AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT is made on 1 April 2014

BETWEEN:

(1) **RED CRESCENT RESOURCES LIMITED**, a company incorporated pursuant to the laws of Ontario having a registered office at 77 King Street West, TD Centre, PO Box 95, Toronto, Ontario M5K 1G8 (the "Seller"); and

(2) **EBULLIO MINING LIMITED**, a company incorporated and registered in England and Wales with company number 8856102 whose registered office is at 33 Clarence Street, Southend on Sea, Essex SS1 1BH (the "Buyer").

RECITALS:

(A) The Seller and the Buyer entered into a share purchase agreement dated 31 January 2014 relating to the entire issued share capital of RCR Holding Anonim Şirketi (the "**Share Purchase Agreement**"), pursuant to which the Seller agreed to sell or procure the sale of, and the Buyer agreed to buy, the Sale Shares subject to the terms and conditions of the Share Purchase Agreement.

(B) The parties have agreed to amend the Share Purchase Agreement as set out in this Amendment Agreement.

(C) This Amendment Agreement is supplemental to the Share Purchase Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the Share Purchase Agreement shall have the same meaning when used in this Amendment Agreement.

1.2 The rules of interpretation of the Share Purchase Agreement shall apply to this Amendment Agreement as if set out in this Amendment Agreement.

1.3 Unless the context otherwise requires, references in the Share Purchase Agreement to "this agreement" shall be to the Share Purchase Agreement as amended by this Amendment Agreement.

1.4 To the extent that there is any inconsistency between the terms of the Amendment Agreement and the terms of the Share Purchase Agreement, then the terms of the Amendment Agreement shall prevail.

2. AMENDMENTS TO THE SHARE PURCHASE AGREEMENT

2.1 The Share Purchase Agreement shall be amended with effect on and from the date of this Amendment Agreement.

2.2 Clause 1.1 of the Share Purchase Agreement shall be amended by inserting a new definition of "Longstop Date" in place of the existing definition as follows:

""Longstop Date"	6.00pm (UK time) on 15 April 2014 or such later time and date as may be agreed in writing between the

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Buyer and the Seller;".

2.3 Clause 5.2 of the Share Purchase Agreement shall be deleted in its entirety and replaced with the following:

"5.2 In this Agreement, "Completion Date" means 15 April 2014, unless Completion is deferred in accordance with clause 5.5, in which event the Completion Date shall be the date to which Completion is so deferred."

2.4 A new clause 5.9 shall be incorporated into the Agreement as follows:

"5.9 The Buyer undertakes that upon Completion it will be responsible for the periodic costs of the Business incurred in the usual course of business from and including 1 April 2014 through to Completion."

2.5 Clause 6.6 of the Agreement shall be deleted in its entirety and replaced with the following:

"6.6 If at any time during the Interim Period it becomes apparent that any event or issue is existing which would have a material adverse economic impact on the ability of RCR Quantum Madencilik İthalat İhracat Sanayi ve Ticaret Anonim Şirketi ("RCR Quantum") to generate revenue in the future from the extraction and sale of copper ore from the territory to which the mining licences held in the name of RCR Quantum relate, then the Buyer is entitled to rescind the Agreement, unless such event or issue is capable of remedy and the Seller has remedied the event or issue to the reasonable satisfaction of the Buyer (in which case the Buyer would be required to proceed to Completion on the Completion Date). In the event that the Buyer becomes aware during the Interim Period of any other issue or event which would otherwise constitute a Claim then the Buyer acknowledges that it has no right to rescind the Agreement and if the Buyer wished to take action it would be required to bring a Claim following Completion in which case the provisions of clause 7.7 of the Agreement would apply."

3. GOVERNING LAW AND JURISDICTION

3.1 This Amendment Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

3.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Amendment Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS of which this Amendment Agreement has been signed by each of the parties on the day and the year first stated above.

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Signed by
RED CRESCENT RESOURCES LIMITED
acting by an authorized signatory

/s/ Grant V. Sawiak
Authorized Signatory

Print name Grant V. Sawiak, Assistant Secretary

Signed by
EBULLIO MINING LIMITED

/s/ J. Crawley

Print name J. Crawley, Director