

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made as of the 1st day of August, 2007.

BETWEEN:

COPPER REEF MINING CORPORATION, a company incorporated under the laws of the Province of Manitoba and having an office at 1000 Closson Road, Hillier, Ontario K0K 2J0

(hereinafter called the "Company")

OF THE FIRST PART

AND:

STEVE MASSON, a Professional Geologist P. Geo, M.Sc. having an address at Box 306, 6 Mitchell Road, Flin Flon, Manitoba R8A 1N1

(hereinafter called "Masson")

OF THE SECOND PART

AND:

M'ORE EXPLORATION SERVICES LIMITED, a company incorporated under the laws of the Province of Manitoba and having an office at Box 306, 12 Mitchell Road, Flin Flon, Manitoba R8A 1N1

(herein called the "Consultant")

OF THE THIRD PART

WHEREAS:

- A. The Consultant is a company engaged in the business of providing senior management services and other corporate consulting services to businesses;
- B. The Company desires to secure the hereinafter described Services of the Consultant and Masson has the necessary skills and background to provide the Services on behalf of the Consultant and is a director, officer and shareholder of the Consultant. For the purposes of this Agreement, any reference to Consultant shall be deemed to include Masson; and
- C. The Consultant has agreed to provide the Services to the Company in accordance with the terms and conditions herein set forth;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the respective covenants and agreements hereinafter contained and the sum of One Dollar now paid by the Company to the Consultant (the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

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1. **Definitions**

1.1 Unless the context requires otherwise, the following terms shall have the meanings set out below when used in this Agreement:

- (a) "Confidential Information" means trade secrets and other information relating to the Business not generally known to the public that is owned by the Company, or by any company affiliated, associated or related to the Company, or by any of its suppliers, customers or other business partners. Confidential Information includes, without limitations, all Developments, source code, and related documentation, financial information, legal, corporate, marketing, product, research, technical, manufacturing, personnel, customer and supplier information and any other information, in whatever form or media, specifically identified as confidential by the Company, or the nature of which is such that it would generally be considered confidential in the industry in which the Company operates, or which the Company is obligated to treat as confidential or proprietary.

2. **Contract for Services**

2.1 The Company hereby engages the Consultant to provide the consulting services specified in Schedule "A" hereto (the "Services") and the Consultant hereby accepts such engagement and agrees to perform the Services on the following terms and conditions.

3. **Term and Termination**

3.1 Subject to the provisions hereof the term of this Agreement shall be twenty four (24) months commencing August 1, 2007 (the "renewed term") at which time it is agreed that, unless terminated in accordance with the provisions of this Agreement, it will be automatically renewed on the same terms and conditions for a further term of 24 months unless either party has advised the other party in writing at least thirty (30) days prior to the expiry date that this Agreement is not to be renewed.

3.2 The Company, upon giving notice to the Consultant, may at any time during the renewed term, terminate this Agreement immediately upon the occurrence of any of the following events:

- (a) the Consultant committing or acts in a fraudulent or negligent manner in provision of the Services;
- (b) becomes bankrupt, is charged and subsequently convicted of an Indictable criminal offence or is the subject of a cease trade order of a securities regulatory authority;
- (c) the breach or default of any material term of this Agreement by the Consultant or the failure of the Consultant to meet in all material respects annual performance objectives established by the Board of Directors in consultation with the Consultant and communicated in writing to the Consultant, if such breach, default or failure has not been remedied to the satisfaction of the Company within 30 days after written notice of the breach or default has been delivered by the Company to the Consultant, as the case may be; or
- (d) fails to provide the Services upon the terms and conditions of this Agreement or otherwise breaches any term of this Agreement; and

any portion of the Fee which has accrued up to the time of termination will be paid in cash to the Consultant within 30 days of termination (the "Payment Date"), and any and all options issued to the Consultant shall expire on the Payment Date.

