be made by TLC or a subsidiary thereof within twelve (12) months of closing a Transaction(s).

   (ii) In the event of a divestiture of an asset or TLC (in whole or in part), two percent (2%) of the sale price of the asset or two percent (2%) of the Enterprise Value and any up-front or committed payment made by the acquirer, and/or any investment made or committed to be made over any future period by the acquirer, and/or any guarantee made or subsequently committed to be made by the acquirer within twelve (12) months of closing a Transaction(s).

   (iii) In the event of a merger or similar business combination, two percent (2%) of the Enterprise Value of the counter party or their relevant subsidiary.

   (iv) In the event of a debt financing, two and one half percent (2.5%) of the principal amount of any debt provided or committed to be provided to TLC and/or its subsidiaries, which shall include any amounts provided as part of an overrun facility and the refinancing or assumption of any existing debt.

In event that Endeavour is entitled to a fee on the debt portion of a Transaction referred to in (i), (ii) or (iii) above, the Enterprise Value will exclude that debt from the calculation.

All or part of the amounts payable to Endeavour pursuant to this agreement may be subject to tax (including goods and services tax and applicable provincial sales taxes), Where such taxes are applicable, an additional amount equal to the

amount of such taxes owing will be charged to and be paid by TLC.

Any amounts due and payable hereunder and outstanding for in excess of forty-five (45) calendar days shall accrue interest at the prevailing LIBOR one month fixing rate for CDN$ plus six percent (6%), compounding on a monthly basis, both before and after judgment.

SEAT ON THE TLC BOARD OF DIRECTORS

During the term of this agreement, Endeavour will be entitled to nominate for election one nominee mutually acceptable as a director of TLC in all management information circulars prepared and circulated by management of TLC, and will solicit proxies for the election of such nominee. This right will only be exercisable when the articles of TLC are amended to allow for such nomination.

EXPENSES

Endeavour requires that all reasonable out of pocket costs, charges and expenses, including travel, incurred by it in the performance of its obligations under this mandate be reimbursed. Prior approval will be obtained before incurring any expenses in excess of CDN $2,500.

REPORTING REQUIREMENTS

Endeavour will report to TLC on a regular basis in such detail as TLC may reasonably request in connection with Endeavour's performance of its services hereunder.

TLC will provide to Endeavour such information, documents, data, advice, opinions and representations as Endeavour may reasonably request relating to any Transaction that is the subject of this agreement. TLC represents and warrants that any information furnished to Endeavour will not knowingly contain any untrue statement of a material fact, or knowingly omit a material fact. TLC shall ensure that Endeavour is advised on a timely basis of any material change that may be reasonably considered relevant to this agreement.

CONFIDENTIALITY

Endeavour acknowledges that the business carried on by TLC and it subsidiaries is an extremely competitive business and that disclosure of any confidential information about the business or financial affairs of TLC and its subsidiaries would place them at a competitive disadvantage. Endeavour shall use its reasonable commercial efforts to preserve and protect the confidential nature of any information concerning the business or financial affairs of TLC or any of its dealings, transactions or affairs which may be disclosed to Endeavour by employees, officers or agents of TLC during the duration of this agreement. Without restricting the generality of the foregoing, Endeavour shall not:

(i) Disclose any of the aforesaid information to third parties without the prior written consent of TLC, provided that such

consent shall not be required where the information is disclosed:

(ii) To the employees, officers, representatives, agents or professional advisors of Endeavour to enable such persons to assist Endeavour in providing consulting services to TLC hereunder;

a) To the employees, officers, agents or professional advisors of TLC or such other persons as TLC management may designate;
b) Pursuant to any law, statute or regulation, ordinance or administrative, regulatory or judicial order; or

(iii) Use any of the aforesaid information for its own purpose or benefit or to the detriment or intended probable detriment of TLC.

The foregoing covenants of Endeavour shall not apply to information which:

(i) Through no act or omission of Endeavour is or becomes generally known or part of the public domain;
(ii) Is furnished to others by TLC without restriction on disclosure; or
(iii) Is lawfully furnished to Endeavour by a third party without Endeavour's knowledge of a breach of any restriction on disclosure owed to TLC.

INDEMNITIES

Please see Schedule A attached hereto.

TERMINATION

If accepted, this agreement between Endeavour and TLC will be in effect for a minimum period of six (6) months, and shall continue in force on a month-to-month basis, subject to termination on thirty (30) days written notice. However, TLC may terminate this agreement without prior notice for just cause, which shall include:

(i) Endeavour committing an act of bankruptcy or becoming involved in any fraud or dishonest or serious misconduct in circumstances that would, in the reasonable opinion of TLC, make Endeavour unsuitable to act on behalf of TLC; and
(ii) Endeavour failing to comply with any terms of this agreement with such failure not being rectified within fifteen (15) days of receipt of notice thereof from TLC.

Endeavour may terminate this agreement without prior notice for just cause, which shall include:

(i) TLC committing an act of bankruptcy or becoming involved in any fraud or dishonest or serious misconduct in circumstances that would, in the opinion of Endeavour, make representation of TLC by Endeavour unsuitable;
(ii) TLC failing to comply with the terms of this agreement with such failure not being rectified within fifteen (15) days of receipt of notice from Endeavour; and

If this agreement is terminated for any reason, Endeavour shall be entitled to receive, and TLC shall pay, Endeavour's fees and reimbursable expenses to the date of termination.

TRANSACTIONS AFTER TERMINATION

In the event that, within twelve (12) months of termination, a Transaction is concluded with:

1. A party contacted by Endeavour or TLC, or one who has contacted Endeavour or TLC during the term of this Agreement; or
2. Any party who is an affiliate of the foregoing; then

Endeavour will be entitled to the Success Fee as though no such termination had occurred.

BINDING AGREEMENT

If you are in agreement with the terms of this proposal as outlined herein, please indicate your agreement by signature below, at which time this proposal shall become a binding agreement between the parties and shall be governed by and construed in accordance with the laws of British Columbia.

Yours very truly,

ENDEAVOUR FINANCIAL LTD.

/s/
- ------------------------------
Gordon Keep
Managing Director - Corporate Finance
AGREED AND ACCEPTED dated this 12 day of December, 2003 on behalf of:

TLC Venture Corp.

/s/
- ------------------------------
Signature

Edward Farrauto - President
- ------------------------------
Name - Title

SCHEDULE A - INDEMNITY

TLC hereby agrees to indemnify and save Endeavour, its affiliates and their respective directors, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") harmless from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind, including any investigation expenses incurred by any Indemnified Party, to which any Indemnified Party may become subject by reason of the performance of professional services rendered to TLC hereunder.

This indemnity will not apply in the event and to the extent that a court of competent jurisdiction in a final judgment shall determine that the Indemnified Party was negligent, guilty of wilful misconduct or was in breach of this agreement.

In case any action is brought against an Indemnified Party in respect of which indemnity may be sought against TLC, the Indemnified Party will give TLC prompt written notice of any such action of which the Indemnified Party has knowledge and TLC will undertake the investigation and defence thereof on behalf of the Indemnified Party, including employment of counsel acceptable to such Indemnified Party and make payment of all expenses.

No admission of liability and no settlement of any action shall be made without the consent of TLC and the Indemnified Parties affected, such consent not to be unreasonably withheld.

Notwithstanding that TLC will undertake the investigation and defence of any action, an Indemnified Party will have the right to employ separate counsel in any such action and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

(a) Employment of such counsel has been authorized by TLC; or
(b) TLC has not assumed the defence of the action within a reasonable period of time after receiving notice of the action; or
(c) The named parties to any such action include both TLC and the Indemnified Party and the Indemnified Party shall have been advised by counsel that there may be a conflict of interest between TLC and the Indemnified Party; or
(d) There are one or more legal defences available to the Indemnified Party which are different from or in addition to those available to TLC.

TLC hereby constitutes Endeavour as trustee for each other Indemnified Party and TLC under this paragraph with respect to such other Indemnified Parties and Endeavour agrees to accept such trust and to hold and enforce such covenants on behalf of such Indemnified Parties.

EXHIBIT 4.5

TLC VENTURES CORP.
700 - 900 West Hastings Street, Vancouver, BC, V6C 1E5
Fax: 604-687-3912

December 11, 2003

Orogen Holding (BVI) Limited
c/o Gold Fields Exploration Inc.
6400 S Fiddlers Green Circle
Englewood, CO 80111
USA
Fax: +1(303)796-8683

Attention: Craig Nelsen, Director

Dear Craig:

STRATEGIC ALLIANCE AGREEMENT

For good and valuable consideration, we provide this letter to confirm the terms and conditions agreed to in respect of our strategic relationship (the "Strategic Alliance"). By signing this letter the parties are confirming that they have entered into a binding agreement (the "Agreement") on the terms and conditions contained herein.

DEFINITIONS

In this Agreement:

"Non-Strategic Project" means any Project (as defined below) owned or held by the mineral exploration subsidiary of Gold Fields Limited, Orogen Holding (BVI) Limited ("Orogen"), or any subsidiaries of Orogen (collectively with Orogen, "Gold Fields"), that in its sole discretion it intends to dispose of to a third party in an arms' length transaction but specifically excludes Projects the holding of which or transacting upon Gold Fields in its sole discretion deems to be strategic to its business or that through other contractual agreements it is required to offer to other parties as part of previous agreements.

"Project" means any portion of a party's interest in, or rights to acquire an interest in, mineral concessions in any location.

"Project Data" means all information of all types and descriptions whatsoever and in whatever storage medium over which the party has possession or control and which may be provided to another party without violating any terms or conditions of any agreements, orders or instruments by which they are bound

insofar as the same relates to a Project, including, but not limited to the following: (a) all maps, surveys, test results, samples and sampling results, reports, interpretations, studies, analyses, feasibility studies, and all other information and data derived by or on behalf of the Project owner in the course of exploration or other activities or operations on or in connection with the Project, and (b) all business files, records and information relating to the Project.

RIGHT OF FIRST REVIEW

Should TLC Ventures Corp. or any of its subsidiaries (collectively, the "Company") intend to transfer, assign, option or joint venture a Project owned or controlled by the Company to an arms' length third party directly or indirectly, Gold Fields shall have an exclusive right of first review of the Project Data. The Company will give Gold Fields written notice of its intention to offer a Project for transfer, assignment, option or joint venture. Within 5 business days of receipt of the notice, Gold Fields may execute and deliver to the Company a confidentiality agreement in form reasonably acceptable to the parties and will then have the exclusive right to review all Project Data for a 10-business day period, after which the Company may contact other potential transferees, assignees, optionees or joint

venture partners. The 10-business day review period will be deemed to have started on the business day that the Project Data is received by Gold Fields. The Company will not (a) make known to any third party its intention to transfer, assign, option or joint venture a Project; or (b) make any Project Data available to any such third party until the 10-business day period has elapsed.

Should Gold Fields intend to transfer, assign, option or joint venture a Non-Strategic Project to an arms' length third party directly or indirectly, the Company shall have an exclusive right of first review of the Project Data. Gold Fields will give the Company written notice of its intention to offer a Non-Strategic Project for transfer, assignment, option or joint venture. Within 5 business days of receipt of the notice, the Company may execute and deliver to Gold Fields a confidentiality agreement in form reasonably acceptable to the parties and will then have the exclusive right to review all Project Data for a 10-business day period, after which Gold Fields may contact other potential transferees, assignees, optionees or joint venture partners. The 10-business day review period will be deemed to have started on the business day that the Project Data is received by the Company. Gold Fields will not (a) make known to any third party its intention to transfer, assign, option or joint venture a Project; or (b) make any Project Data available to any such third party until the 10-business day period has elapsed.

PRO-RATA PRE-EMPTIVE RIGHT

Each time the Company proposes to issue any equity security or a security that is convertible into an equity security (collectively referred to herein as "Equity Securities"), the Company shall offer to Gold Fields the right to purchase that number of such Equity Securities equal to the number of common

shares of the Company owned by Gold Fields divided by the number of issued and outstanding shares of the Company multiplied by the number of Equity Securities to be issued by the Company as of the date of the written notice described below. The Company will deliver written notice of its intention to issue Equity Securities to Gold Fields stating the number of Equity Securities that Gold Fields is entitled to purchase along with the terms and conditions of such offering. Gold Fields will have five business days from the receipt of the written notice to offer to purchase, in whole or in part, the number of Equity Securities that it is entitled to purchase. The closing of the purchase by Gold Fields will be concurrent with the closing of the Equity Security financing; provided, however, that Gold Fields' obligation to purchase the Equity Securities will be conditioned upon the closing of the entire offering, which condition Gold Fields may waive in whole or in part. The Company may sell to a third party any Equity Securities not purchased by Gold Fields in accordance with these terms.

This pro-rata pre-emptive right does not apply to options issued pursuant to an incentive stock option plan for directors, employees and consultants of the Company adopted in accordance with the rules and policies of a Canadian stock exchange, the issuance of any security upon the conversion or exercise of any outstanding security or any issuance where the Company's shareholders are treated equally such as a subdivision, amalgamation or reorganization.

GENERAL TERMS

The term of this Agreement (and the rights and obligations hereunder other than the confidentiality provision in the following paragraph) is three years from the date first written above.

Except as may be require by a stock exchange or other trading facility or by any rule, regulation or law of any kind whatsoever which is applicable to a party, while this Agreement is in effect and for a period of one year thereafter, each party shall keep confidential all discussions and communications between them including. without limitation, all information communicated therein and all written and printed materials of any kind whatsoever exchanged between them and, if requested by a party to do so, the other party shall arrange for its directors, officers, employees, authorized agents and representatives that are or that may become aware of the relationship between the parties created by this Agreement to provide to the first party a letter confirming their agreement. to. be personally bound by these non-disclosure provisions.

Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement.

This Agreement constitutes the entire agreement between the parties hereto in respect of the matters referred to herein. This Agreement is governed by the laws of British Columbia and the laws of Canada applicable therein. The parties hereby submit to the jurisdiction of the Courts of British Columbia in connection with any disputes arising hereunder.

Any notice or other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand or by fax to the parties at the addresses set out above.

This Agreement may be signed by fax and in counterpart.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals effective as of the date first above written.

SIGNED, SEALED AND DELIVERED BY
TLC VENTURES CORP, per:

/s/
- ----------
Authorized Signatory

Name of Signatory: Edward Farrauto

Title of Signatory: President

SIGNED, SEALED AND DELIVERED BY
OROGEN HOLDING (BVI) LIMITED per:

/s/
- ----------
Authorized Signatory

Name of Signatory: Paul Fortin

Title of Signature: Director

EXHIBIT 4.6

SUBLEASE AGREEMENT

THIS SUBLEASE is dated the 5th day of March, 2004.

AMONG:

ONTREA INC., BY ITS DULY AUTHORIZED AGENT
CADILLAC VAIRVIEW MANAGEMENT SERVICES INC.
(the "Landlord")

OF THE FIRST PART

- and -

FORBES TRAVEL INTERNATIONAL LTD.
(the "Tenant")

OF THE SECOND PART

- and -

TLC VENTURES CORP.
(the "Sub-Tenant")

OF THE THIRD PART

WHEREAS:

A. By a lease dated the 26th day of August, 2002, and made between the Landlord and the Tenant (the "Lease"), the Landlord leased to the Tenant for and during a term of five (5) years, from and including the 1st day of December, 2002, to and including the 30th day of November, 2007 (the "Term"), subject to and upon the terms, covenants and conditions contained in the Lease, certain premises containing a certified Rentable Area of one thousand eight hundred eighty (1,880) square feet (174.65 square metres), designated as Suite No. 285 on the 2nd floor (the "Premises"), located at Granville Square (the "Building"), in the City of Vancouver, in the Province of British Columbia, and which are shown cross hatched in red on Schedule "B" attached to the Lease;

B. The Tenant intends to sublease the Premises to the Sub-Tenant, (the "Subleased Premises"), with the prior written consent of the Landlord in accordance with the terms of the Lease;

NOW THEREFORE THIS SUBLEASE WITNESSETH that in consideration of the sum of Two Dollars ($2.00) now paid by each of the Parties to the other, the receipt and sufficiency of which is hereby respectively acknowledged:

1. GRANT - The Tenant hereby subleases to the Sub-Tenant the Subleased Premises containing a Rentable Area of approximately one thousand eight hundred eighty (1,880) square feet (174.65 square metres) on the 2nd floor as shown outlined in red on Schedule "A" attached hereto, for and

during a term (the "Sublease Term"), commencing on the 1st day of April, 2004, (the "Effective Date"), and expiring one day before the expiration of the Term demised by the Lease, in accordance with and subject to the terms, covenants and conditions contained in this Sublease and to the observance and performance by the Sub-Tenant of all of the terms, covenants and conditions contained in the Lease to be observed and performed by the Tenant with respect to the Subleased Premises.