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- 3.3 The Consultant may terminate its obligations under this Agreement only as follows:
- (a) upon the breach or default of any material term of this Agreement by the Company if such breach or default has not been remedied to the satisfaction of the Consultant, within 30 days after written notice of the breach or default has been delivered by the Consultant to the Company; or
 - (b) at any time within 6 months following the date on which there is a Change of Control.
- 3.4 For the purposes of section 3.3, a "change of control" (a "Change of Control") shall be deemed to have occurred when:
- (a) a person becomes a "control person" (as that term is defined in the Securities Act (British Columbia) and which definitions is set out in Schedule "B" hereto) of the Company; or
 - (b) a majority of the directors elected at any annual or special general meeting of the shareholders of the Company are not individuals nominated by the Company's then-incumbent board of directors; or
 - (c) any person or group of persons acquires the ability, directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of the Company through
 - (i) the legal or beneficial ownership of voting securities;
 - (ii) the right to appoint managers, directors or corporate management;
 - (iii) contract; operating agreement; voting trust; or
 - (iv) otherwise.
- 3.5 In the event of the termination of the Consultant's engagement under this Agreement by the Company or pursuant to clause 3.2 or pursuant to section 3.3 herein, the Company shall pay to the Consultant an amount equal to twenty four times the Fee (the "Termination Payment"). The Termination Payment is to be paid to the Consultant in three equal instalments over a period of three years commencing from the date of termination. Furthermore, any stock options issued to the Consultant which, immediately prior to the Notice Date have not vested in the Consultant, will immediately vest in the Consultant on the date of termination.

4. Character and Extent of Services to be Provided

- 4.1 It is the mutual intent of the parties that the Consultant shall act strictly in a professional consulting capacity as an independent contractor for all purposes and in all situations and shall not be considered an employee of the Company. The Consultant shall retain full control as to the manner and selection of methods with respect to the provisions of consulting services to the Company.
- 4.2 The Consultant covenants and agrees to provide the Services in a diligent, careful, skillful and efficient manner in keeping with the commercial standards of the Consultant's industry.

5. Source Deductions

- 5.1 The Company shall have no obligation to, and shall not make any source deductions with respect to the Consultant. The Consultant shall make all source deductions, if any, required to be made in respect of the Consultant in respect of income tax, and all other required remittances and

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deductions, and remit same as and when required and shall indemnify and hold harmless the Company and each of its officers, directors and employees from any liability in respect thereof.

6. Reporting

6.1 The Consultant shall report to the President of the Company, or to such person or persons designated by the Company (the "Company's Representative").

7. Commitment to Consulting Services

7.1 Unless otherwise determined by the Company, the Consultant shall devote 75% of his time to providing the Services to the Company.

7.2 Rental Fees and Secretarial

8. Compensation and Expenses

8.1 The Company shall pay the Consultant a fee of (CDN) \$12,000 per month (the "Fee") for the Services. The Fee shall be payable to the Consultant according to the Company's regular schedule, but no less frequently than monthly.

8.2 The Consultant however will be permitted to subcontract supportive services such as linecutting, geophysics, surveying, geological, land management, drilling or any other services required to fulfill Copper Reef's exploration needs and charge a management fee for this service of 10% but only 5% on drilling and assaying. No Management fees will be charged on services carried out directly by M'Ore and its employees.

8.3 **Rental-** M'Ore will provide an Exploration Office located at 12 Mitchell Rd at a rate of \$1,500/Mth. plus utilities. Included in this is M'Ore computers, software and furniture. M'Ore will provide sample storage (Garage and sheds) and core storage areas at 14 Mitchell and 6 Mitchell Road at a rate of \$600/ month. If it wishes to do so, Copper Reef may rent Atco trailers (camps), snowmobiles, sleds and ATV from M'Ore at 20% lower than going rates for the area as they are needed; and for ongoing maintenance, fuel and tires of these vehicles. Copper Reef will reimburse M'Ore for its Core Logging-Field Office-Core Cutting 40 ft. Atco trailer at \$1000/month during periods of drilling. Diamond saw blades and bearings to be charged as extra at cost. Copper Reef shall reimburse M'Ore's in-house Geophysical Surveys at going rates for the area. Copper Reef shall reimburse M'Ore for the rental of a Four Wheel Drive Truck at the rate of \$1200/m for the year and when more than one is needed at the going rate for such a vehicle for the period.