2. COVENANTS OF SUB-TENANT

(a) The Sub-Tenant hereby covenants and agrees to and with the Landlord and the Tenant that It shall, throughout the Sublease Term:

(i) pay to the Tenant Net Rent based upon an annual rate of FOUR DOLLARS ($4.00) per square foot ($43.06 per square metre) of the Rentable Area of the Subleased Premises; and

(ii) pay to the Tenant the same Additional Rent in respect of the Subleased Premises as the Tenant is required to pay under the Lease, including, without limitation, goods and services taxes or other taxes charged on rentals or arising out of the occupancy of the Subleased Premises; and

(iii) observe and perform all of the terms, covenants and conditions on the part of the Tenant contained in the Lease to be paid, observed and performed with respect to the Subleased Premises and shall indemnify the Tenant and the Landlord against all actions, claims, expenses and demands in respect of such obligations.

(b) The Tenant acknowledges that the Sub-Tenant has paid a deposit of THIRTEEN THOUSAND TWO HUNDRED TWENTY TWO DOLLARS AND NINETY ONE CENTS ($13,222.91) to be applied without interest to the Rent due under this Sublease as per the schedule outlined as follows:

April 1, 2004	$3,302.38
March 1, 2005	$3,309.08
September 1, 2006	$3,309.08
November 1, 2007	$3,302.38

(c) The Sub-Tenant acknowledges to and with the Landlord and the Tenant that:

(i) it has received a copy of the executed Lease and is familiar with the terms, covenants and conditions contained therein and agrees to be bound by those provisions as they relate to the Subleased Premises; and

(ii) it waives any rights the Sub-Tenant may have under any legal or equitable rule of law or under the applicable Landlord and Tenant legislation of the Province, as amended from time to time, or any other applicable legislation, to apply to a court

or to otherwise elect to or obtain the right to do any of the following:

(A) retain the unexpired Term of the Lease or the unexpired Sublease Term;
(B) obtain any right to enter into any lease or other agreement directly with the Landlord for the Premises, or
(C) otherwise remain in possession of any portion of the Premises,

in any case where the Lease is (i) terminated, surrendered or otherwise cancelled, including a disclaimer of the Lease by a trustee in bankruptcy of the Tenant, and including any repudiation of the Lease by the Tenant pursuant to bankruptcy legislation, or (ii) assigned, sold, disposed of, or otherwise dealt.

(d) The Sub-Tenant agrees to use the Subleased Premises for the purpose of general business offices only.

(e) The Sub-Tenant will take possession of the Subleased Premises in the condition in which they existed on the Effective Date and will have the use of the fixed partitioning, carpeting, window coverings, light fixtures, partitioning doors and hardware and all Leasehold Improvements then in the Subleased Premises, as well as the trade fixtures as more particularly set out herein:

(A) The Sub Tenant shall have the use of the furniture, equipment, appliances, artwork and patio furniture located in the Subleased Premises as of January 29, 2004.
(B) The Sub-Tenant shall have the option of purchasing the above noted trade fixtures from the Tenant for the sum of ONE DOLLAR ($1.00). In the event the Sub-Tenant does not elect to purchase the Tenant's trade fixtures as set out herein, the Tenant will arrange for the removal of same from the Subleased Premises, at the Tenant's sole cost and expense.
(C) The Sub-Tenant shall be permitted to install new Leasehold improvements or make Alterations to existing Leasehold Improvements in accordance with the terms of the Lease with the prior written approval of the Tenant and the Landlord, such approval not to be unreasonably withheld. The Landlord acknowledges and agrees that the Sub-Tenant shall be

performing a renovation to the Subleased Premises, at the Sub-Tenant's sole expense, which renovation shall include painting, carpeting, new baseboards and the construction of two (2) offices within the Subleased Premises. All work shall be performed in accordance with and pursuant to the terms of the Lease.

(f) The Landlord and the Tenant acknowledge and agree that the Sub-Tenant

shall have the use, during the Sublease Term of the two (2) unreserved parking stalls in the parking facility serving the Building which the Tenant Is licensed to use pursuant to Section 11.22 of the Lease. It is further understood and agreed that the Sub Tenant will pay directly to the Landlord, or the parking facility operator as directed by the Landlord, the prevailing monthly rate as established by the Landlord from time to time for the use of such parking stalls. Upon written request from the Landlord, the Sub Tenant shall enter into a separate parking agreement with the Landlord (or the parking operator if the Landlord so directs) with respect to the above mentioned parking spaces.

(g) At the expiration or earlier termination of the Sublease Term, the Sub-Tenant shall remove its Trade Fixtures, as well as the Tenant's trade fixtures which the Sub-Tenant has the use of during the Sublease Term, and shall repair any damage to the Subleased Premises or the Building caused by such removal, but shall otherwise surrender and deliver vacant possession of the Subleased Premises to the Tenant in an "as is" condition.

3. CONSENT AND CONDITIONS - The Landlord hereby grants its consent to this Sublease subject to the following conditions:

(a) the Sub-Tenant shall be jointly and severally liable with the Tenant to observe and perform the Tenant's obligations in the Lease with respect to the Subleased Premises (other than the payment of Net Rent, the Sub-Tenant's liability for which shall be limited to the amount payable by the Sub-Tenant under Paragraph 2 of this Sublease);

(b) the Tenant hereby covenants and agrees to and with the Landlord that it remains jointly and severally liable with the Sub-Tenant under the Lease with respect to the Subleased Premises and that the Tenant is not released from the performance of any of the terms, covenants and conditions contained in the Lease and further, the Tenant will indemnify the Landlord and save it harmless from and against any and all costs and expenses incurred as a result of this Sublease and the Landlord's consent hereto;

(c) the Landlord's consent does not constitute a waiver of the necessity for obtaining consent to any assignment of the Lease or further subletting of the Premises or any other Transfer of the Lease, nor Is it to be construed or interpreted as a forfeiture of any of the rights of the Landlord contained in the Lease;

(d) any and all costs, legal or otherwise, incurred by the Landlord with respect to this Sublease and the Landlord's consent provided for in this Sublease shall be borne entirely by the Tenant and the Tenant hereby covenants to promptly indemnify and save harmless the Landlord from and against any and all costs so incurred;

(e) by giving its consent, the Landlord does not acknowledge or approve of any of the terms of this Sublease (or any other related agreements) as between the Tenant and the Sub-Tenant, except for the subletting of the Premises itself; and

(f) the Sub-Tenant shall not enter into or take possession of the Subleased Premises until:

(A) it has delivered to the Landlord certificates of insurance or, if required by the Landlord's Mortgagee, certified copies of any insurance policy which the Sub-Tenant is required to take out pursuant to this Sublease (being all such insurance as the Tenant is required, under the terms of the Lease, to maintain in respect of the Subleased Premises); and

(B) it has obtained all required permits, licenses and approvals from all governmental authorities having jurisdiction for the carrying on by the Sub-Tenant of its permitted business in the Subleased Premises.

(h) The Landlord acknowledges that the provisions of Section 8.03(c) of the Lease shall not apply to this Sublease.

4. TENANT'S EXERCISE OF RIGHTS

(a) It is understood and agreed that if:

(i) the Sub-Tenant falls to pay any Rent (Including Net Rent and Additional Rent) or other sums due hereunder on the day or data appointed for the payment thereof (provided the tenant first elves four (4) days written notice to the Sub-Tenant of any such failure); or

(ii) the Sub-Tenant fails to observe or perform any of the terms, covenants or conditions of this Sublease to be observed or performed by the Sub-Tenant (other than those terms, covenants or conditions more specifically set out in the Lease for which no notice shall be required) provided the Tenant first gives the Sub-Tenant fourteen (14) days, (or such shorter period of time as is otherwise provided in subparagraph (b) hereof), written notice of any such failure to perform and the Sub-Tenant within such period of fourteen (14) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform,

then the Tenant shall have the right 'to terminate this Sublease and the Tenant shall forthwith re-enter the Subleased Premises as though the Sub-Tenant had not been in possession thereof, subject, however, to the terms, covenants and conditions contained In the Lease, including, without limitation, the provisions of Article VIII and to the rights of the Landlord provided for in the Lease, or at law. Notwithstanding any such reentry It is understood and agreed that Rent continues to be payable in accordance with the terms of the Lease and all of the other terms, covenants and conditions contained in the Lease are to be observed and performed in accordance with the terms of the Lease.

(b) Notwithstanding THE PROVISIONS OF PARAGRAPH 4(a)(ii) HEREOF, IF THE Sub-Tenant IS IN default in the performance of any of its covenants or obligations hereunder (other than the payment of Rent or other sums

required to be paid pursuant to this Sublease) the Tenant may from time to time after giving such notice as it considers sufficient (or without notice in the case of an emergency), having regard to the circumstances applicable, perform or cause to be performed any of such covenants or obligations, or any part thereof, and for such purpose may do such things as may be required including, without limitation, entering upon the Subleased Premises and doing such things upon or in respect of the Subleased Premises or any part thereof as the Tenant reasonably considers requisite or necessary. All expenses Incurred and expenditures made pursuant to this subparagraph shall be paid by the Sub-Tenant as Additional Rent, or otherwise as may be the case, forthwith upon demand. The Tenant shall have no liability to the Sub-Tenant for any loss or damages resulting from any such action or entry by the Tenant upon the Subleased Premises.

5. COVENANTS OF TENANT - The Tenant covenants to and with the Sub-Tenant during the Sublease Term for quiet enjoyment and to pay all Rent reserved under the Lease and not to cause any default in the performance of the Tenant's obligations under the Lease.

6. NOTICE - Any and all notices or demands by and from any of the parties hereto to the other shall be in writing and may be served either personally or by registered mail. Any such notice:

(a) in the case of the Tenant shall be served on the Tenant at the Premises or, at the Landlord's option, at the Tenant's head office at c/o Colliers International, 16th Floor, 200 Granville Street, Vancouver, B.C.

(b) in the case of the Sub-Tenant shall be served on the Sub-Tenant at the Subleased Premises or, at the Landlord's option, at the Sub-Tenant's head office, at Suite 700, 900 West Hastings Street, Vancouver, British Columbia, V6C 3E8;

(c) in the case of the Landlord shall be served on the Landlord at the Landlord's head office at 20 Queen Street West, Toronto, Ontario M5H 3R4, Attention: Corporate Secretary.

Any Party may change the address set out above by appropriate written notice to the other Parties. In any case, any such written notice shall be deemed to have been received on the date of its delivery or, if mailed, two (2) business days after the mailing thereof. Where the terms of the Lease require or permit the Tenant to give a notice to the Landlord, the Sub-Tenant shall give a comparable notice to the Tenant not less than one (1) day before the last day on which the Tenant is to give such notice to the Landlord and where the

terms of the Lease require or permit the Landlord to give notice to the Tenant, the Tenant may give a comparable notice to the Sub-Tenant up to one (1) day after the last date on which the Landlord is entitled to give such notice to the Tenant. It is understood and agreed that the Landlord shall give notice of all breaches under the

Lease by the Tenant and/or the Sub-Tenant to each of the Tenant and the Sub-Tenant in accordance with the terms of the Lease.

7. CONFIRMATION - The Parties hereto do in all other respects hereby confirm that the Lease is in full force and effect, unchanged and unmodified except in accordance with this Sublease. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.

8. PARTIAL INVALIDITY - If any term, obligation or condition of this Sublease, or its application to any Person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then the term, obligation or condition (a) is deemed to be independent of the remainder of this Sublease and to be severable and divisible from it, and its Invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Sublease or any part of it; and (b) continues to be applicable and enforceable to the fullest extent permitted by law against any Person and circumstance except those to which it, or its application, has been held or rendered invalid, unenforceable or illegal.

9. BINDING - This Sublease enures to the benefit of the Landlord and its successors and assigns, and shall be binding upon each of the other Parties and each of their heirs, executors, administrators, and permitted successors and permitted assigns, respectively.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the day and year first above written.

ONTREA INC., BY ITS DULY AUTHORIZED AGENT
CADILLAC VAIRVIEW MANAGEMENT SERVICE INC.

(Landlord)

Per:

Authorized Signature

Per:

Authorized Signature

I/We have authority to bind the corporation.

FORBES TRAVEL INTERNATIONAL LTD.

(Tenant)

Per: /s/

Authorized Signature

I/We have authority to
bind the corporation.

TLC VENTURES CORP.

(Sub-Tenant)

Per: /s/

Authorized Signature

I/We have authority to bind the corporation.

SCHEDULE "A" - FLOOR PLAN OF SUBLEASED PREMISES

[FLOOR PLAN OF "GRANVILLE SQUARE" -- 200 GRANVILLE STREET, VANCOUVER, B.C., 2ND FLOOR]

EXHIBIT 4.7

TLC VENTURES CORP.

STOCK OPTION PLAN

EFFECTIVE DATE: APRIL 29, 2004

Approved by the Board of
Directors on April 29, 2004.

Approved by the
Shareholders on May 26, 2004.

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STOCK OPTION PLAN

SECTION 1
DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

As used herein, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the meanings set forth below:

(a) "Administrator" means such Executive or Employee of the Company as may be designated as Administrator by the Committee from time to time, if any.

(b) "Associate" means, where used to indicate a relationship with any person:

(i) any relative, including the spouse of that person or a relative of that person's spouse, where the relative has the same home as the person;

(ii) any partner, other than a limited partner, of that person;

(iii) any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity; and

(iv) any corporation of which such person beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the corporation.

(c) "Black-Out" means a restriction imposed by the Company on all or any of its directors, officers, employees, insiders or persons in a special relationship whereby they are to refrain from trading in the Company's securities until the restriction has been lifted by the Company.

(d) "Board" means the board of directors of the Company.

(e) "Change of Control" means an occurrence when either:

(i) a Person or Entity, other than the current "control person" of the Company (as that term is defined in the SECURITIES ACT), becomes a "control person" of the Company; or

(ii) a majority of the directors elected at any annual or extraordinary general meeting of shareholders of the Company are not individuals nominated by the Company's then-incumbent Board.

(f) "Committee" means a committee of the Board appointed in accordance with this Plan or if no such committee is appointed, the Board itself.

(g) "Company" means TLC Ventures Corp.

(h) "Consultant" means an individual who:

(i) is engaged to provide, on an ongoing BONA FIDE basis, consulting, technical, management or other services to the Company or any Subsidiary other than services provided in relation to a "distribution" (as that term is described in the SECURITIES ACT);

(ii) provides the services under a written contract between the Company or any Subsidiary and the individual or a Consultant Entity (as defined in clause (h)(v) below);

(iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or any Subsidiary; and

(iv) has a relationship with the Company or any Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Company or is otherwise permitted by applicable Regulatory Rules to be granted Options as a

Consultant or as an equivalent thereof,

and includes:

(v) a corporation of which the individual is an employee or shareholder or a partnership of which the individual is an employee or partner (a "Consultant Entity"); or

(vi) an RRSP or RRIF established by or for the individual under which he or she is the beneficiary.

(i) "Disability" means a medically determinable physical or mental impairment expected to result in death or

to last for a continuous period of not less than 12 months, and which causes an individual to be unable to engage in any substantial gainful activity, or any other condition of impairment that the Committee, acting reasonably, determines constitutes a disability.

(j) "Employee" means:

(i) an individual who works full-time or part-time for the Company or any Subsidiary and such other individual as may, from time to time, be permitted by applicable Regulatory Rules to be granted Options as an employee or as an equivalent thereto; or

(ii) an individual who works for the Company or any Subsidiary either full-time or on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or any Subsidiary over the details and methods of work as an employee of the Company or any Subsidiary, but for whom income tax deductions are not made at source,

and includes:

(iii) a corporation wholly-owned by such individual; and

(iv) any RRSP or RRIF established by or for such individual under which he or she is the beneficiary.

(k) "Executive" means an individual who is a director or officer of the Company or a Subsidiary, and includes:

(i) a corporation wholly-owned by such individual; and

(ii) any RRSP or RRIF established by or for such individual under which he or she is the beneficiary.

(l) "Exercise Notice" means the written notice of the exercise of an Option, in the form set out as Schedule "B" hereto, duly executed by the Option Holder.

(m) "Exercise Period" means the period during which a particular Option may be exercised and is the period from and including the Grant Date through to and including the Expiry Time on the Expiry Date provided, however, that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.

(n) "Exercise Price" means the price at which an Option is exercisable as determined in accordance with section 5.3.

(o) "Expiry Date" means the date the Option expires as set out in the Option Certificate or as otherwise determined in accordance with sections 5.4, 6.2, 6.3, 6.4 or 11.4.