8.4 Copper Reef shall reimburse M'Ore for all office supplies, field supplies, and materials necessary to function as an exploration office at cost. Copper Reef will pay the Salary of M'Ore's book keeper /secretary at rate consistent with her total cost to M'Ore.

8.5 The Company will give serious consideration to granting to the Consultant 500,000 incentive stock options (the "Options") to Masson at the time it considers granting stock options to its officers and directors

8.6 The Company shall reimburse the Consultant for all reasonable travel, entertainment and other expenses incurred or paid by the Consultant in connection with, or related to, the performance of his duties, responsibilities or services under this Agreement, upon presentation by the Consultant of documentation, expense statements, vouchers and/or such other supporting information as the Company may request.

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8.7 In addition to the Fee, the Consultant may, in the absolute discretion of the Company, receive from the Company a bonus payment, as determined from time to time by the board of directors, for the Services provided pursuant to this Agreement.

9. **Stock Options**

9.1 Subject to the approval of the board of directors of the Company, it is intended that Masson and/the Consultant be granted incentive stock options in accordance with the Company's stock option plan. The granting of the options and the amount and exercise price shall be in the discretion of the Board of Directors of the Company.

10. **Confidential Information**

10.1 The Consultant acknowledges that as Consultant, the Company will disclose to the Consultant or allow the Consultant access to Confidential Information. The Consultant further acknowledges that this information is of significant value to the Company.

10.2 The Consultant agrees that nothing in this Agreement, or otherwise, shall allow the Consultant to acquire any right, title or interest in or to the Confidential Information.

10.3 During the term of this Agreement and thereafter, the Consultant shall maintain in strict confidence all Confidential Information disclosed to him, or to which he obtains access, as a result of this Agreement, or otherwise. The Consultant shall take all necessary precautions against unauthorized disclosure of the Confidential Information during the term of this Agreement and thereafter. Without limitation, the Consultant shall not, directly or indirectly, disclose, allow access to, transmit or transfer Confidential Information to a third party without the Company's consent, or use or reproduce such Confidential Information, in any manner, except as reasonably required to fulfil the purposes of this Agreement. The Consultant shall ensure that every copy he makes of any Confidential Information is clearly marked, or otherwise identified, as confidential and proprietary to the Company, and is stored in a secure location while in the Consultant's possession, control, charge or custody. Notwithstanding the foregoing of this section 10.3., to the extent the Consultant can establish he is required by law to disclose Confidential Information, he shall be permitted to do so, provided that notice of this requirement to disclose is first delivered to the Company, so that it may contest this potential disclosure.

10.4 The non-disclosure obligations under this Agreement shall not apply to Confidential Information which the Consultant can establish:

- (a) is, or becomes, readily available to the public other than through a breach of this Agreement;
- (b) is disclosed lawfully and not in breach of any contractual or other legal obligation to him by a third party;
- (c) was disclosure compelled by judicial or administrative proceedings; or
- (d) was independently developed by the Consultant without the use of the Confidential Information;

10.5 The Consultant also agrees that the unauthorized disclosure of any Confidential Information during his tenure with the Company could constitute just cause for termination of his Services.

11. **Assignment and Sub-contracting**

~~The~~ The Consultant may not assign or sub-contract this Agreement or any portion of it to another without the express written consent of the Company since the Company is relying on the special

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expertise of the Consultant to properly provide the Services. The Consultant however will be permitted to subcontract supportive services such as linecutting, geophysics, surveying, geological, land management, drilling or any other services required to full fill Copper Reef's exploration needs.

12. Provisions which Operate Following Termination

12.1 The provisions of section 10 shall continue in full force and effect for a period of two (2) years after termination of this Agreement.