(p) "Expiry Time" means the time the Option expires on the Expiry Date, which is 5:00 p.m. local time in Vancouver, British Columbia on the Expiry Date.

(q) "Grant Date" means the date on which the Committee grants a particular Option, which is the date the Option comes into effect provided however that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.

(r) "Insider" means an insider as that term is defined in the SECURITIES ACT;

(s) "Market Value" means the market value of the Shares as determined in accordance with section 5.3.]

(t) "Option" means an incentive share purchase option granted pursuant to this Plan entitling the Option Holder to purchase Shares of the Company.

(u) "Option Certificate" means the certificate, in substantially the form set out as Schedule "A" hereto, evidencing the Option.

(v) "Option Holder" means a Person or Entity who holds an unexercised and unexpired Option or, where applicable, the Personal Representative of such person.

(w) "Outstanding Issue" means the number of Shares that are outstanding (on a non-diluted basis) immediately prior to the Share issuance or grant of Option in question.

(x) "Person or Entity" means an individual, natural person, corporation, government or political subdivision or agency of a government, and where two or more persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such partnership, limited partnership, syndicate or group shall be deemed to be a Person or Entity.

(y) "Personal Representative" means:

(i) in the case of a deceased Option Holder, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and

(ii) in the case of an Option Holder who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Option Holder.

(z) "Plan" means this stock option plan as from time to time amended.

(aa) "Regulatory Approvals" means any necessary approvals of the Regulatory Authorities as may be required from time to time for the implementation, operation or amendment of this Plan or for the Options granted from time to time hereunder.

(bb) "Regulatory Authorities" means all organized trading facilities on which the Shares are listed, and all securities commissions or similar securities regulatory bodies having jurisdiction over the Company, this Plan or the Options granted from time to time hereunder.

(cc) "Regulatory Rules" means all corporate and securities laws, regulations, rules, policies, notices, instruments and other orders of any kind whatsoever which may, from time to time, apply to the implementation,

operation or amendment of this Plan or the Options granted from time to time hereunder including, without limitation, those of the applicable Regulatory Authorities.

(dd) "SECURITIES ACT" means the SECURITIES ACT (British Columbia), RSBC 1996, c.418 as from time to time amended.

(ee) "Share" or "Shares" means, as the case may be, one or more common shares without par value in the capital stock of the Company.

(ff) "Subsidiary" means a wholly-owned or controlled subsidiary corporation of the Company.

(gg) "Triggering Event" means:

(i) the proposed dissolution, liquidation or wind-up of the Company;

(ii) a proposed merger, amalgamation, arrangement or reorganization of the Company with one or more corporations as a result of which, immediately following such event, the shareholders of the Company as a group, as they were immediately prior to such event, are expected to hold less than a majority of the

outstanding capital stock of the surviving corporation;

(iii) the proposed acquisition of all or substantially all of the issued and outstanding shares of the Company by one or more Persons or Entities;

(iv) a proposed Change of Control of the Company;

(v) the proposed sale or other disposition of all or substantially all of the assets of the Company; or

(vi) a proposed material alteration of the capital structure of the Company which, in the opinion of the Committee, is of such a nature that it is not practical or feasible to make adjustments to this Plan or to the Options granted hereunder to permit the Plan and Options granted hereunder to stay in effect.

(hh) "TSX-VN" means the TSX Venture Exchange Inc.

(ii) "Vest" or "Vesting" means that a portion of the Option granted to the Option Holder which is available to be exercised by the Option Holder at any time and from time to time.

1.2 CHOICE OF LAW

The Plan is established under, and the provisions of the Plan shall be subject to and interpreted and construed in accordance with, the laws of the Province of British Columbia. The Company and each Option Holder hereby attorn to the jurisdiction of the Courts of British Columbia.

1.3 HEADINGS

The headings used herein are for convenience only and are not to affect the interpretation of the Plan.

SECTION 2
GRANT OF OPTIONS

2.1 GRANT OF OPTIONS

The Committee (or the Board if no Committee is in place) shall, from time to time in its sole discretion, grant Options to such Persons or Entities and on such terms and conditions as are permitted under this Plan.

2.2 RECORD OF OPTION GRANTS

The Committee shall be responsible to maintain a record of all Options granted under this Plan and such record shall contain, in respect of each Option:

(a) the name and address of the Option Holder;

(b) the category (Executive, Employee or Consultant) under which the Option was granted to him, her or it;

(c) the Grant Date and Expiry Date of the Option;

(d) the number of Shares which may be acquired on the exercise of the Option and the Exercise Price of the Option;

(e) the vesting and other additional terms, if any, attached to the Option; and

(f) the particulars of each and every time the Option is exercised. 2.3 EFFECT OF PLAN

All Options granted pursuant to the Plan shall be subject to the terms and conditions of the Plan notwithstanding the fact that the Option Certificates issued in respect thereof do not expressly contain such terms and conditions but instead incorporate them by reference to the Plan. The Option Certificates will be issued for convenience only and in the case of a dispute with regard to any matter in respect thereof, the provisions of the Plan and the records of the Company shall prevail over the terms and conditions in the Option Certificate, save and except as noted below. Each Option will also be subject to, in addition to the provisions of the Plan, the terms and conditions contained in the schedules, if any, attached to the Option Certificate for such Option. Should the terms and conditions contained in such schedules be inconsistent with the provisions of the Plan, such terms and conditions will supersede the provisions of the Plan.

SECTION 3
PURPOSE AND PARTICIPATION

3.1 PURPOSE OF PLAN

The purpose of the Plan is to provide the Company with a share-related mechanism to attract, retain and motivate qualified Executives, Employees and Consultants, to incent such individuals to contribute toward the long term goals of the Company, and to encourage such individuals to acquire Shares of the Company as long term investments.

3.2 PARTICIPATION IN PLAN

The Committee shall, from time to time and in its sole discretion, determine those Executives, Employees and Consultants, if any, to whom Options are to be granted.

3.3 LIMITS ON OPTION GRANTS - TIER 1 ISSUER

If the Company is listed on TSX-VN as a Tier 1 issuer, the following limitations shall apply to the Plan and all Options thereunder so long as such limitations are required by the TSX-VN:

(a) the maximum number of Options which may be granted to any one Option Holder under the Plan within any 12 month period shall be 5% of the Outstanding Issue, unless the Company has obtained the approval of the disinterested shareholders of the Company;

(b) with respect to section 5.1, the Expiry Date of an Option shall be no later than the tenth anniversary of the Grant Date of such Option;

(c) the maximum number of Options which may be granted to any one Consultant within any 12 month period must not exceed 2% of the Outstanding Issue; and

(d) the maximum number of Options which may be granted within any 12 month period to Employees or Consultants engaged in investor relations activities must not exceed 2% of the Outstanding Issue and such options must vest in stages over 12 months with no more than 25% of the Options vesting in any three month period,

and such limitation will not be an amendment to this Plan requiring the Option Holders consent under section 9.2
of this Plan.

3.4 LIMITS ON OPTION GRANTS - TIER 2 ISSUER

If the Company is listed on TSX-VN as a Tier 2 issuer, the following limitations shall apply to the Plan and all Options thereunder so long as such limitations are required by the TSX-VN:

(a) the maximum number of Options which may be granted to any one Option Holder under the Plan within any 12 month period shall be 5% of the Outstanding Issue;

(b) with respect to section 5.1, the Expiry Date of an Option shall be no later than the fifth anniversary of the Grant Date of such Option;

(c) the maximum number of Options which may be granted to any one Consultant within any 12 month period must not exceed 2% of the Outstanding Issue; and

(d) the maximum number of Options which may be granted within any 12 month period to Employees or Consultants engaged in investor relations activities must not exceed 2% of the Outstanding Issue and such options must vest in stages over 12 months with no more than 25% of the Options vesting in any three month period,

and such limitation will not be an amendment to this Plan requiring the Option Holders consent under section 9.2 of this Plan.

3.5 NOTIFICATION OF GRANT

Following the granting of an Option, the Administrator shall, within a

reasonable period of time, notify the Option Holder in writing of the grant and shall enclose with such notice the Option Certificate representing the Option so granted. In no case will the Company be required to deliver an Option Certificate to an Option Holder until such time as the Company has obtained all necessary Regulatory Approvals for the grant of the Option.

3.6 COPY OF PLAN

Each Option Holder, concurrently with the notice of the grant of the Option, shall be provided with a copy of the Plan. A copy of any amendment to the Plan shall be promptly provided by the Administrator to each Option Holder.

3.7 LIMITATION ON SERVICE

The Plan does not give any Option Holder that is an Executive the right to serve or continue to serve as an Executive of the Company or any Subsidiary, nor does it give any Option Holder that is an Employee or Consultant the right to be or to continue to be employed or engaged by the Company or any Subsidiary.

3.8 NO OBLIGATION TO EXERCISE

Option Holders shall be under no obligation to exercise Options granted under this Plan.

3.9 AGREEMENT

The Company and every Option Holder granted an Option hereunder shall be bound by and subject to the terms and conditions of this Plan. By accepting an Option granted hereunder, the Option Holder has expressly agreed with the Company to be bound by the terms and conditions of this Plan. In the event that the Option Holder receives his, her or its Options pursuant to an oral or written agreement with the Company or a Subsidiary, whether such agreement is an employment agreement, consulting agreement or any other kind of agreement of any kind whatsoever, the Option Holder acknowledges that in the event of any inconsistency between the terms relating to the grant of such Options in that agreement and the terms attaching to the Options as provided for in this Plan, the terms provided for in this Plan shall prevail and the other agreement shall be deemed to have been amended accordingly.

3.10 NOTICE

Any notice, delivery or other correspondence of any kind whatsoever to be provided by the Company to an Option Holder will be deemed to have been provided if provided to the last home address, fax number or email address of the Option Holder in the records of the Company and the Company shall be under no obligation to confirm receipt or delivery.

3.11 REPRESENTATION TO TSX-VN

As a condition precedent to the issuance of an Option, the Company must be able to represent to TSX-VN as of the Grant Date that the Option Holder is a BONA

FIDE Executive, Employee or Consultant of the Company or any Subsidiary.

SECTION 4
NUMBER OF SHARES UNDER PLAN

4.1 BOARD TO APPROVE ISSUANCE OF SHARES

The Board shall approve by resolution the issuance of all Shares to be issued to Option Holders upon the exercise of Options, such authorization to be deemed effective as of the Grant Date of such Options regardless of when it is actually done. The Board shall be entitled to approve the issuance of Shares in advance of the Grant Date, retroactively after the Grant Date, or by a general approval of this Plan.

4.2 NUMBER OF SHARES

Subject to adjustment as provided for herein, the number of Shares which will be available for purchase pursuant to Options granted pursuant to this Plan will not exceed 3,600,000 Shares, including the existing 1,355,000 Shares currently subject to outstanding Options as of the date of this Plan which were granted prior to implementation of this Plan and, which, by the implementation of this Plan are grandfathered under this Plan. If any Option expires or otherwise terminates for any reason without having been exercised in full, the number of Shares in respect of such expired or terminated Option shall again be available for the purposes of granting Options pursuant to this Plan.

4.3 FRACTIONAL SHARES

No fractional shares shall be issued upon the exercise of any Option and, if as a result of any adjustment, an Option Holder would become entitled to a fractional share, such Option Holder shall have the right to purchase only the next lowest whole number of Shares and no payment or other adjustment will be made for the fractional interest.

SECTION 5
TERMS AND CONDITIONS OF OPTIONS

5.1 EXERCISE PERIOD OF OPTION

Subject to sections 5.4, 6.2, 6.3, 6.4 and 11.4, the Grant Date and the Expiry Date of an Option shall be the dates fixed by the Committee at the time the Option is granted and shall be set out in the Option Certificate issued in respect of such Option.

5.2 NUMBER OF SHARES UNDER OPTION

The number of Shares which may be purchased pursuant to an Option shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option.

5.3 EXERCISE PRICE OF OPTION

The Exercise Price at which an Option Holder may purchase a Share upon the exercise of an Option shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option. The Exercise Price shall not be less than the Market Value of the Shares as of the Grant Date. The Market Value of the Shares for a particular Grant Date shall be determined as follows:

(a) for each organized trading facility on which the Shares are listed, Market Value will be the closing trading price of the Shares on the day immediately preceding the Grant Date, and may be less than this price if it is within the discounts permitted by the applicable Regulatory Authorities;

(b) if the Company's Shares are listed on more than one organized trading facility, the Market Value shall be the Market Value as determined in accordance with subparagraph (a) above for the primary organized trading facility on which the Shares are listed, as determined by the Committee, subject to any adjustments as may be required to secure all necessary Regulatory Approvals;

(c) if the Company's Shares are listed on one or more organized trading facilities but have not traded during the ten trading days immediately preceding the Grant Date, then the Market Value will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Committee; and

(d) if the Company's Shares are not listed on any organized trading facility, then the Market Value will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Committee to be the fair value of the Shares, taking into consideration all factors that the Committee deems appropriate, including, without limitation, recent sale and offer prices of the Shares in private transactions negotiated at arms' length.

Notwithstanding anything else contained herein, in no case will the Market Value be less than the minimum prescribed by each of the organized trading facilities that would apply to the Company on the Grant Date in question.

5.4 TERMINATION OF OPTION

Subject to such other terms or conditions that may be attached to Options granted hereunder, an Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period. Any Option or part thereof not exercised within the Exercise Period shall terminate and become null, void and of no effect as of the Expiry Time on the Expiry Date. The Expiry Date of an Option shall be the earlier of the date so fixed by the Committee at the time the Option is granted as set out in the Option Certificate and the date established, if applicable, in paragraphs (a) or (b) below or sections 6.2, 6.3, 6.4, or 11.4 of this Plan:

(A) CEASING TO HOLD OFFICE - In the event that the Option Holder holds his or her Option as an Executive and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option shall be, unless otherwise expressly provided for in the Option Certificate, the 90th day following the date the Option Holder ceases to hold such position unless the Option Holder ceases to hold such position as a result of:

(i) ceasing to meet the qualifications set forth in the corporate legislation applicable to the Company;

(ii) a special resolution having been passed by the shareholders of the Company removing the Option Holder as a director of the Company or any Subsidiary; or

(iii) an order made by any Regulatory Authority having jurisdiction to so order;

in which case the Expiry Date shall be the date the Option Holder ceases to hold such position; OR

(B) CEASING TO BE EMPLOYED OR ENGAGED - In the event that the Option Holder holds his or her Option as an Employee or Consultant, other than an Option Holder who is engaged in investor relations activities, and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option shall be, unless otherwise expressly provided for in the Option Certificate, the 90th day following the date the Option Holder ceases to hold such position, or, in the case of an Option Holder that is engaged in investor relations activities while the Company is classified as a Tier 2 issuer on the TSX-VN, the 30th day after the date such Option Holder ceases to hold such position, unless the Option Holder ceases to hold such position as a result of:

(i) termination for cause;

(ii) resigning or terminating his or her position; or

(iii) an order made by any Regulatory Authority having jurisdiction to so order;

in which case the Expiry Date shall be the date the Option Holder ceases to hold such position.

In the event that the Option Holder ceases to hold the position of Executive, Employee or Consultant for which the Option was originally granted, but comes to hold a different position as an Executive, Employee or Consultant prior to the expiry of the Option, the Committee may, in its sole discretion, choose to permit the Option to stay in place for that Option Holder with such Option then to be treated as being held by that Option Holder in his or her new position and

such will not be considered to be an amendment to the Option in question requiring the consent of the Option Holder under section 9.2 of this Plan. Notwithstanding anything else contained herein, in no case will an Option be exercisable later than the Expiry Date of the Option.

5.5 VESTING OF OPTION AND ACCELERATION

The vesting schedule for an Option, if any, shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option. The Committee may elect, at any time, to accelerate the vesting schedule of one or more Options including, without limitation, on a Triggering Event, and such acceleration will not be considered an amendment to the Option in question requiring the consent of the Option Holder under section 9.2 of this Plan.

5.6 ADDITIONAL TERMS

Subject to all applicable Regulatory Rules and all necessary Regulatory Approvals, the Committee may attach additional terms and conditions to the grant of a particular Option, such terms and conditions to be set out in a schedule attached to the Option Certificate. The Option Certificates will be issued for convenience only, and in the case of a dispute with regard to any matter in respect thereof, the provisions of this Plan and the records of the

Company shall prevail over the terms and conditions in the Option Certificate, save and except as noted below. Each Option will also be subject to, in addition to the provisions of the Plan, the terms and conditions contained in the schedules, if any, attached to the Option Certificate for such Option. Should the terms and conditions contained in such schedules be inconsistent with the provisions of the Plan, such terms and conditions will supersede the provisions of the Plan.

SECTION 6
TRANSFERABILITY OF OPTIONS

6.1 NON-TRANSFERABLE

Except as provided otherwise in this Section 6, Options are non-assignable and non-transferable.

6.2 DEATH OF OPTION HOLDER

In the event of the Option Holder's death, any Options held by such Option Holder shall pass to the Personal Representative of the Option Holder and shall be exercisable by the Personal Representative on or before the date which is the earlier of six months following the date of death and the applicable Expiry Date.

6.3 DISABILITY OF OPTION HOLDER

If the employment or engagement of an Option Holder as an Employee or Consultant

or the position of an Option Holder as a director or officer of the Company or a Subsidiary is terminated by the Company by reason of such Option Holder's Disability, any Options held by such Option Holder shall be exercisable by such Option Holder or by the Personal Representative on or before the date which is the earlier of six months following the termination of employment, engagement or appointment as a director or officer and the applicable Expiry Date.

6.4 DISABILITY AND DEATH OF OPTION HOLDER

If an Option Holder has ceased to be employed, engaged or appointed as a director or officer of the Company or a Subsidiary by reason of such Option Holder's Disability and such Option Holder dies within six months after the termination of such engagement, any Options held by such Option Holder that could have been exercised immediately prior to his or her death shall pass to the Personal Representative of such Option Holder and shall be exercisable by the Personal Representative on or before the date which is the earlier of six months following the death of such Option Holder and the applicable Expiry Date.

6.5 VESTING

Unless the Committee determines otherwise, Options held by or exercisable by a Personal Representative shall, during the period prior to their termination, continue to vest in accordance with any vesting schedule to which such Options are subject.

6.6 DEEMED NON-INTERRUPTION OF ENGAGEMENT

Employment or engagement by the Company shall be deemed to continue intact during any military or sick leave or other BONA FIDE leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Option Holder's right to re-employment or re-engagement by the Company is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Option Holder's re-employment or re-engagement is not so guaranteed, then his or her employment or engagement shall be deemed to have terminated on the ninety-first day of such leave.

SECTION 7
EXERCISE OF OPTION

7.1 EXERCISE OF OPTION

An Option may be exercised only by the Option Holder or the Personal Representative of any Option Holder. An Option Holder or the Personal Representative of any Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period up to the Expiry Time on the Expiry Date by delivering to the Administrator the required Exercise Notice, the applicable Option Certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate Exercise Price of the Shares then being purchased pursuant to the exercise of the Option. Notwithstanding anything else contained herein, Options may not be exercised during Black-Out unless the Committee determines otherwise.

7.2 ISSUE OF SHARE CERTIFICATES

As soon as reasonably practicable following the receipt of the Exercise Notice, the Administrator shall cause to be delivered to the Option Holder a certificate for the Shares so purchased. If the number of Shares so purchased is less than the number of Shares subject to the Option Certificate surrendered, the Administrator shall also provide a new Option Certificate for the balance of Shares available under the Option to the Option Holder concurrent with delivery of the Share Certificate.

7.3 NO RIGHTS AS SHAREHOLDER

Until the date of the issuance of the certificate for the Shares purchased pursuant to the exercise of an Option, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to such Shares, notwithstanding the exercise of the Option, unless the Committee determines otherwise. In the event of any dispute over the date of the issuance of the certificates, the decision of the Committee shall be final, conclusive and binding.

SECTION 8
ADMINISTRATION

8.1 BOARD OR COMMITTEE

The Plan shall be administered by the Board, by a Committee of the Board appointed in accordance with section 8.2 below, or by an Administrator appointed in accordance with subsection 8.4(b).

8.2 APPOINTMENT OF COMMITTEE

The Board may at any time appoint a Committee, consisting of not less than two of its members, to administer the Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan. Once appointed, the Committee shall continue to serve until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause) and appoint new members in their place, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan.

8.3 QUORUM AND VOTING

A majority of the members of the Committee shall constitute a quorum and, subject to the limitations in this Section 8, all actions of the Committee shall require the affirmative vote of members who constitute a majority of such quorum. Members of the Committee may vote on any matters affecting the administration of the Plan or the grant of Options pursuant to the Plan, except that no such member shall act upon the granting of an Option to himself or herself (but any such member may be counted in determining the existence of a quorum at any meeting of the Committee during which action is taken with respect to the granting of Options to that member). The Committee may approve matters by

written resolution signed by a majority of the quorum.

8.4 POWERS OF COMMITTEE

The Committee (or the Board if no Committee is in place) shall have the authority to do the following:

(a) administer the Plan in accordance with its terms;

(b) appoint or replace the Administrator from time to time; (c) determine all questions arising in connection with the administration, interpretation and application of the Plan, including all questions relating to the Market Value of the Shares;

(d) correct any defect, supply any information or reconcile any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan;

(e) prescribe, amend, and rescind rules and regulations relating to the administration of the Plan;

(f) determine the duration and purposes of leaves of absence from employment or engagement by the Company which may be granted to Option Holders without constituting a termination of employment or engagement for purposes of the Plan;

(g) do the following with respect to the granting of Options:

(i) determine the Executives, Employees or Consultants to whom Options shall be granted, based on the eligibility criteria set out in this Plan;

(ii) determine the terms of the Option to be granted to an Option Holder including, without limitation, the Grant Date, Expiry Date, Exercise Price and vesting schedule (which need not be identical with the terms of any other Option);

(iii) subject to any necessary Regulatory Approvals and section 9.2, amend the terms of any Options; (iv) determine when Options shall be granted; and (v) determine the number of Shares subject to each Option; (h) accelerate the vesting schedule of any Option previously granted; and (i) make all other determinations necessary or advisable, in its sole discretion, for the administration of the Plan.

8.5 ADMINISTRATION BY COMMITTEE

All determinations made by the Committee in good faith shall be final, conclusive and binding upon all persons. The Committee shall have all powers necessary or appropriate to accomplish its duties under this Plan.

8.6 INTERPRETATION

The interpretation by the Committee of any of the provisions of the Plan and any determination by it pursuant thereto shall be final, conclusive and binding and shall not be subject to dispute by any Option Holder. No member of the Committee or any person acting pursuant to authority delegated by it hereunder shall be personally liable for any action or determination in connection with the Plan made or taken in good faith and each member of the Committee and each such person shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Company.

SECTION 9
APPROVALS AND AMENDMENT

9.1 SHAREHOLDER APPROVAL OF PLAN

If required by a Regulatory Authority or by the Committee, this Plan may be made subject to the approval of a majority of the votes cast at a meeting of the shareholders of the Company or by a majority of votes cast by disinterested shareholders at a meeting of shareholders of the Company. Any Options granted under this Plan prior to such time will not be exercisable or binding on the Company unless and until such shareholder approval is obtained.

9.2 AMENDMENT OF OPTION OR PLAN

Subject to any required Regulatory Approvals, the Committee may from time to time amend any existing Option or the Plan or the terms and conditions of any Option thereafter to be granted provided that where such amendment relates to an existing Option and it would:

(a) materially decrease the rights or benefits accruing to an Option Holder; or

(b) materially increase the obligations of an Option Holder;

then, unless otherwise excepted out by a provision of this Plan, the Committee must also obtain the written consent of the Option Holder in question to such amendment. If at the time the Exercise Price of an Option is reduced the Option Holder is an Insider of the Company, the Insider must not exercise the option at the reduced Exercise Price until the reduction in Exercise Price has been approved by the disinterested shareholders of the Company, if required by the TSX-VN.

SECTION 10
CONDITIONS PRECEDENT TO ISSUANCE OF OPTIONS AND SHARES

10.1 COMPLIANCE WITH LAWS

An Option shall not be granted or exercised, and Shares shall not be issued pursuant to the exercise of any Option, unless the grant and exercise of such

Option and the issuance and delivery of such Shares comply with all applicable Regulatory Rules, and such Options and Shares will be subject to all applicable trading restrictions in effect pursuant to such Regulatory Rules and the Company shall be entitled to legend the Option Certificates and the certificates representing such Shares accordingly.

10.2 OBLIGATION TO OBTAIN REGULATORY APPROVALS

In administering this Plan, the Committee will seek any Regulatory Approvals which may be required. The Committee will not permit any Options to be granted without first obtaining the necessary Regulatory Approvals unless such Options are granted conditional upon such Regulatory Approvals being obtained. The Committee will make all filings required with the Regulatory Authorities in respect of the Plan and each grant of Options hereunder. No Option granted will be exercisable or binding on the Company unless and until all necessary Regulatory Approvals have been obtained. The Committee shall be entitled to amend this Plan and the Options granted hereunder in order to secure any necessary Regulatory Approvals and such amendments will not require the consent of the Option Holders under section 9.2 of this Plan.

10.3 INABILITY TO OBTAIN REGULATORY APPROVALS

The Company's inability to obtain Regulatory Approval from any applicable Regulatory Authority, which Regulatory Approval is deemed by the Committee to be necessary to complete the grant of Options hereunder, the exercise of

those Options or the lawful issuance and sale of any Shares pursuant to such Options, shall relieve the Company of any liability with respect to the failure to complete such transaction.

SECTION 11
ADJUSTMENTS AND TERMINATION

11.1 TERMINATION OF PLAN

Subject to any necessary Regulatory Approvals, the Committee may terminate or suspend the Plan. Unless earlier terminated as provided in this Section 11, the Plan shall terminate on, and no more Options shall be granted under the Plan after, the tenth anniversary of the Effective Date of the Plan.

11.2 NO GRANT DURING SUSPENSION OF PLAN

No Option may be granted during any suspension, or after termination, of the Plan. Suspension or termination of the Plan shall not, without the consent of the Option Holder, alter or impair any rights or obligations under any Option previously granted.

11.3 ALTERATION IN CAPITAL STRUCTURE

If there is a material alteration in the capital structure of the Company and

the Shares are consolidated, subdivided, converted, exchanged, reclassified or in any way substituted for, the Committee shall make such adjustments to this Plan and to the Options then outstanding under this Plan as the Committee determines to be appropriate and equitable under the circumstances, so that the proportionate interest of each Option Holder shall, to the extent practicable, be maintained as before the occurrence of such event. Such adjustments may include, without limitation:

(a) a change in the number or kind of shares of the Company covered by such Options; and

(b) a change in the Exercise Price payable per Share provided, however, that the aggregate Exercise Price applicable to the unexercised portion of existing Options shall not be altered, it being intended that any adjustments made with respect to such Options shall apply only to the Exercise Price per Share and the number of Shares subject thereto.

For purposes of this section 11.3, and without limitation, neither:

(c) the issuance of additional securities of the Company in exchange for adequate consideration (including services); nor

(d) the conversion of outstanding securities of the Company into Shares shall be deemed to be material alterations of the capital structure of the Company.

Any adjustment made to any Options pursuant to this section 11.3 shall not be considered an amendment requiring the Option Holder's consent for the purposes of Section 9.2 of this Plan.

11.4 TRIGGERING EVENTS

Subject to the Company complying with section 11.5 and any necessary Regulatory Approvals and notwithstanding any other provisions of this Plan or any Option Certificate, the Committee may, without the consent of the Option Holder or Holders in question:

(a) cause all or a portion of any of the Options granted under the Plan to terminate upon the occurrence of a Triggering Event; or

(b) cause all or a portion of any of the Options granted under the Plan to be exchanged for incentive stock options of another corporation upon the occurrence of a Triggering Event in such ratio and at such exercise price as the Committee deems appropriate, acting reasonably.

Such termination or exchange shall not be considered an amendment requiring the Option Holder's consent for the purpose of section 9.2 of the Plan.

11.5 NOTICE OF TERMINATION BY TRIGGERING EVENT

In the event that the Committee wishes to cause all or a portion of any of the

Options granted under this Plan to terminate on the occurrence of a Triggering Event, it must give written notice to the Option Holders in question not less than 10 days prior to the consummation of a Triggering Event so as to permit the Option Holder the opportunity to exercise the vested portion of the Options prior to such termination. Upon the giving of such notice and subject to any necessary Regulatory Approvals, all Options or portions thereof granted under the Plan which the Company proposes to terminate shall become immediately exercisable notwithstanding any contingent vesting provision to which such Options may have otherwise been subject.

11.6 DETERMINATIONS TO BE MADE BY COMMITTEE

Adjustments and determinations under this Section 11 shall be made by the Committee, whose decisions as to what adjustments or determination shall be made, and the extent thereof, shall be final, binding, and conclusive.

SCHEDULE "A"

WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL o[DATE FOUR MONTHS AND ONE DAY AFTER GRANT DATE].

TLC VENTURES CORP.

STOCK OPTION PLAN - OPTION CERTIFICATE

This Option Certificate is issued pursuant to the provisions of the Stock Option Plan (the "Plan") of TLC Ventures Corp. (the "Company") and evidences that o[Name of Option Holder] is the holder (the "Option Holder") of an option (the "Option") to purchase up to o common shares (the "Shares") in the capital stock of the Company at a purchase price of Cdn.$o per Share (the "Exercise Price").

This Option may be exercised at any time and from time to time from and including the following Grant Date through to and including up to 5:00 p.m. local time in Vancouver, British Columbia (the "Expiry Time") on the following Expiry Date:

(a) the Grant Date of this Option is o, 200o; and

(b) subject to sections 5.4, 6.2, 6.3, 6.4 and 11.4 of the Plan, the Expiry Date of this Option is o, 200o.

To exercise this Option, the Option Holder must deliver to the Administrator of the Plan, prior to the Expiry Time on the Expiry Date, an Exercise Notice, in the form provided in the Plan, which is incorporated by reference herein, together with the original of this Option Certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This Option Certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan. This Option Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company shall prevail. This Option is also subject to the terms and conditions contained in the schedules, if any, attached hereto.

Any share certificates issued pursuant to an exercise of the Option before o[DATE FOUR MONTHS AND ONE DAY AFTER GRANT DATE] will contain the following legend:

> "Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until o[DATE FOUR MONTHS AND ONE DAY AFTER GRANT DATE]."

If the Option Holder is a resident or citizen of the United States of America at the time of the exercise of the Option, the certificate(s) representing the Shares will be endorsed with the following or a similar legend:

> "The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, of the United States of America (the "Act") or the securities laws of any state ("State") of the United States of America and may not be sold, transferred, pledged, hypothecated or distributed, directly or indirectly, to a U.S. person (as defined in Regulation S adopted by the U.S. Securities and Exchange Commission under the Act) or within the United States unless such securities are (i) registered under the Act and any applicable State securities act (a "State Act"), or (ii) exempt from registration under the Act and any applicable State Act and the Company has

received an opinion of counsel to such effect reasonably satisfactory to it, or (iii) sold in accordance with Regulation S and the Company has received an opinion of counsel to such effect reasonably satisfactory to it."

This Option was granted to the Option Holder in his or her capacity as a o[pick one: Director, Officer, Employee, Consultant] of the Company o[, and shall continue in effect should his or her status change and he or she continue in a new capacity as a Director, Officer, Employee or Consultant of the Company].

TLC VENTURES CORP.

Per:
---
o[Full Name of Person], Administrator,
Stock Option Plan

The Option Holder acknowledges receipt of a copy of the Plan and represents to the Company that the Option Holder is familiar with the terms and conditions of the Plan, and hereby accepts this Option subject to all of the terms and conditions of the Plan. The Option Holder agrees to execute, deliver, file and otherwise assist the Company in filing any report, undertaking or document with respect to the awarding of the Option and exercise of the Option, as may be required by the Regulatory Authorities. The Option Holder further acknowledges that if the Plan has not been approved by the shareholders of the Company on the Grant Date, this Option is not exercisable until such approval has been obtained.

Signature of Optionee:

Date signed:

- ---
Signature

- ---
Print Name

- ---
Address

- ---

OPTION CERTIFICATE - SCHEDULE

The additional terms and conditions attached to the Option represented by this Option Certificate are as follows:

The Options will not be exercisable unless and until they have vested and then only to the extent that they have vested. The Options will vest in accordance with the following:

(a) o Shares (o%) will vest and be exercisable on or after the Grant Date;

(b) o additional Shares (o%) will vest and be exercisable on or after o [date];

(c) o additional Shares (o%) will vest and be exercisable on or after o [date];

(d) o additional Shares (o%) will vest and be exercisable on or after o [date];

SCHEDULE "B"

TLC VENTURES CORP.
STOCK OPTION PLAN

NOTICE OF EXERCISE OF OPTION

TO: The Administrator, Stock Option Plan
TLC VENTURES CORP.
o[Address]
(or such other address as the Company may advise)

The undersigned hereby irrevocably gives notice, pursuant to the Stock Option Plan (the "Plan") of TLC Ventures Corp. (the "Company"), of the exercise of the Option to acquire and hereby subscribes for (CROSS OUT INAPPLICABLE ITEM):

(a) all of the Shares; or (b) of the Shares;

which are the subject of the Option Certificate attached hereto (ATTACH YOUR ORIGINAL OPTION CERTIFICATE).

The undersigned tenders herewith a certified cheque or bank draft (CIRCLE ONE) payable to "o[Full Name of Company]" in an amount equal to the aggregate Exercise Price of the aforesaid Shares and directs the Company to issue the certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address (PROVIDE FULL COMPLETE ADDRESS):

_____

_____

_____

_____

The undersigned acknowledges the Option is not validly exercised unless this Notice is completed in strict compliance with this form and delivered to the required address with the required payment prior to 5:00 p.m. local time in Vancouver, B.C. on the Expiry Date of the Option.

DATED the _____ day of _____, 20__.

SIGNATURE OF OPTION HOLDER

EXHIBIT 4.8

TLC VENTURES CORP.

STOCK OPTION PLAN

FORM OF OPTION AGREEMENT

WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS AGREEMENT AND ANY SECURITIES ISSUED UPON EXERCISE THEREOF MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL _____, 200__.

This Option Agreement is entered into between TLC Ventures Corp. ("the Company") and the Optionee named below pursuant to the Company Stock Option Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on _____ (the "Grant Date");

2. _____ (the "Optionee") of _____ _____;

3. was granted the (the "Option") to purchase _____ Common Shares (the "Option Shares") of the Company;

4. for the price (the "Option Price") of $_____ per share;

5. which shall be exercisable in full at any time and from time to time;

6. terminating on _____ (the "Expiry Date");

all on the terms and subject to the conditions set out in the Plan. For greater certainty, Option Shares continue to be exercisable until the termination or cancellation thereof as provided in this Option Agreement and the Plan.

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the ____ day of _____, 200__.

TLC VENTURES CORP.

Per: _____ _____

Authorized Signatory

EXHIBIT 4.9

FORM OF INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT made as of the ____ day of _____, 20__,

BETWEEN:

TLC VENTURES CORP., a company duly incorporated pursuant to the laws of the Province of British Columbia and having an office at Suite 700, 900 West Hastings Street, Vancouver, British Columbia, V6C 1E5; (the "Company")

AND:

_____ , of _____
_____;
(the "Executive")

WHEREAS:

A. The Executive is _____ of the Company; and

B. The Company has agreed to provide indemnification to the Executive on the terms and conditions contained in this Agreement;

NOW THEREFORE in consideration of the covenants and agreements herein and the payment of $1 made by each party to the other, the receipt and sufficiency of which is acknowledged by each party, the parties agree as follows:

1. DURATION

1.1 Notwithstanding the date of its execution and delivery, this agreement shall be conclusively deemed to commence on the day upon which the Executive first became or becomes a director or officer of the Company and shall continue in effect after the Executive ceases to be a director of officer of the Company.

2. INDEMNIFICATION

2.1 Subject to the Company Act (British Columbia), as amended from time to time (the "Act"), the Company will indemnify the Executive and [his / her] heirs, executors, administrators and personal representatives (collectively, the "Indemnitees") and save the Indemnitees harmless against all costs, charges and expenses actually and reasonably incurred by the Indemnitees in law, in equity or under any statute or regulation in connection with any civil, criminal or administrative, including environmental claim, action, proceeding or investigation to which the Indemnitees are made a party or in which they are otherwise involved as a witness or other participant by reason of being or

having been a director or officer of the Company, including any action brought by the Company, if:

(a) the Executive acted honestly and in good faith with a view to the best interests of the Company; and

(b) in the case of the criminal or administrative claim, action, proceeding or investigation, the Executive had reasonable grounds for believing that [his / her] conduct was lawful.

2.2 If the claim, action, proceeding or investigation set out on section 2.1 is a claim, action, proceeding or investigation by or on behalf of the Company, the Company will, subject to obtaining the approval of a court, indemnify the Indemnitees and save the Indemnitees harmless against all costs, charges and expenses actually and reasonably incurred by the Indemnitees in law, in equity or under any statute or regulation in respect of such claim, action, proceeding or investigation provided that the Executive fulfills the requirements set forth in subsections 2.1(a) and 2.1(b) of this Agreement.

2.3 Without limiting the generality of sections 2.1 and 2.2, the costs, charges and expenses against which the Company will indemnify the Indemnitees include:

(a) any and all fees, costs and expenses actually and reasonably incurred by the Indemnitees in investigating, preparing for, defending against, providing evidence in, producing documents or taking any other action in connection with any commenced or threatened action, proceeding or investigation, including reasonable legal fees and disbursements, travel and lodging costs;
(b) any amounts reasonably paid in settlement of any action, proceeding or investigation;
(c) any amounts paid to satisfy a judgment or penalty, including interest and costs; and
(d) all costs, charges and expenses reasonably incurred by the Indemnitees in establishing their right to be indemnified pursuant to this Agreement.

3. TAXABLE BENEFITS

3.1 If the Indemnitees or any of them are required to include in their income, or in the income of the estate of the Executive, any payment made under this Agreement for the purpose of determining income tax payable by the Indemnitees or any of them or the estate, the Company shall pay an amount by way of indemnity that will fully indemnify the Indemnitees or estate for the amount of all liabilities described in Parts 2 and 3 and all income taxes payable as a result of the receipt of the indemnity payment.

4. INDEMNIFICATION NOTICE

4.1 Upon receipt of a written request (the "Indemnification Notice") by the Indemnitees for indemnification under this Agreement, the Company will forthwith apply to the Supreme Court of British Columbia for approval of the requested

indemnification, will diligently proceed to obtain such approval and will take all other steps necessary to provide the requested indemnification as soon as practicable following receipt of the Indemnification Notice.

5. NO INVALIDATION

5.1 Any failure by the Executive in [his / her] capacity as a director or officer of the Company or as a director or officer of a corporation of which the Company is a shareholder to comply with the provisions of the Act or of the Memorandum and Articles of the Company will not invalidate any indemnity to which [he / she] is entitled under this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

6.1 The Company represents and warrants to the Executive, and acknowledges that the Executive is relying on such representations and warranties, that:

(a) the Company has the requisite corporate power and authority to enter into this Agreement and has taken all necessary steps to validly approve the execution and delivery of this Agreement; and

(b) this Agreement has been duly executed and delivered by the Company and is a valid and binding obligation of the Company.

7. ACKNOWLEDGEMENTS OF EXECUTIVE

7.1 The Executive acknowledges that:

(a) [he / she] was represented by counsel of [his / her] own choosing in the negotiations for and preparation of this Agreement;

(b) [his / her] counsel has reviewed this Agreement;

(c) [he / she] thoroughly discussed all aspects of this Agreement with [his / her] counsel;

(d) [he / she] has carefully read this Agreement and the documents to be executed in connection herewith and has had them fully explained by counsel, and [he / she] is fully aware of the contents and legal effect; and

(e) [he / she] is freely and voluntarily entering into this Agreement on the advice of [his / her] counsel.

8. ENUREMENT

8.1 This Agreement shall enure to the benefit of the Indemnitees and is binding on the Company and its successors.

9. ASSIGNMENT

9.1 A party to this Agreement may not assign [his / her] rights under this Agreement without the prior written consent of the other party to this

Agreement.

10. NUMBER AND GENDER

10.1 Wherever a singular or masculine expression is used in this Agreement, that expression is deemed to include the plural, the feminine or the body corporate where required by the context.

11. SEVERABILITY

11.1 If any provision of this Agreement or part thereof is found to be illegal or unenforceable, it will be considered separate and severable from this Agreement and the remaining provisions of this Agreement or parts of the impugned provision will remain in force and be binding upon the parties as though the illegal or unenforceable provision or part thereof had never been included.

12. HEADINGS

12.1 The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

13. GOVERNING LAW

13.1 This Agreement shall be construed in accordance with the laws of the Province of British Columbia.

14. INDEPENDENT LEGAL ADVICE

14.1 Each of the parties to this Agreement acknowledges and agrees that Catalyst Corporate Finance Lawyers has acted as legal counsel to the Company only and not to any other party to this Agreement, and that Catalyst Corporate Finance Lawyers has not been engaged to protect the rights and interests of any of the other parties to this Agreement. Each of the other parties to this Agreement acknowledges and agrees that the Company and Catalyst Corporate Finance Lawyers have given them adequate opportunity to seek, and have recommended that they seek and obtain, independent legal advice with respect to the subject matter of this Agreement and for the purpose of ensuring their rights and interests are protected. Each of these other parties represents and warrants to the Company and to Catalyst Corporate Finance Lawyers that they have sought independent legal advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such independent legal advice. The parties acknowledge that they have read and understood this provision of this Agreement and indicate so by signing this Agreement, and by initialling in the place below:

- ----------

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

THE CORPORATE SEAL of TLC Ventures Corp. was hereunto affixed in the presence of:

c/s

SIGNED, SEALED & DELIVERED by _____ in the presence of:

Signature of Witness

Name of Witness:

Address of Witness:

Occupation of Witness:

EXHIBIT 15.1

[Letterhead of Staley Okada & Partners, Chartered Accountants]

CONSENT OF INDEPENDENT CHARTERED ACCOUNTANTS

We consent to the incorporation by reference into the Registration Statement dated April 22, 2005, of TLC Ventures Corp. (the "Company"), of our report dated January 14, 2005, relating to the financial statements of the Company which appear in the Form 20-F filed for the fiscal years ended December 31, 2004, 2003 and 2002.

Vancouver, British Columbia, Canada
April 22, 2005

/s/ "STALEY, OKADA & PARTNERS"

STALEY, OKADA & PARTNERS
CHARTERED ACCOUNTANTS

EXHIBIT 15.2

[Letterhead of HATCH Associates Ltd.]

CONSENT OF AUTHOR

I, Callum L. B. Grant, do hereby consent to the written disclosure of the "Independent Technical Report - TLC Ventures Corp. - Point Leamington Massive Sulphide Deposit" dated April 14, 2004 (the "Technical Report"), and to the filing of the Technical Report with the U.S. Securities and Exchange Commission as part of TLC Ventures Corp.'s Form 20F submission.

I also certify that I have read the written disclosure being filed and I do not have any reason to believe that there are misrepresentations in the information derived from the Technical Report or that the written disclosures contain any misrepresentation of the information contained in the Technical Report.

Dated this 20th day of April, 2005.

/s/ Callum L. B. Grant
- ----------
Callum L. B. Grant, P.Eng.
Manager of Geology & Mining
Hatch Vancouver

EXHIBIT 15.3

TLC VENTURES CORP.

POINT LEAMINGTON MASSIVE SULPHIDE DEPOSIT

INDEPENDENT TECHNICAL REPORT

HATCH

IMPORTANT NOTICE

This report was prepared as a National Instrument 43-101 Technical Report in accordance to Form 43-101F1 for TLC Ventures Corp. (TLC) by Hatch Associates Limited (Hatch). The quality of information, conclusions and estimates contained herein is consistent with the level of effort involved in Hatch's services and is based on (i) information available at the time of preparation, (ii) data supplied by outside sources, and (iii) the assumptions, conditions, and qualifications set forth in this report. This report is intended to be used by TLC, subject to the terms and conditions of its contract with Hatch. This contract permits TLC to file this report as a Technical Report with Canadian Securities Regulatory Authorities pursuant to National Instrument 43-101, STANDARDS OF DISCLOSURE FOR MINERAL PROJECTS. Any other use of this report by any third party is at that party's sole risk.

TLC VENTURES CORP.TLC VENTURES CORP.
POINT LEAMINGTON MASSIVE SULPHIDE DEPOSIT

INDEPENDENT TECHNICAL REPORTINDEPENDENT TECHNICAL REPORT

Prepared by: Callum Grant, P.Eng., Gary Giroux, P.Eng. April 14, 2004

Date

APPROVALS

HATCH

Approved by: Adam Majorkiewicz, P.Eng. April 14, 2004

Date

DISTRIBUTION LIST

TLC Ventures Corp. (4 copies)
Hatch
file

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LIST OF FIGURES

1. SUMMARY

The Point Leamington massive sulphide deposit is located in north-central Newfoundland, approximately 70 kilometres northwest of Gander and 37 kms north of the town of Grand Falls. The property sits in a low-lying swampy area accessible via an 8km logging road connecting to Highway #1, or directly via helicopter from Gander, and is particularly well located with respect to access to tidewater.

It was discovered by Noranda Exploration Co. Ltd. in the early 1970s who continued to explore and drill the property through the 1980s along a section with a strike length of ~500m and to depths of ~400m within a longer, 1,500m zone of interest. Noranda's work identified two zones of massive sulphide mineralisation carrying values in zinc, copper, and precious metals within a thick package of quartz porphyry (QP), breccia, and tuff units lying in the footwall of a mafic volcaniclastic suite of rocks. Intercept widths from Noranda's drilling in the Lower Zone were typically in the 4-20m range. Grades averaging 7.34% Zn, 0.43% Cu, 2.25g/t Au, and 55g/t Ag were estimated for a 1.49 M tonne Inferred Resource by Noranda. A larger but lower-grade resource of 12.5M tonne was estimated covering both zones at grades of 1.9% Zn plus by-product values in precious metals.

In the late 1990s, Rubicon Minerals Corporation ("Rubicon") acquired 100% of the Point Leamington property from Noranda, and in 1999/2000 completed nine holes to investigate the potential for deeper sulphide mineralisation in the footwall rhyolite sequences. From this drilling, Rubicon recognised a change in the rhyolite dome sequence from the upper QP unit into a favourable phyric to aphyric rhyolite containing several zones of weak polymetallic mineralisation at depths of 400-500m.

In February 2004, TLC Ventures Corp. ("TLC") entered into a cash and shares purchase agreement to acquire 100% of the Point Leamington property from Rubicon Minerals Corporation.

In February 2004, TLC commissioned Hatch to complete a resource estimate and data compilation as part of an Independent Technical Report to NI 43-101 standards. Hatch completed this assignment with the assistance of Mr. Gary Giroux, P.Eng. while Hatch's Qualified Person for this assessment is Mr. Callum Grant, P.Eng. who visited and inspected the property in March 2004.

The Inferred Resource estimated as part of Hatch's assignment is based on 72 drill holes completed by Noranda (AQ core) and Rubicon (NQ core). Downhole surveys during the Noranda program in particular are very limited, as are estimates of specific gravities.

Statistical and geostatistical analysis was completed on the total database of assay information to assess the characteristics and distribution of zinc, silver, copper, and gold values across the deposit. Variograms were generated for zinc, copper, gold and silver, and search parameters established for grade interpolation using kriging. Bulk density was interpolated into each block based on extrapolation from an assumed mineral content (the average specific gravity was estimated at 3.03 as compared to the Noranda estimate of 4.0).

The Inferred resource estimate completed by Hatch can be summarised as follows:

INFERRED RESOURCE

CUTOFF %ZN	TONNES > CUTOFF (TONNES)	AVERAGE GRADE ABOVE CUTOFF			
		ZN (%)	CU (%)	AU (G/T)	AG (G/T)
1.00	12,300,000	1.92	0.28	0.88	16.94
2.00	3,500,000	3.23	0.28	1.37	25.90

3.00	1,600,000	4.16	0.23	1.54	31.26
4.00	620,000	5.42	0.29	1.81	31.96

Noranda completed two sets of metallurgical testwork on drill core from Point Leamington, an initial series of flotation tests between 1971 and 1975, and a further set in 1988. The conclusions from both evaluations are essentially the same and point to difficult metallurgy owing to the fine-grained nature of the mineralisation. Fine grinding to 90% passing -400 mesh was required to achieve satisfactory results with zinc recoveries in the order of 85% for the high-grade zinc zone, but with very low recoveries for copper and precious metals (10% to 50%).

Hatch concludes that the Point Leamington massive sulphide property with its near surface, but low grade mineralization and deeper exploration targets in a favourable suite of rocks merits additional investigations as an exploration project. The priority of future work should be to attempt to extend the known mineralisation beyond the limits defined by previous operators, and test for depth extensions of the mineralisation around zones of higher grade and into the interpreted deep footwall package of rocks identified by Rubicon. Downhole geophysics as a preliminary step to define targets, followed by limited diamond drilling should be considered to achieve these objectives. Additional metallurgical investigations should address the poor recoveries obtained from previous work and/or evaluate different processing options. A total of C$550,000 is recommended for the 2004/2005 field season.

2. DISCLAIMER

In preparing this report, Hatch has relied largely on information completed during the 1971 to 2000 exploration and drilling program by Noranda and Rubicon, together with a brief site inspection and inspection of drill core completed in March 2004. Hatch has not carried out any independent sampling in trenches or from drill core.

Hatch has not completed any environmental or legal due diligence as part of this assessment.

3. INTRODUCTION

TLC Ventures Corp., (TLC) is a well-funded junior exploration company located in Vancouver, Canada, whose shares trade on the Toronto Venture Exchange(TLV - TSX.V). The company is focussed on the acquisition, advancement, and development of base and precious metal mineral properties around the world. Through a wholly owned subsidiary, Gold Fields Limited is a significant equity holder of TLC with approximately 9.5% interest in the company.

In February 2004, TLC announced that it had entered into an agreement with Rubicon Minerals Corporation to acquire 100% of a Mining Lease containing the Point Leamington Massive Sulphide deposit located in north-central Newfoundland close to Grand Falls. The principal terms of the agreement are as follows:

- On closing of the agreement, TLC will issue 150,000 common shares to Rubicon and pay C$125,000 in cash;
- On the first anniversary of the deal, TLC will issue a further 75,000 shares and pay $50,000;
- On the second anniversary, TLC will issue a final lot of 75,000 shares and make a final payment of $75,000.

In February 2004, TLC commissioned Hatch Associates Ltd. (Hatch) to prepare a resource estimate and Technical Report for the Point Leamington deposit under the following Terms of Reference:

- generate a scoping-level resource model, meaning in sufficient detail for assessment of the distribution of the mineralized zones
- compile all relevant geological information for the property
- inspect the site
- assess and comment on current exploration strategy, ore zone continuity, and resource classification issues (precision);
- review metallurgy

This report presents an updated resource estimate for the deposit, a compilation of exploration work completed on the property since the 1970s, and a recommended work program. Callum Grant, P.Eng served as the Qualified Person responsible for preparation of the report and traveled to the site in March 2004. Gary Giroux, P.Eng served as the Qualified Person responsible for preparation of the resource estimate.

4. LOCATION, ACCESSIBILITY, PHYSIOGRAPHY, AND GENERAL DESCRIPTION

The property is located 70 kilometres north-west of Gander in north-central Newfoundland (see Figure 4-1), and consists of a Mining Lease covering 263 hectares. Subsequent to acquiring control of the Leamington deposit from Rubicon, TLC has acquired by staking an additional 80 claims covering 2000 hectares surrounding the original Mining Lease. These new claims have not been surveyed however TLC has received confirmation from the Newfoundland Department of Mines that they have been accepted for filing and duly accepted. The rectilinear claim limits are precisely defined by exact UTM coordinates.

The property can currently be accessed via helicopter directly from Gander (a

trip of about 30 minutes) or via an 8 km logging road connecting to the Trans Canada Highway. The topography around the property is low-lying and swampy.

The climate is typical of the north-central region of Newfoundland with cold winters and heavy snowfalls throughout the winter months, and generally warm but variable summers. Precipitation falls mainly in winter, predominantly as snow rain from December through March. The mean annual precipitation is 655 mm.

FIGURE 4-1: GENERAL LOCATION MAP

[Map of Newfoundland, Canada and Point Leamington Project]

FIGURE 4-2: PROPERTY CLAIM MAP

[Map of Property Claim]

5. HISTORY

Noranda Exploration discovered the property in 1971 as part of a regional program for massive sulphide deposits. Noranda completed two programs of diamond drilling on the property (17,896m in 70 holes), various geophysical programs, and two phases of metallurgical testwork.

In 1999/2000, Rubicon Minerals Corporation completed a first phase of 3 drill holes followed by an additional 9 diamond drill holes, several of which were deepened from original Noranda holes. Rubicon's principal target was an interpreted deep zone below the main footwall stringer zone in aphanitic felsic volcanics.

Noranda completed two Inferred Resource estimates, the first in 1975 totalling 12.5 million tonnes grading 1.9% Zn, 0.9g/t Au, 20.9g/t Ag, and 0.48% Cu. In 1978, additional drilling and a higher cutoff grade of 6% ZnEq was used to generate a higher-grade Inferred Resource as follows:

ZONE	TONNES	ZN, %	CU, %	AU, G/T	AG, G/T
Lower	1,490,566	7.34	0.43	2.25	54.7

(Zinc equivalent grades were based on recoveries of between 40% and 60% for Cu, Ag, and Au and metal prices of C$0.40/lb, C$8.40/oz, and C$536/oz respectively).

These 1978 resources were based on a 6% zinc equivalent cut-off grade, a Specific Gravity of 4.0, a minimum intercept length of 1.5m, an allowance of 15% for internal dilution, and can be classified as Inferred using CIMM definitions. A longitudinal sectional method (polygonal) was applied. An allowance of 15% internal dilution was included to account for swarms of dyke rocks found throughout the massive sulphide bodies.

To date, exploration activities have defined three areas of sulphide mineralization along a 500 m long, north-trending, structure separated into Hangingwall and Footwall Zones. The depth extent of the mineralisation defined by drilling below surface elevation is approximately 360m, and widths are typically in the 3m-20m range with a maximum of 85m (true widths).

6. GEOLOGICAL SETTING

6.1 Regional Geology

The property sits in the Dunnage tectonic-stratigraphic zone of Newfoundland, interpreted by Strong (1977), Dean (1978), and Kean et. al. (1981) as an Ordivician-Silurian island arc complex which was built upon Cambro-Ordivician oceanic crust. The rocks therefore have ophiolitic affinities, subjected to subsequent metamorphic events

The Dunnage Zone can be divided into a number of belts, all of which are known to host Volcanic Massive Sulphide (VMS) types of deposits. The most significant VMS deposit in the region is the Buchans deposit where five main orebodies were mined between 1928 and 1984 producing a total of 16.2 million tonnes grading

15.51% Zn, 7.56% Pb, 1.33% Cu, 1.37g/t Au, and 126g/t Ag. The mineralisation at

Buchans is recognised as a typical "Kuroko" style of VMS deposit associated with felsic Pyroclatsic rocks and breccias.

6.2 Property Geology and Mineralization

The deposit occurs along a north-south trending contact zone between mafic volcaniclastics to the west and a thick cherty rhyolite dome sequence to the east. Massive sulphide mineralization lies at this steeply dipping contact within what has been interpreted as a westward-facing dome complex composed mainly of felsic hyalites of a porphyritic or fragmental lithology. Dyke rocks cutting through the massive sulphide zone are common throughout the drill core.

From hangingwall to footwall, the deposit is underlain by thinly bedded volcanic sediments, cherty sediments, fine-grained tuffs, and quartz crystal tuffs, below which is found a sequence of graphitic to argillaceous or cherty rhyolites representing the top of the massive sulphide units and considered as the marker horizon. The massive sulphide unit (MS) itself occurs in felsic units (including tuffs) underlain by massive and brecciated rhyolites with stringers of pyrite +/- sphalerite mineralisation. The total thickness of the massive sulphide and lower stringer zone can exceed 400m.

FIGURE 6-1: REGIONAL GEOLOGY

[Map of Tectonostratigraphic Zones of Newfoundland]

FIGURE 6-2: LOCAL GEOLOGY

[Map of Local Geology around the Point Leamington Deposit]

7. DEPOSIT TYPES

Point Leamington can be classed as a Volcanogenic Massive Sulphide (VMS) deposit based on style of mineralization, host rocks consisting of felsic volcanics and breccias, and a massive sulphide, breccia, or stockwork style of mineralisation occupying zones of fracturing, possibly associated preferentially with intercalated altered tuff zones. Zoning of mineralogy can be a characteristic feature with sphalerite -galena in the upper parts of the volcanic pile trending to more copper-rich mineralisation at depth.

VMS deposits are a major source of zinc and copper and often contain significant by-product credits in gold and silver. Prominent examples are the Westmin deposit on Vancouver Island, Kidd Creek in Ontario, and the Buchans deposit in Newfoundland. These deposits typically occur in clusters and vary in size from less than a million tonnes to several tens of millions of tonnes, and are amenable to both open pit and underground mining.

8. MINERALISATION

Mineralization on the property has been defined along a near-surface zone along a 500m strike length and to depths of 360m. A large, low-grade geological Inferred resource of 12.5Mt and a higher-grade Inferred resource of 1.49Mt have been estimated from previous Noranda work.

At Point Leamington, mineralization is composed of very fine-grained, brown to grey sphalerite (up to 80%); pyrite and minor marcasite (12%); some arsenopyrite (5%); chalcopyrite (2%); silver-bearing, lead sulphosalts (<1%); cassiterite (<1%); and trace pyrrhotite, covellite, galena, chalcocite, tetrahedrite, stannite, jamesonite, covellite, and native copper.

An upper pyrite-rich zone and lower zinc-rich zone have been recognised by Rubicon geologists. The sulphides are typically fine-grained, with only occasional sections with coarser-grained mineralisation (in the lower zone). Quartz is the most common gangue mineral associated with the massive sulphides. Stringer mineralisation consists mainly of pyrite.

9. EXPLORATION

The following information taken from Rubicon files is a summary of exploration on the property:

1953	original mapping of the area by Newmont Mining Corporation
1956:	mapping and prospecting by NALCO
1970S:	airborne geophysics by Phelps Dodge
1971-74:	reconnaissance silt sampling (Noranda) lead to discovery of the zone and an initial drill hole. Subsequently a total of 45 holes were completed by Noranda between 1971 and 1977
1984:	drilling (5 holes) and geophysics by Noranda

1986-88:	additional 4 holes by Noranda for metallurgical testwork, followed by a further 6 holes with one reported at 4.67% Zn and 1.68g/t Au (plus silver and weak Cu) over 11m. Late in this period, 8 other holes intersected weak mineralisation
1997:	two additional holes by Noranda
1998-2000:	Rubicon acquired the property and completed 12 holes.

10. ADJACENT PROPERTIES

Point Leamington lies in a region of Newfoundland known to contain several examples of VMS deposits, rich in pyrite but in some cases carrying significant quantities of base metals, particularly zinc and lead. The best-known example is the Buchans deposit referred to above, while other examples are the Pilleys' Island (copper-pyrite) and Tulks Hills (zinc-lead-copper-silver) deposits.

11. DRILLING

Drilling by Noranda can be summarised as follows:

YEAR	HOLES	OBJECTIVE/RESULTS	METRES
1971	1	Discovery Hole	
1971-74	44	Testing sulphides along strike and to 550m in depth	
1984	5	Testing MaxMin anomalies, plus deeper mineralisation	
1986	4	Metallurgical testwork	
	6	Testing of zone along strike	
1987-88	8	Weakly mineralised MS	
1997	2	Minor pyrite	
TOTAL	70		17,896

The Rubicon drill programs of 1998 thru' 2000 were as follows:

YEAR	HOLES	OBJECTIVE/RESULTS	METRES
1999-2000	3	Phase 1 to test deep zones below footwall rhyolite	
	9	Phase 2 which intersected at least 4 horizons at depths of +450m hosting weakly mineralised, narrow sulphides	
TOTAL	12		3,818

Significant intercepts from the Noranda and Rubicon deeper drilling are recorded as follows:

DRILL HOLE	INTERCEPT (M)	ZN,%	AU, G/T	AG, G/T	CU,%
71-08	7.62	4.43	6.85	90.07	0.44
73-36	11.58	11.82	3.84	50.19	0.66
73-40	12.80	6.12	3.51	97.50	0.41
PL-67	21.72	5.59	1.99	34.42	0.69
PL-68	16.74	4.07	1.95	40.88	0.26

This latest drill program by Rubicon provided indications of extensions to the VMS mineralisation compared to the earlier Noranda work:

- "Main Zone" massive sulphide mineralisation was encountered 275m to the south of the previous Noranda limit as demonstrated in Rubicon's hole #PL-072 (8m grading 0.4% Zn, plus by-products in copper, and precious metals);

- extensions to several of the earlier Noranda holes to depths of 300-500m encountered low-grade but interesting zinc, copper, and precious metals values in a felsic sequence containing at least four horizons interpreted by Rubicon to possibly point to a favourable pattern of "stacked zones".

12. SAMPLING AND ASSAYING

12.1 Sampling Methods

Drilling during the Noranda exploration programs of the 1970s and 1980s was completed mainly using AQ core (some limited NQ core in 1989), while the later Rubicon work used larger diameter NQ core. These combined drilling programs were focused principally on the main area of ~650m along strike by ~400m in depth, representing the area of Hatch's resource estimate (see Figure 14-1 for the extent of drilling on plan, and the drill spacings used). The Noranda and Rubicon sampling on a lithological basis provided core samples averaging ~1.5m (from which Hatch generated 5m composites for the purposes of resource estimation). It should be noted that only a limited number of the early Noranda holes were downhole surveyed using Tropari and Sperry Sun instruments. Some drilling statistics are provided above in Section 11.

12.2 Data Verification

Some reference to QA/QC programs is available from the reports reviewed by

Hatch, however it is has not been possible to complete an analysis of the check assay results carried out as part of the drill programs completed by Noranda and Rubicon.

Hatch has no reason to believe that the assay results used for resource estimation are not representative of the VMS mineralisation seen in the drill core storage building in St. Johns.

As explained in Section 14 of this report, Hatch carried out various checks of the drill hole database prior to its resource estimation work.

13. METALLURGY

13.1 Mineralogy

The zinc, copper, and precious metals occur within a very fine-grained, pyrite-rich massive sulphide with associated silicate/carbonate gangue, with sulphides typically representing 60-80% by volume, and occasionally up to 98%. Pyrite is the dominant sulphide followed by sphalerite, chalcopyrite, pyrrhotite, arsenopyrite, and cassiterite. Sphalerite is commonly seen in core as concentrated stringers and as fine intergrowths with pyrite and chalcopyrite.

13.2 Testwork

Two series of bench-scale metallurgical tests were completed at Noranda's Research Centre in 1971-75, and again in 1988:

1971-75 TESTS:
- ----------

Various flotation tests with variations using soda ash aeration, high lime, staged grinding, bulk flotation, and several different collectors with the most selective copper flotation achieved with lime. Optimum grind was found to be 80% passing -400 mesh. Results on several different ore samples provided recovery estimates of 75% for zinc but only 50-60% for copper. Gold and silver recoveries were consistently low (~10-20%) however this was improved by a combination of direct cyanidation and roasting of the tailings which provided an overall 87% recovery for gold (only 18% for silver).

1988 TESTS:
- ----------

Testing of low and high-grade samples using bench-scale flotation concluded that:

- mineralization is extremely fine-grained, and is predominantly pyrite-rich;
- 80% of the sphalerite and 90% of the chalcopyrite were found to occur as grains < 10 microns in size;
- a primary grind of 90% or more passing 400 mesh was necessary to achieve acceptable results;
- re-grinding was required to produce reasonable metal levels in concentrate;
- recoveries of 85% for zinc but only 50% for copper were obtained;
- gold and silver recoveries were poor (<10%) and was related to the association with pyrite and/or arsenopyrite as solid solutions in sulphides.

14. MINERAL RESOURCES

14.1 Background

The following section summarises the resource work completed in February and March 2004 by HATCH on the Point Leamington massive sulphide deposit. Orebody modeling and data base management were performed by HATCH, while geostatistics and block model estimation were performed by Gary H. Giroux, MASc., P.Eng. of Giroux Consultants Limited (Giroux).

The resource estimates prepared by Giroux are of an Inferred category only. All HATCH modeling work was performed using Surpac software.

14.2 Database Verification

The raw assay data was provided by Rubicon in the form of an Access Data Base with information on 72 diamond drill holes, 378 down hole surveys and 3,318 sample assays. The down hole surveys show substantial deviation both in azimuth and dip and Rubicon geologists have suggested these may not be correct.

In terms of individual assays the following conventions were used to create the database for resource estimation:

- Au fire assay used; if not present the geochemical analysis of Au in ppb or Au in ppm used
- Ag fire assay used; if not present the geochemical analysis of Ag in

ppm used

- Zn assay used; if not present the geochemical analysis of Zn in ppm used
- Cu assay used; if not present the geochemical analysis of Cu in ppm used.

For assay intervals not sampled or reported as blanks or zero the following values were inserted:

- Au - 0.005 g/t, 18 blanks replaced and 19 zero values
- Ag - 0.005 g/t, 6 blanks replaced and 82 zero values
- Zn - 0.001%, 68 blanks replaced and 33 zero values
- Cu - 0.001%, 64 blanks replaced and 27 zero values

These values were obtained from the lowest assays reported in the database. In addition to the modifications made above, a total of 588 assays, with the background values shown above, were inserted to account for un-mineralized sections of drill core not assayed.

The resulting insertions brought the total assays available to 3,882 with the statistical parameters shown as follows:

STATISTICS OF ASSAY DATA

VARIABLE	NUMBER	MEAN	STANDARD DEVIATION	MINIMUM	MAXIMUM	COEFFICIENT OF VARIATION
Au (g/t)	3882	0.347	0.707	0.005	14.058	2.04
Ag (g/t)	3882	6.51	16.01	0.005	462.86	2.45
Zn (%)	3882	0.648	1.820	0.001	34.80	2.81
Cu (%)	3882	0.213	0.385	0.001	6.88	1.80

A plan of the drill holes used for resource estimation can be shown as follows:

FIGURE 14-1: DRILL HOLE DISTRIBUTION PLOT

[Plot map showing drill hole distribution]

14.3 Statistical Analysis

14.3.1 DATA

Each variable was first examined using histograms. All were found to be positively skewed. Lognormal cumulative frequency plots were produced for each variable and partitioned to separate out individual overlapping lognormal distributions.

Results are shown below for each of the four variables.

LOGNORMAL CUMULATIVE FREQUENCY PLOT FOR GOLD ASSAYS

[chart showing lognormal cumulative frequency plot for gold assays]

Assays for gold showed 4 populations with the following parameters:

GOLD POPULATION PARAMETERS

POPULATION	MEAN AU (G/T)	PROPORTION OF DATA	NUMBER OF SAMPLES
1	7.462	0.29	11
2	1.681	7.86	305
3	0.350	39.20	1522

4	0.012	52.65	2044

Populations 1 and 2 represent the massive sulphide mineralization, population 3 represents the mineralization within the intrusive and footwall zones while population 4 represents the unmineralized dykes and adjusted background values added. Two standard deviations past the mean of the upper population or a value of 16.1 g/t would represent a reasonable capping level. All values were below this threshold and as a result no gold values were capped for this resource estimate.

LOGNORMAL CUMULATIVE FREQUENCY PLOT FOR SILVER ASSAYS

[chart showing lognormal cumulative frequency plot for silver assays]

Assays for silver showed 5 populations with the following parameters:

PARAMETERS FOR SILVER POPULATIONS

POPULATION	MEAN AG (G/T)	PROPORTION OF DATA	NUMBER OF SAMPLES
1	143.5	0.24	9
2	17.14	21.04	817
3	5.98	13.85	538
4	2.17	25.35	984
5	0.15	39.53	1534

Populations 1 and 2 represent the massive sulphide mineralization, populations 3 and 4 represents the mineralization within the intrusive and footwall zones while population 5 represents the unmineralized dykes and adjusted background values added. Two standard deviations past the mean of the upper population or a value of 824 g/t would represent a reasonable capping level. All values were

below this threshold and as a result no silver values were capped for this resource estimate.

LOGNORMAL CUMULATIVE FREQUENCY PLOT FOR ZINC ASSAYS

[chart showing lognormal cumulative frequency plot for zinc assays]

Assays for zinc showed 5 populations with the following parameters:

PARAMETERS FOR ZINC POPULATIONS

POPULATION	MEAN ZN (%)	PROPORTION OF DATA	NUMBER OF SAMPLES
1	15.53	0.67	26
2	3.02	9.98	387
3	0.36	34.06	1322
4	0.03	21.38	830
5	0.003	33.91	1317

Populations 1 and 2 represent the massive sulphide mineralization, population 3 represents the background mineralization within the intrusive and footwall zones while populations 4 and 5 represent the unmineralized dykes and adjusted background values added. Two standard deviations past the mean of the upper population or a value of 36.6 % would represent a reasonable capping level. All values were below this threshold and as a result no zinc values were capped for this resource estimate.

LOGNORMAL CUMULATIVE FREQUENCY PLOT FOR COPPER ASSAYS

[chart showing lognormal cumulative frequency plot for copper assays]

Assays for copper showed 5 populations with the following parameters:

PARAMETERS FOR COPPER POPULATIONS

POPULATION	MEAN CU (%)	PROPORTION OF DATA	NUMBER OF SAMPLES
1	1.43	0.73	28
2	0.69	20.06	779
3	0.19	18.09	702
4	0.03	27.21	1056
5	0.003	33.91	1317

Populations 1 and 2 represent the massive sulphide mineralization, population 3 and 4 represent the background mineralization within the intrusive and footwall zones while population 5 represents the unmineralized dykes and adjusted background values added. Two standard deviations past the mean of the upper population or a value of 7.9 % would represent a reasonable capping level. All values were below this threshold and as a result no copper values were capped for this resource estimate.

COMPOSITES

A geological block model was formed from level plans using Rubicon geological interpretations as to the boundaries between the massive sulphide units, the intrusive, the footwall zone and numerous dykes.

Once the three dimensional solid model was completed drill hole data was "passed through" the solids to determine the point at which each hole entered and left each solid. Using these entry and departure points, uniform down hole 5m composites were produced that honoured the domain boundaries. As the holes passed through the lower contact, the last interval was compared to one half of the composite length (5m), and if less than 2.5m was combined with the previous composite. Intervals of more than 2.5m in length were not adjusted. As a result all composites were of equal support, 5m +/- 2.5m in length.

The statistics for each Domain are shown below:

SUMMARY OF STATISTICS FOR 5M COMPOSITES BY DOMAIN

DOMAIN	VARIABLE	NUMBER	MEAN	S.D.	MINIMUM	MAXIMUM	COEF.OF VAR.
MS	Zn	538	1.28 %	1.98	0.001	15.77	1.54
	Cu	538	0.33 %	0.36	0.001	2.02	1.08
	Au	538	0.714 g/t	0.92	0.005	8.17	1.29
	Ag	538	10.91 g/t	13.67	0.005	161.31	1.25
RHY	Zn	115	0.16 %	0.57	0.001	5.54	3.65
	Cu	115	0.04 %	0.12	0.001	0.71	2.92
	Au	115	0.15 g/t	0.30	0.005	2.16	2.07
	Ag	115	1.70 g/t	2.98	0.005	16.14	1.75
FW	Zn	325	0.06 %	0.12	0.001	0.94	1.97
	Cu	325	0.14 %	0.25	0.001	1.47	1.80
	Au	325	0.12 g/t	0.17	0.005	1.08	1.43
	Ag	325	1.92 g/t	2.34	0.005	15.37	1.22
DYKE	Zn	68	0.003 %	0.017	0.001	0.139	5.38
	Cu	68	0.005 %	0.021	0.001	0.157	4.64
	Au	68	0.012 g/t	0.052	0.005	0.431	4.27
	Ag	68	0.048 g/t	0.342	0.005	2.826	7.12

14.3.2 BULK DENSITIES

No Specific Gravity measurements were available for this resource estimate, and so an analysis of the mineralogical and assay data was used to generate SG values for interpolation in the block model.

The data base contained 1,269 assays with multiple element ICP analysis. Among the elements analyzed were Cu, Zn, Pb and Fe. Based on the percent distribution of these four elements, and assuming that copper occurs in chalcopyrite, zinc in sphalerite, lead in galena, and iron in pyrite, a specific gravity can be calculated. The problem with this approach lies in the fact that in the main mineralized zones only Cu, Zn and Pb were assayed. As a result Fe values were assigned to samples in this zone based on their Cu and Zn values and relationships between Cu, Zn and Fe established from the ICP data. A total of 1,954 samples had Fe values added that varied from 5 to 17%.

The assumptions used to calculate a specific gravity were as follows:

The rock was assumed to be comprised of:

- pyrite (SG = 5.02)
- sphalerite (SG = 3.90)
- chalcopyrite (SG = 4.20)
- galena (SG = 7.58)
- and host rock (SG = 2.70)

The weight percent (WPC) of each mineral was calculated using the assay values for Zn, Cu, Pb, and Fe combined with the atomic weights for the elements that form the minerals:

- WPC Pyrite = Fe % * (55.85+ 2*(32.07))/55.85 = Fe % * 2.148
- WPC Sphalerite = Zn % * (65.41 + 32.07)/65.41 = Zn % * 1.49
- WPC Chalcopyrite = Cu % * (63.55 + 55.85 + 2*(32.07))/63.55 = Cu % * 2.89
- WPC Galena = Pb% * (207.2 + 32.07) / 207.2) = Pb % * 1.155

The weight percent host rock = 100 - WPC pyrite - WPC sphalerite - WPC chalcopyrite - WPCgalena

Volume percents (VPC) for each mineral are then calculated as follows:

- VPC pyrite = (WPC pyrite * SG) / 5.02
- VPC sphalerite = (WPC sphalerite * SG) / 3.90
- VPC chalcopyrite = (WPC chalcopyrite * SG) / 4.20
- VPCgalena = (WPCgalena * SG) / 7.58
- VPC host rock = (WPC host rock * SG) / 2.70

A computer program then completes a series of iterations to solve for the unknown specific gravity (SG) starting at SG = 2.70 and adding increments to SG until the total of the five volume percents equals 100.

This process was completed on the 3,223 assays. The statistics for the specific gravity calculations are shown in the following table.

SUMMARY STATISTICS FOR SG CALCULATIONS

	CU (%)	ZN (%)	PB (%)	FE (%)	SG
Number	3223	3223	3223	3223	3223
Mean	0.257	0.783	0.023	8.91	3.03
Minimum	0.001	0.001	0.001	0.46	2.75
Maximum	6.88	34.80	3.00	30.00	4.05

Once calculated for each sample, a specific gravity was then interpolated into each block estimated in the model using inverse distance squared.

14.4 VARIOGRAPHY

To determine the grade continuity within the massive sulphide domain, paired relative semi-variograms were produced using 5m composites coded within the massive sulphide. Grid azimuth is used for all plots and semivariogram

directions (the grid at Point Leamington is rotated 20o E of north).

The principal directions of drilling (grid azimuth 090o dipping -45o and -60o) were investigated first to determine the nugget effect and sill value for the model. Once the sill and nugget levels was established, the direction of strike (grid azimuth north-south) was modelled, and then the down dip direction (grid azimuth 270o dipping -60o) and across dip direction (grid azimuth 90o dipping - -30o) were modeled to complete the interpretation. There was insufficient data available within the massive sulphide units to refine this geologic interpretation.

An anisotropic nested spherical model was fitted to all variables within the massive sulphide zones with longest continuity along strike. The parameters fitted to each variable are summarized below:

SUMMARY OF SEMIVARIOGRAM PARAMETERS (MASSIVE SULPHIDE ZONE)

VARIABLE	GRID AZIMUTH	DIP	NUGGET EFFECT	SHORT STRUCTURE	LONG STRUCTURE	SHORT RANGE (M)	LONG RANGE (M)
Zn	0	0	0.30	0.40	0.30	60	120
	270	-60	0.30	0.40	0.30	15	50
	90	-30	0.30	0.40	0.30	15	50
Cu	0	0	0.20	0.20	0.40	50	100
	270	-60	0.20	0.20	0.40	10	50
	90	-30	0.20	0.20	0.40	10	30
Au	0	0	0.25	0.20	0.40	40	120
	270	-60	0.25	0.20	0.40	15	70
	90	-30	0.25	0.20	0.40	15	70
Ag	0	0	0.25	0.20	0.50	50	150
	270	-60	0.25	0.20	0.50	15	120
	90	-30	0.25	0.20	0.50	15	60

The number of composites present for the Footwall and Intrusive Domains did not allow semivariogram modeling. As a result the models from the Massive Sulphide Domain were used to interpolate grade into all Domains.

14.5 GEOLOGICAL MODELING

A three-dimensional computer model of the Point Leamington deposit was created using Surpac Vision V5.0-G software. TLC provided the geologic interpretation on level plans starting at 5000 elevation, down to 4650 elevation, in 25m increments. Seven entities were modeled as follows:

- North Fault (NF) - northern limit of interpretation
- Central Fault (CF) - cuts model approximately in half
- South Fault (SF) - southern limit of interpretation
- Orebody Zone (MS) - main zone of mineralization (ie, the Massive Sulphide unit)
- Footwall Zone (FW) - mineralization outside of the OZ on the footwall side
- Intrusive Rhyolite (RHY) - an intrusive rhyolite
- Dykes (DK) - dyke material typically greater than three metres width

The deposit strikes north - south to the local grid, and has been modeled between the NF and the SF. The deposit has been offset near the middle by the CF by up to 50m. All three faults are approximately parallel, striking 082 degrees, and dipping -85 degrees with a dip direction of 353 degrees. The deposit has been modeled between 535N and -60N for a total strike distance of 595m, down dip from surface for 400 metres, and has an average thickness of 50m, possibly increasing with depth.

SURFACE GEOLOGY

[map showing surface geology at Point Leamington]

The Massive Sulphide (MS) unit was digitized to contain the main zone of mineralization including low grade, high grade, and unsampled intervals and assumed barren dyke material too small to model out. As a general rule, the hanging wall was selected as the first significant mineralized interval down the hole, while the footwall was projected as the last significant interval of high-grade zinc mineralization on the level plan. Additional data and interpretation is required to model the high-grade zinc mineralization as a separate unit within the Massive Sulphide.

The Footwall Zone (FW) was modeled to incorporate the remaining lower grade mineralization in drill holes. Typically, the mineralization here tended to have higher copper and lower zinc values than in the main Massive Sulphide unit above. Since it lies in contact with higher-grade zinc hangingwall mineralization, it would therefore represent diluting material for an open pit or underground mining

operation. Similar to the main Massive Sulphide unit, the footwall zone contains intervals of unsampled material as well as assumed barren dyke material too small to model.

The Intrusive Rhyolite (RHY) was digitized as lower grade mineralization within the main Massive Sulphide unit. The RHY contains unsampled intervals and assumed barren dykes too small to model. In some instances, the hanging wall and/or footwall of this zone are shared with the main Massive Sulphide.

Individual solids for the three principal units (MS, FW, and RHY) were created using automated triangulation techniques, with manual editing in problem areas where required. During solids creation, in the case of a common boundary between two solids, automatic triangulation can produce overlapping solids at the boundary. In instances where this has occurred, the main Massive Sulphide unit has been assigned first priority.

Significant intersections of DK were digitized as per the level plans, between levels 5000 and 4800. The DK outlines are typically five to ten metres in width, and have been copied halfway to the next level to form individual solids for each level. Individual DK solids were formed on each level, as there was insufficient information to interpret. As the intersections of dyke material in the drill hole can be significant, it was necessary to model these out of the massive sulphide estimation rather than allow to dilute during composite formation. An example of the solids modelling can be illustrated as follows:

SOLIDS MODELING LEVEL 4900

[Grid showing an example of solids modeling]

SOLIDS MODELING SECTION 100N (LOOKING NORTH)

[Grid showing an example of solids modeling]

The following table summarises the extent of the block model. (partial blocks were used in constraining the model and topography was created using drill collars):

PARAMETERS	Y (LOCAL)	X (LOCAL)	Z (LOCAL)
Origin	-500	-800	4200
Extents	1500	1600	1000
Block Size	10 metres	10 metres	5 metres

The model is aligned along grid azimuth 90o with no rotation. Figures I-1 thru' I-4 in Appendix I depict the block model interpretation on cross-section and on plan. The percentage of each solid within each

block is recorded and the various geological domains (and the overlap between domain boundaries) are shown. The massive sulphide unit sits on top of the footwall unit with the intrusive breaking through in various places. The post-mineral dykes are interpreted to fill entire blocks.

14.6 BLOCK INTERPOLATION

Using Ordinary Kriging, grades for Cu, Zn, Au and Ag were interpolated into blocks of 10m x 10m on plan by 5m vertically. Hard boundaries were used between the three domains of Massive Sulphide, Intrusive and Footwall. The kriging exercise was completed in three passes with the search ellipse expanding each time from between approximately one quarter of the range to the full range in each of the three principal directions. The final kriging pass filled blocks within a search ellipse approximately two times the maximum range of the semivariograms. These search parameters can be summarised as follows:

SEARCH PARAMETERS USED FOR KRIGING (IN METRES)

VARIABLE	PASS	ALONG STRIKE GRID. AZ. 0O DIP 0O	DOWN DIP GRID AZ. 270O DIP -60O	ACROSS DIP GRID AZ. 90O DIP -30O
Zn	1	30	12.5	10
	2	60	25	20

	3	120	50	30
	4	240	100	50
Cu	1	25	12.5	7.5
	2	50	25	15
	3	100	50	30
	4	240	100	50
Au	1	30	17.5	10
	2	60	35	20
	3	120	70	30
	4	240	100	50
Ag	1	37.5	30	10
	2	75	60	20
	3	150	100	30
	4	240	100	50

A minimum of 4 composites was required to estimate a block, and with a narrow search across the dip direction of the drilling more than one drill hole was required to estimate a block. A maximum of 12 composites was used for all passes, and if more than 12 were encountered, only the closest 12 were used.

14.7 RESOURCE CLASSIFICATION

14.7.1 INTRODUCTION AND DEFINITIONS

Based on the study herein reported, the delineated mineralization for the Point Leamington Deposit is classified as an Inferred Resource according to the following definition from National Instrument 43-101:

"IN THIS INSTRUMENT, THE TERMS "MINERAL RESOURCE", "INFERRED MINERAL RESOURCE", "INDICATED MINERAL RESOURCE" AND "MEASURED MINERAL RESOURCE" HAVE THE MEANINGS ASCRIBED TO THOSE TERMS BY THE CANADIAN

INSTITUTE OF MINING, METALLURGY AND PETROLEUM, AS THE CIM STANDARDS ON MINERAL RESOURCES AND RESERVES DEFINITIONS AND GUIDELINES ADOPTED BY CIM COUNCIL ON AUGUST 20, 2000, AS THOSE DEFINITIONS MAY BE AMENDED FROM TIME TO TIME BY THE CANADIAN INSTITUTE OF MINING, METALLURGY AND PETROLEUM."

"A MINERAL RESOURCE IS A CONCENTRATION OR OCCURRENCE OF NATURAL, SOLID, INORGANIC OR FOSSILIZED ORGANIC MATERIAL IN OR ON THE EARTH'S CRUST IN SUCH FORM AND QUANTITY AND OF SUCH A GRADE OR QUALITY THAT IT HAS REASONABLE PROSPECTS FOR ECONOMIC EXTRACTION. THE LOCATION, QUANTITY, GRADE, GEOLOGICAL CHARACTERISTICS AND CONTINUITY OF A MINERAL RESOURCE ARE KNOWN, ESTIMATED OR INTERPRETED FROM SPECIFIC GEOLOGICAL EVIDENCE AND KNOWLEDGE."

The terms Measured, Indicated and Inferred are defined as follows:

"A 'MEASURED MINERAL RESOURCE' IS THAT PART OF A MINERAL RESOURCE FOR WHICH QUANTITY, GRADE OR QUALITY, DENSITIES, SHAPE, PHYSICAL CHARACTERISTICS ARE SO WELL ESTABLISHED THAT THEY CAN BE ESTIMATED WITH CONFIDENCE SUFFICIENT TO ALLOW THE APPROPRIATE APPLICATION OF TECHNICAL AND ECONOMIC PARAMETERS, TO SUPPORT PRODUCTION PLANNING AND EVALUATION OF THE ECONOMIC VIABILITY OF THE DEPOSIT. THE ESTIMATE IS BASED ON DETAILED AND RELIABLE EXPLORATION, SAMPLING AND TESTING INFORMATION GATHERED THROUGH APPROPRIATE TECHNIQUES FROM LOCATIONS SUCH AS OUTCROPS, TRENCHES, PITS, WORKINGS AND DRILL HOLES THAT ARE SPACED CLOSELY ENOUGH TO CONFIRM BOTH GEOLOGICAL AND GRADE CONTINUITY."

"AN 'INDICATED MINERAL RESOURCE' IS THAT PART OF A MINERAL RESOURCE FOR WHICH QUANTITY, GRADE OR QUALITY, DENSITIES, SHAPE AND PHYSICAL CHARACTERISTICS, CAN BE ESTIMATED WITH A LEVEL OF CONFIDENCE SUFFICIENT TO ALLOW THE APPROPRIATE APPLICATION OF TECHNICAL AND ECONOMIC PARAMETERS, TO SUPPORT MINE PLANNING AND EVALUATION OF THE ECONOMIC VIABILITY OF THE DEPOSIT. THE ESTIMATE IS BASED ON DETAILED AND RELIABLE EXPLORATION AND TESTING INFORMATION GATHERED THROUGH APPROPRIATE TECHNIQUES FROM LOCATIONS SUCH AS OUTCROPS, TRENCHES, PITS, WORKINGS AND DRILL HOLES THAT ARE SPACED CLOSELY ENOUGH FOR GEOLOGICAL AND GRADE CONTINUITY TO BE REASONABLY ASSUMED."

"AN 'INFERRED MINERAL RESOURCE' IS THAT PART OF A MINERAL RESOURCE FOR WHICH QUANTITY AND GRADE OR QUALITY CAN BE ESTIMATED ON THE BASIS OF GEOLOGICAL EVIDENCE AND LIMITED SAMPLING AND REASONABLY ASSUMED, BUT NOT VERIFIED, GEOLOGICAL AND GRADE CONTINUITY. THE ESTIMATE IS BASED ON LIMITED INFORMATION AND SAMPLING GATHERED THROUGH APPROPRIATE TECHNIQUES FROM LOCATIONS SUCH AS OUTCROPS, TRENCHES, PITS, WORKINGS AND DRILL HOLES."

14.7.2 RESULTS

The drill hole information shows reasonable geologic continuity for the massive sulphide domain with the zone apparent on all sections and level plans separated by a single cross fault. The uncertainty on down hole surveys, the wide spacing of drill hole data relative to the ranges of semivariograms, the lack of quality assurance/quality control data and the lack of measured specific gravities, however, all necessitate a classification of inferred for this resource.

The following figure shows an isometric view (from the southwest) of block model:

ISOMETRIC VIEW OF POINT LEAMINGTON MODEL

[schematic of an isometric view of Point Leamington block model]

Results of the resource estimation at various zinc cut-off grades can be tabulated as follows:

POINT LEAMINGTON INFERRED RESOURCES

CUTOFF ZN (%)	TONNES > CUTOFF (TONNES)	GRADE > CUTOFF			
		ZN (%)	CU (%)	AU (G/T)	AG (G/T)
1.00	12,300,000	1.92	0.28	0.88	16.94
1.20	9,700,000	2.14	0.28	0.98	18.80
1.40	7,600,000	2.37	0.28	1.09	20.53
1.60	5,800,000	2.65	0.29	1.20	22.46
1.80	4,400,000	2.96	0.29	1.31	24.39
2.00	3,500,000	3.23	0.28	1.37	25.90
2.20	2,800,000	3.49	0.25	1.38	27.93
2.40	2,500,000	3.67	0.24	1.42	29.17
2.60	2,200,000	3.83	0.23	1.47	30.12
2.80	1,900,000	3.97	0.23	1.50	30.90
3.00	1,600,000	4.16	0.23	1.54	31.26
3.20	1,400,000	4.35	0.24	1.60	32.08
3.40	1,050,000	4.69	0.26	1.68	31.73
3.60	870,000	4.95	0.27	1.72	31.96
3.80	730,000	5.18	0.28	1.75	31.71
4.00	620,000	5.42	0.29	1.81	31.96

Since no economics have yet been assessed, the grade cut-off categories are presented purely to assess the distribution of tonnage and grade across the deposit.

Figures I-5 thru' I-8 in Appendix I illustrate the general grade distribution of zinc on cross-section (Sections 155N and 255N) and on plan (Levels 4840 and

4890) based on a window of +/-25m laterally on the sections and +/-50m on the plans.

15. INTERPRETATION & CONCLUSIONS

The Point Leamington deposit consists of a VMS massive sulphide zone of zinc-copper-gold-silver mineralization at the contact of mafic volcanics in the hangingwall and a rhyolitic dome sequence in the footwall. Mineralization is interpreted to have occurred in several stages of replacement and brecciation along a prominent north-south trending zone. A central Hangingwall Zone dipping at 70 degrees to the west has been investigated by drilling along a 500 m strike length and to depths of ~400 m with widths varying from 4m to 20m (maximum 85m). The mineralization responds with difficulty to standard flotation metallurgy as demonstrated from bench-scale test work completed by Noranda.

The latest drilling by Rubicon in 1999/2000 provided evidence of extensions of the Main Zone massive sulphide zone(s) to the south compared to the earlier Noranda work. In addition, deep drilling to depths of >350m encountered stringer-style of pyrite mineralisation possibly representing a lower horizon with a favourable environment for massive sulphides deposition.

The overall dimensions of the mineralization, its location close to surface, good access close to tidewater, and promising exploration targets along strike and to depth, justify further consideration within TLC's overall corporate exploration plan. Deeper mineralisation below the main zone of sulphides would have to be of significantly higher grade than currently indicated (to support an underground operation), but remains a valid, although higher-risk exploration target.

16. RECOMMENDATIONS

A drill program is warranted to test the lateral and depth extents of the favourable massive sulphide zones at Point Leamington. Specific targets are:

- Down-dip from Hole #72 which intercepted ~8m of low-grade mineralisation in the massive sulphide horizon approximately 275m along strike beyond the main zone originally defined by Noranda in the 1970s and 1980s;
- Extensions of the interpreted high-grade Zn-Au zone at depth
- The deep footwall zone encountered by Rubicon in the 2000 drill program

Down-hole geophysics may also be useful to target zones for further drilling.

Other recommended work would include further geological investigation interpretation of the high-grade zinc zone, and limited metallurgical investigations with the objective of improving processing characteristics of the mineralisation.

Specific gravity measurements must be completed on a representative number of samples from various grade ranges to determine the relationship between grade and bulk density for all rock and mineralisation types; at the moment, the HATCH resource estimates are based on calculated numbers for specific gravity.

All future drill hole sampling should be completed with a full QA/QC program including the introduction of blank samples and representative standards into the assay stream at regular intervals. In addition, a representative number of random duplicates should be selected for re-assay at a second lab where the remaining pulps should be placed in new bags, given a random number supplied by TLC, and re-submitted to the primary lab. In this manner a representative number of assays can be completed in triplicate with checks available to both identify and quantify any laboratory bias and quantify sampling precision.

All drill holes should have down-hole surveys. A few older holes should also be re-surveyed for accuracy of the historical work, and holes twinned if required.

The additional work program recommended for Point Leamington would therefore be as follows:

WORK PROGRAM	DESCRIPTION	C$ THOUS.
Down-Hole Geophysics		$150
Diamond Drilling, Phase 1	5,000m @ $60/metre, all-in cost	$300
Metallurgical Testwork	To investigate potential for improved recoveries	$50
General & Admin		$25
Contingency, 10%		$25
TOTAL ESTIMATE		$550

Additional drill expenditures may be required depending on results of the Phase One drilling listed above.

REFERENCES

1. Noranda Exploration: various reports 1971-1980.

2. Rubicon Minerals Corporation: various internal reports, and submissions to the provincial government

STATEMENT OF QUALIFICATIONS

HATCH
- ----------
TLC VENTURES CORP. - POINT LEAMINGTON MASSIVE SULPHIDE DEPOSIT
INDEPENDENT TECHNICAL REPORT - APRIL 14, 2004

STATEMENT OF QUALIFICATIONS

I, Callum Leith Brown Grant, P.Eng., do hereby certify that:

I. I am currently employed as Manager of Geology & Mining by:

HATCH Associates Ltd.,
Suite 200, 1550 Alberni Street,
Vancouver, British Columbia,
CANADA V6G 1A5

II. I graduated with the degree of B.Sc. Geology (Honours) from the University of Aberdeen, Scotland in 1971. In addition I obtained the degree of M.Eng. (Mining) from McGill University in 1977.

III. I am a member of the Association of Professional Engineers and Geoscientists of the Province of British Columbia, and of the Association of Professional Engineers of the Province of Ontario.

IV. I have worked as a geologist and mining engineer for 27 years since my graduation from my first university.

V. I have read the definition of "qualified person" set out in National Instrument 43-101 ("NI 43-101") and certify that by reason of my education, affiliation with a professional association (as defined in NI 43-101) and past relevant work experience, I fulfill the requirements to be a "qualified person" for the purposes of NI 43-101.

VI. I am responsible for compiling this report (the "Technical Report") and supervising the resource estimation procedures. I visited the property in February 2004.

VII. I am not aware of any material fact or material change with respect to the subject matter of the Technical Report that is not reflected in the Technical Report, the omission to disclose which makes the Technical Report misleading.

VIII. I am independent of the issuer applying all the tests in section 1.5 of National Instrument 43-101.

IX. I have read National Instrument 43-101 and Form 43-101F1, and the Technical Report has been prepared in compliance with that instrument and form.

X. I consent to the filing of the Technical Report with any stock exchange and other regulatory authority and any publication by them, including electronic publication in the public company files on their website accessible by the public, of the Technical Report.

Dated this 14th day of April, 2004

/s/ CLB Grant, P.Eng.

CLB Grant, P.Eng.

CERTIFICATE G.H. Giroux

I, G.H. Giroux, of 982 Broadview Drive, North Vancouver, British Columbia, do hereby certify that:

1) I am a consulting geological engineer with an office at #513 - 675 West Hastings Street, Vancouver, British Columbia.

2) I am a graduate of the University of British Columbia in 1970 with a B.A. Sc. and in 1984 with a M.A. Sc., both in Geological Engineering.

3) I am a member in good standing of the Association of Professional Engineers and Geoscientists of the Province of British Columbia.

4) I have practiced my profession continuously since 1970.

5) I have read the definition of "qualified person" set out in National Instrument 43-101 and certify that by reason of education, experience, independence and affiliation with a professional association, I meet the requirements of an Independent Qualified Person as defined in National Policy 43-101.

6) This report is based on a study of the data and literature available on the Leamington Project. I am responsible for the resource estimations completed in Vancouver March 2004

7) I am not aware of any material fact or material change with respect to the subject matter of the technical report that is not reflected in the Technical Report.

8) I am independent of the issuer applying all of the tests in section 1.5 of National Instrument 43-101.

9) I have read National Instrument 43-101 and Form 43-101F1, and the Technical Report has been prepared in compliance with that instrument and form.

10) I consent to the filing of the Technical Report with any stock exchange and other regulatory authority and any publication by them, including electronic publication in the public files on their websites accessible by the public.

Dated this 14th day of April, 2004

G. H. Giroux, P.Eng., MASc.

APPENDIX I

FIGURES

FIGURE I-1: SECTION 155 N SHOWING GEOLOGIC DOMAINS WITHIN BLOCK MODEL

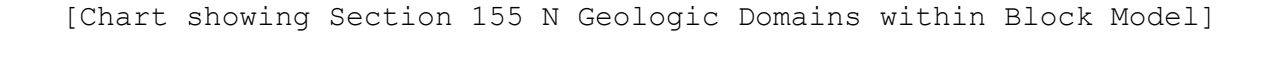
[Chart showing Section 155 N Geologic Domains within Block Model]

FIGURE I-2 : SECTION 255 N SHOWING GEOLOGIC DOMAINS WITHIN BLOCK MODEL

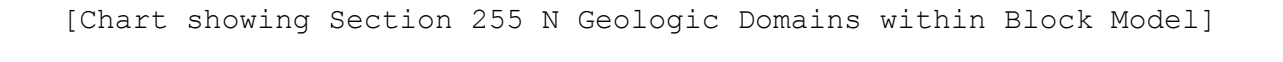
[Chart showing Section 255 N Geologic Domains within Block Model]

FIGURE I-3: 4840 LEVEL PLAN SHOWING GEOLOGICAL DOMAINS

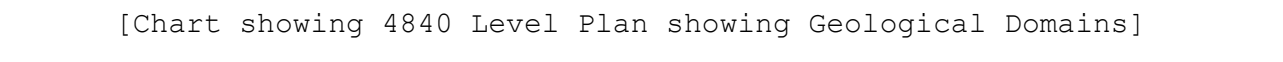
[Chart showing 4840 Level Plan showing Geological Domains]

FIGURE I-4: 4890 LEVEL PLAN SHOWING GEOLOGICAL DOMAINS

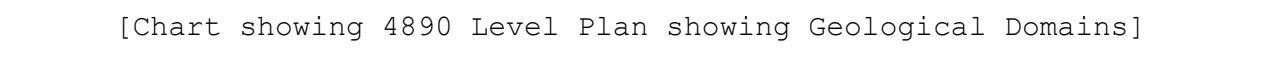
[Chart showing 4890 Level Plan showing Geological Domains]

FIGURE I-5: ZINC GRADE DISTRIBUTION, SECTION 155N

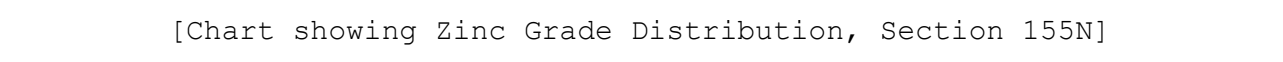
[Chart showing Zinc Grade Distribution, Section 155N]

FIGURE I-6: ZINC GRADE DISTRIBUTION, SECTION 255N

[Chart showing Zinc Grade Distribution, Section 255N]

FIGURE I-7: ZINC GRADE DISTRIBUTION, LEVEL 4840

[Chart showing Zinc Grade Distribution, Level 4840]

FIGURE I-8: ZINC GRADE DISTRIBUTION, 4890 LEVEL

[Chart showing Zinc Grade Distribution, Level 4890]