13. Independent Contractor

13.1 This Agreement creates only an independent contractor relationship between the Company and the Consultant. The Consultant shall be entitled to hold himself out as the Company's Chief Exploration Manager and shall have authority to act and bind the Company in such manners as are consistent with his duties hereunder, at the direction of the Company's Board of Directors. The Consultant will not be deemed to be an employee of the Company nor will he be entitled to any of the benefits provided by the Company to their employees. The Consultant only will be responsible for the acts of the Consultant.

14. General

14.1 This Agreement and the obligations of the parties shall be binding upon the parties and their heirs, executors, successors and permitted assigns. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba. Notices under this Agreement must be sent by personal delivery, facsimile or registered mail to the appropriate party at its address stated on the first page of this Agreement or to a new address if the other has been properly notified of the change. Such notice shall be deemed to be delivered, if by personal delivery when delivered; if by facsimile when the transmitting machine produces a report confirming the successful transmission; and if delivered by registered mail on the third day following such mailing. If any covenant or provision herein is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision and the foregoing clauses are declared to be separate and distinct covenants. The parties shall deliver to each other further documentation and shall perform such further acts as and when the same may be required to carry out and give effect to the terms and intent of this Agreement. No waiver or consent by a party of or to any breach or default by any other party shall be effective unless evidenced in writing, executed and delivered by the party so waiving or consenting and no waiver or consent effectively given as aforesaid shall operate as a waiver of or consent to any further or other breach or default in relation to the same or any other provision of this Agreement.

14.2 Notice may be given to either party by sending it through the post in pre-paid mail or delivered to the party for whom it is intended, at the principal address of such party provided herein or at such other address as may be given in writing by such party to the other, and any notice if posted shall be deemed to have been given at the expiration of three (3) business days after posting and if delivered, on delivery.

14.3 The Consultant acknowledges and consents to the collection, use and disclosure by the Company of any of the Consultants' personal information (as that term is defined in the privacy legislation of the Province of Manitoba and of Canada, as applicable) to the securities regulatory authorities in Manitoba and in such other jurisdictions as may be necessary.

14.4 In the event that a court of competent jurisdiction deems any provision of this Agreement to be invalid or unenforceable due to law or public policy, the invalidity or unenforceability of any

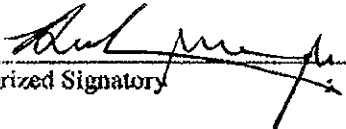
particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

15. Counterparts

15.1 This Agreement may be executed in counterparts and by facsimile each of which shall represent a signed original copy of this Agreement and all of which together shall constitute one and the same Agreement.

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

THE CORPORATE SEAL OF
COPPER REEF MINING CORPORATION
was hereunto affixed in the presence of:


Authorized Signatory

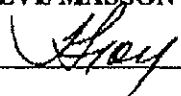
C/S

THE CORPORATE SEAL OF
M'ORE EXPLORATION SERVICES
LIMITED was hereunto affixed in the
presence of:

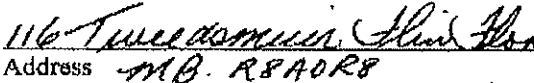

Authorized Signatory

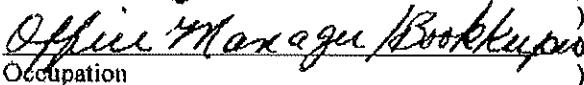
C/S

SIGNED, SEALED AND DELIVERED
by STEVE MASSON in the presence of:


Name


STEVE MASSON


Address


Occupation

SCHEDULE "A"

DESCRIPTION OF CONSULTING SERVICES

1. Fulfill the role of Chief Exploration Manager of the Company with full responsibility for all of the duties of this position.
2. Provide such other services as may reasonably be requested by the Company from time to time.

SCHEDULE B

DEFINITION OF CONTROL PERSON

"control person" means

(a) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or

(b) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,

and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer,