EXECUTION COPY

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

among

SILVER STAR RESOURCES LLC, A COLORADO LIMITED LIABILITY COMPANY,
STAR MINE OPERATIONS LLC, A COLORADO LIMITED LIABILITY COMPANY,
AND
REVENUE-VIRGINIUS MINES CORPORATION, A COLORADO CORPORATION

as Sellers,

FORTUNE REVENUE SILVER MINES, INC., A COLORADO CORPORATION

as Buyer

and

FORTUNE MINERALS LIMITED, AN ONTARIO CORPORATION

as Parent

dated as of May 1, 2014

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PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

This Participating Interest and Asset Purchase Agreement (this "Agreement"), dated as of May 1, 2014, is entered into among Revenue-Virginius Mines Corporation, a Colorado corporation ("RVM"), Silver Star Resources, LLC, a Colorado limited liability company ("SSR") and Star Mine Operations, LLC, a Colorado limited liability company ("Star" and together with SSR and RVM, the "Sellers"), Yankee Boy Resources, LLC, a Colorado limited liability company, James D. Leake, Richard Frommer (together with SSR and RVM and pursuant to the definition set forth below, the "Participating Interest Holders"), Fortune Revenue Silver Mines Inc., a Colorado corporation ("Buyer"), Fortune Minerals Limited, an Ontario corporation ("Parent").

Recitals

A. RVM owns legal title to the patented and unpatented mining claims set forth on **Exhibit A-1** hereto (the "RVM Mining Claims"), which mining claims make up the Revenue Mine (the "Mine").

B. SSR owns legal title to the patented and unpatented mining claims set forth on **Exhibit A-2** hereto (the "SSR Mining Claims," and together with the RVM Mining Claims, the "Mining Claims").

C. Star owns or holds certain contracts, permits and other assets used in connection with the Mine (the "Star Mine Assets, and together with the RVM Mining Claims, the Mine Assets") and manages and operates the Mine on behalf of the Participating Interest Holders pursuant to that certain Operating Agreement dated as of July 9, 2012 among Star, RVM, SSR and the Participating Interest Holders (the "Mine Operating Agreement").

D. Buyer wishes to purchase the Participating Interest, the Mine Assets and the SSR Mining Claims from Sellers, and to become the owner and operator of the Mine and Business, and Sellers wish to sell their respective interests in the Mine Assets and the SSR Mining Claims to Buyer, and transfer and convey operation of the Mine and Business to Buyer, all upon the terms and conditions set forth herein.

Agreement

In consideration of the foregoing Recitals, which are incorporated herein by reference, and the mutual covenants, agreements, conditions and representations hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

The following terms have the meanings specified or referred to in this Article 1:

"2011 Stock Purchase Agreement" means the Stock Purchase Agreement dated [redacted] among Mr. James W. Williams, Jr. and Rory J. Williams, as successors in interests to SSR, and the sellers named therein, as amended. The date of the 2011 Stock Purchase Agreement is redacted.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Assumption Agreement" means an Assignment and Assumption Agreement in the form attached hereto as **Exhibit B-1**.

"Agreement" has the meaning set forth in the Preamble.

"Area of Interest" means the area or areas lying within a distance of two (2) miles from the external perimeter of any of the Mining Claims.

"Asset Closing Termination Date" has the meaning set forth in Section 12.1(c)(i).

"Asset Purchase Cash Payment" has the meaning set forth in Section 3.3(a).

"Asset Purchase Closing" has the meaning set forth in Section 3.1.

"Asset Purchase Closing Date" has the meaning set forth in Section 3.1.

"Asset Purchase Drop Dead Date" has the meaning set forth in Section 12.1(b)(ii).

"Asset Purchase Transaction" has the meaning set forth in Section 3.1

"Assumed Liabilities" means:

(i) all duties, obligations and Liabilities arising from, under or in connection with being the operator of the Mine from and after the Effective Time, and the record owner of the Mine from and after the Asset Purchase Closing Date, or with operating the Business for any period from and after the Effective Time, other than Excluded Liabilities;

(ii) all Liabilities of Sellers arising from, under or in connection with the Purchased Assets from and after the Asset Purchase Closing Date, other than Excluded Liabilities;

(iii) all accounts payable associated with the Business and the operations of the Mine for which an invoice is received by Sellers or the Business on or after the Effective Time (other than Legal Expense Amounts);

(iv) all obligations of the Sellers incurred in the ordinary course of business for Transferred Employees, including accrued salary, PTO, vacation, or sick leave, current payroll taxes to Governmental Authorities, payments to Seller Benefit Plan providers for health, dental and vision coverage, and other similar payroll liabilities ("Transferred Employee Payroll Obligations");

(v) all duties, obligations and Liabilities assumed by Buyer under the Stock Purchase Assumption Agreement; and

(vi) performance obligations under Purchased Contracts for periods after the Effective Time.

"Bill of Sale" means a Bill of Sale in the form attached hereto as **Exhibit C**.

"Business" means the business and operations of the Mine as they have been conducted by Sellers since January 1, 2012.

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in Denver, Colorado are closed for business.

"Buyer" has the meaning set forth in the Preamble.

"Buyer Guarantee" has the meaning set forth in Section 9.2(a).

"Claim" means any claim, suit, cause of action, right of set-off, counterclaim, defense, or other right to legal, equitable, administrative, or arbitral remedy of any kind.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidentiality Agreement" means the Confidentiality Agreement, dated January 30, 2014, among Star, RVM and Parent.

"Contract" means any contract, agreement, note, instrument, lease, license, commitment, arrangement, understanding, undertaking, or other commitment or obligation, whether written or oral.

"Damages" means all losses, damages, dues, penalties, fines, costs, amounts paid in settlement, Taxes, liens, expenses, and fees, including legal costs, costs of experts and consultants, and attorney's fees and expenses.

"Data Room" means the electronic documentation site established on behalf of Sellers and where access thereto has been provided to Buyer and Parent for the purposes of conducting due diligence.

"Direct Claim" has the meaning set forth in Section 8.5(c).

"Disclosure Schedules" means the Schedules provided under Article 4 that form part of this Agreement and are delivered by Sellers and Buyer concurrently with the execution and delivery of this Agreement.

"Documents" means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, lists of past, present and/or prospective customers, supplier lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

"Dollars or $" means the lawful currency of the United States.

"Effective Time" means 5:00 p.m. MDT on May 1, 2014.

"Employees" has the meaning set forth in Section 4.12.

"Encumbrance" means any lien, pledge, mortgage, deed of trust, security interest, charge, claim, easement, encroachment, pre-emptive right or right of first refusal, restrictive covenant or other similar encumbrance or arrangement or condition which, in substance, secures payment or performance of an obligation.

"Environmental Claim" means any action, suit, claim, investigation or other legal proceeding by any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (i) the presence, Release of, or exposure to, any Hazardous Materials; or (ii) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"Environmental Law" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (i) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (ii) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251

et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"Environmental Notice" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permit" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any regulations promulgated thereunder.

"ERISA Affiliate" means each corporation or trade or business (whether or not incorporated) which together with any Seller is treated as a single employer for purposes of Section 414 of the Code.

"Excess Amount" has the meaning set forth in Section 2.5(b).

"Excluded Assets" means each of the following assets held by a Seller, Star or a Participating Interest Holder, as the case may be:

(i) all rights of each Participating Interest Holder and/or Seller under this Agreement and the Transaction Documents;

(ii) all cash, cash equivalents, and marketable securities of each Seller;

(iii) all accounts receivable associated with the Business and the operations of the Mine;

(iv) all minute books, organizational documents, stock registers and such other books and records of each Seller as pertain to the ownership, organization or existence of such Seller;

(v) all third party property and casualty insurance proceeds, and all rights to third party property and casualty insurance proceeds, in each case to the extent received or receivable in respect of the Business by any Seller or Affiliate of a Seller as of the Asset Purchase Closing Date;

(vi) all deposits (including customer deposits and security for rent, electricity, telephone or otherwise) and prepaid charges and expenses, including any prepaid rent, prepaid property taxes and similar items, of each Seller as of the Asset Purchase Closing Date; and

(vii) all tangible personal property of Star located at the offices of Sellers in Denver, Colorado, or otherwise not located in Ouray County, Colorado, that do not relate to the operation of the Business.

"Excluded Liabilities" means, excluding the Assumed Liabilities, all liabilities and obligations of the Sellers and Participating Interest Holders existing on or prior to the Effective Time, including:

(i) all liabilities and obligations of Sellers which are unrelated to the Purchased Assets or the operation of the Mine or the Business;

(ii) all accounts payable associated with the Business and the operations of the Mine for which an invoice is received by Sellers or the Business before the Effective Time;

(iii) all liabilities and obligations related to the November 17, 2013 Mine Accident;

(iv) any Indebtedness of a Participating Interest Holder relating to the Business or the operations of the Mine or the Purchased Assets, existing on or prior to the Effective Time, other than (a) amounts due after the Effective Time in respect of equipment located at the Mine that is subject to lease or purchase obligations and (b) the obligations assumed by Buyer under the Stock Purchase Assumption Agreement;

(v) all liabilities, obligations and rights in respect of any Claim in progress against Sellers as of the Effective Time or arising in the future due to a fact, event, omission or circumstance that occurred or, in the case of an omission, did not occur, prior to the Effective Time;

(vi) except as specifically set forth in Section 10.2 with respect to Property Taxes or Section 6.10 with respect to Transfer Taxes, any Liability for (i) Taxes of the Sellers (or any shareholder, member or Affiliate of the Sellers) or the Participating Interest Holders, including Taxes that become a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor Liability or otherwise by operation of contract or Law, or (ii) Taxes resulting from, relating to, arising in connection with the use, or attributable to (A) the ownership or operation of the Purchased Assets or the Business prior to the Effective Time, or (B) the transfer of the Purchased Assets or the Business pursuant to this Agreement; and

(vii) any obligation or liability with respect to (i) workers compensation claims against a Seller that relate to the period on or before the Effective Time, (ii) severance for non-Transferred Employees, or (iii) benefits provided, claims under or any other obligation or liability arising under or relating to any Seller Benefit Plan, in each case owed or with respect to any current or former employee, director, officer, consultant or

independent contractor of any Seller or any ERISA Affiliate (or any dependent or beneficiary of the foregoing), whether or not any such individual enters into employment or other service relationship with Buyer after the Asset Purchase Closing.

"Governing Document" means the articles or certificate of incorporation or formation, bylaws, operating agreement, limited liability company agreement, partnership agreement, limited partnership agreement, board resolutions, and other similar documents, instruments or certificates executed, adopted, or filed in connection with the creation, formation, or organization of a Person, including any amendments thereto.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Hazardous Materials" means any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is controlled or regulated under Environmental Laws, including without limitation: (i) such materials designated as hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (ii) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

"Indebtedness" of any Person means, without duplication, (a) the principal, accreted value, accrued and unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of (i) indebtedness of such Person for money borrowed and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (b) all obligations of such Person under leases required to be capitalized in accordance with Sellers' historical accounting practices and procedures; (c) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (d) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (e) all obligations of the type referred to in clauses (a) through (d) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (f) all obligations of the type referred to in clauses (a) through (d) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Encumbrance on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Indemnified Party" has the meaning set forth in Section 8.4.

"Indemnified Party Representative" means in the case of Buyer, Buyer and in the case of Sellers, Rory J. Williams.

"Indemnifying Party" has the meaning set forth in Section 8.4.

"Indemnifying Party Representative" means in the case of Buyer, Buyer and in the case of Sellers, Rory J. Williams.

"Installment Cash Payments" has the meaning set forth in Section 3.3(b).

"Interim Period" means the period from the Effective Time until the earliest of: (i) the Asset Purchase Closing Date; or (ii) this Agreement is terminated in accordance with Article 12.

"Interim Period Expenditures" has the meaning set forth in Section 2.5(a).

"Interim Period Liabilities" has the meaning set forth in Section 2.4(a).

"Interim Period Plan" means the plan to be agreed to by the parties hereto within three (3) weeks of the Effective Date, detailing the operations of the Mine during the Interim Period.

"Knowledge of Sellers" or "Sellers' Knowledge" or any other similar knowledge qualification with respect to any individual Seller or group of Sellers, means the actual knowledge of either Rory J. Williams or James W. Williams, Jr. or the knowledge which Rory J. Williams or James W. Williams, Jr. would have had if they had made diligent inquiry of such employees and officers or managers, as applicable, of Sellers as a prudent Person would have considered necessary or advisable as to the matters that are the subject of the representations and warranties.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority, including any Governmental Order.

"Liability" means any debt, liability or obligation of any kind, whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and all Claims, damages, Encumbrances, and Indebtedness resulting from any of the foregoing.

"Material Adverse Effect" means any event, occurrence, fact, condition or change that is materially adverse to (i) the Purchased Assets or the Business, or (ii) the ability of Sellers to consummate the transactions contemplated hereby; *provided, however*, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to

be taken) with the written consent of or at the written request of Buyer; (vi) any action taken by Buyer during the Interim Period as the operator of the Mine; (vii) any natural or man-made disaster or acts of God; (viii) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded); or (ix) any changes in applicable Laws or accounting rules.

"Mine" has the meaning set forth in the Recitals.

"Mine Management Agreement" means a Mine Management Agreement between SSR and Buyer and/or their respective Affiliates in the form attached hereto as **Exhibit G**.

"Mine Operating Agreement" has the meaning set forth in the Recitals.

"Mining Claims" means the patented and unpatented mining claims set forth on **Exhibit A-1** and **Exhibit A-2**.

"Non-assignable Assets" has the meaning set forth in Section 2.3.

"November 17, 2013 Mine Accident" means the accident that took place at the Mine on November 17, 2013 and the subsequent MSHA investigation into such accident.

"Participating Interest" means a participating interest in the Business as defined by and pursuant to the Mine Operating Agreement.

"Participating Interest Cash Payment" has the meaning set forth in Section 3.2(a).

"Participating Interest Closing" has the meaning set forth in Section 3.2(a).

"Participating Interest Closing Date" has the meaning set forth in Section 3.1.

"Participating Interest Drop Dead Date" has the meaning set forth in Section 12.1(b)(i).

"Participating Interest Equity Payment" has the meaning set forth in Section 3.2(b).

"Participating Interest Holders" means Yankee Boy Resources, LLC, a Colorado limited liability company, James D. Leake, Richard Frommer, SSR and RVM; provided that for purposes of this definition, RVM shall be deemed to be included in, and one and the same with, SSR, and SSR and RVM together shall be deemed to hold a 96.75% Participating Interest (prior to the Participating Interest Closing).

"Participating Interest Holder's Shortfall Amount" has the meaning set forth in Section 2.5(a).

"Participating Interest Transaction" has the meaning set forth in Section 3.1.

"Permits" has the meaning set forth in the definition of 'Purchased Assets'.

"Permitted Encumbrances" means: (i) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with Sellers' historical accounting practices and procedures have been made in the books of Sellers; (ii) mechanics', carriers', workers', repairers' and similar liens arising or incurred in the ordinary course of business; (iii) environmental regulations by any Governmental Authority; (iv) title of a lessor under a capital or operating lease; (v) terms and conditions of the 2011 Stock Purchase Agreement and any Purchased Contract, including liens pursuant to the equipment financing leases being assumed by Buyer at the Asset Purchase Closing, and as specifically set out in **Schedule 4.6(c)**; (vi) all covenants, conditions, restrictions, easements, charges, rights-of-way, title defects or other encumbrances on title and similar matters filed of record in the real property records regarding the property to which they relate; (vii) such liens, imperfections in title, charges, easements, restrictions, encumbrances or other matters that are due to zoning or subdivision, entitlement, and other land use Laws or regulations; (viii) liens or encumbrances that arise solely by reason of acts of or with the approval of Buyer; and (ix) any set of facts an accurate up to date survey would show, provided such facts do not materially interfere with the operation of the Business in the ordinary course.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Priority Lienholder" has the meaning set forth in Section 6.13.

"Promissory Note" means a Promissory Note in the form attached hereto as **Exhibit D**, made by Buyer in favor of each Seller and/or Participating Interest Holder in the principal amount to be designated by SSR, as agent for and on behalf of the Sellers and Participating Interest Holders, prior to the Asset Purchase Closing, and in aggregate principal amount of $34,500,000, dated as of the Asset Purchase Closing Date.

"Property Taxes" has the meaning set forth in Section 10.2.

"Proposed Asset Allocation Schedule" has the meaning set forth in Section 3.10.

"Purchased Assets" means all assets used or intended to be used in connection with the Mine, the Business and the SSR Mining Claims, including:

(i) all right, title and interest of RVM and SSR, respectively, in and to the Mining Claims, including surface and mineral fee estates, if any, and the mining claims in the lands described in **Exhibits A-1** and **A-2** hereto, together with all of RVM's and SSR's respective right, title and interest in property and rights incident thereto;

(ii) all water rights listed on **Exhibit A-1**;

(iii) any accounts receivable incurred from sales of products by the Business after the Effective Time;

(iv) rights and obligations to and under the Contracts set forth on **Schedule 4.6(a)**, listed by which Seller is the contracting party to each such Contract (collectively, the "Purchased Contracts");

(v) all other rights, privileges, benefits and powers conferred upon the owner and holder of the Mining Claims;

(vi) existing stockpiles of mined ore, concentrate and other products located at the Mine;

(vii) all tangible personal property of Star used solely for the operations of the Mine and related to the Business, including all tangible personal property located in Ouray County, Colorado, including all equipment, machinery, parts, materials, furniture, fixtures, furnishings, equipment, vehicles, leasehold improvements, desks, chairs, tables, computers and computer-related hardware, file servers, facsimile machines, scanners, color printers, plotters, laser printers and networks, copiers, telephone lines and numbers, facsimile machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies, cars, trucks, heavy equipment, trailers and other rolling stock and each other item of tangible personal property used or held for use by Star in connection with the Business, each material item or category of items of which is identified on **Schedule 4.4** to this Agreement (collectively, the "Tangible Personal Property"), other than any tangible personal property identified as an Excluded Asset;

(viii) the permits, licenses, franchises, approvals, authorizations, consents and Environmental Permits obtained and held by Sellers from Governmental Authorities in connection with the Business or the Mining Claims as set forth on **Schedule 4.9** and all rights and incidents of interest therein (the "Permits"), solely to the extent transferable;

(ix) all Documents of each Seller that are related to the Business or the Mining Claims, including Documents relating to operations, equipment, inventories and materials, suppliers and customers of the Business or the Mining Claims, and personnel files for Transferred Employees, but excluding personnel files for employees of Sellers that are not Transferred Employees (the "Transferred Documents");

(x) ownership of the name "Revenue Mine;" and

(xi) all goodwill, intellectual property and other intangible assets associated with the Mine and Business has the meaning set forth in Section 2.1.

"Purchased Contracts" has the meaning set forth in the definition of 'Purchased Assets'.

"Reclamation Bonds" has the meaning set forth in Section 2.6.

"Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

"Replacement Bond" has the meaning set forth in Section 2.6.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"RVM" has the meaning set forth in the Preamble.

"RVM Mining Claims" has the meaning set forth in the Recitals.

"Schedule Supplement" has the meaning set forth in Section 6.3.

"Security Agreement" means a Security Agreement in the form attached hereto as **Exhibit E**, dated as of the date hereof among Buyer, Sellers and/or Participating Interest Holders.

"Seller Benefit Plan" means (i) each "employee benefit plan," within the meaning of Section 3(3) of ERISA; and (ii) each other retirement, stock purchase, stock ownership, stock option, equity-based, deferred compensation, profit sharing, bonus, incentive, severance, termination, change in control, retention, paid time off, health, medical, dental, disability, life insurance, welfare or fringe benefit plan, program, contract or arrangement (whether written or unwritten), in each case, sponsored, maintained, contributed to, or required to be contributed to, by any Seller or any ERISA Affiliate for the benefit of any current or former Employee or under which any Seller or any ERISA Affiliate has any actual or contingent liability with respect to a current or former Employee (including as a result of being treated as a single employer under Section 414 of the Code with any ERISA Affiliate).

"Sellers" has the meaning set forth in the Preamble.

"SSR" has the meaning set forth in the Preamble.

"SSR Mining Claims" has the meaning set forth in the Recitals.

"Star" has the meaning set forth in the Recitals.

"Stock Purchase Assumption Agreement" means the assumption agreement to the 2011 Stock Purchase Agreement, in the form attached hereto as **Exhibit F**, pursuant to which Buyer assumes certain payment obligations of Rory J. Williams and Mr. James W. Williams, Jr. under the 2011 Stock Purchase Agreement.

"Straddle Period" means any Tax period beginning on or before the Asset Purchase Closing Date and ending after the Asset Purchase Closing Date.

"Tangible Personal Property" has the meaning set forth in the definition of 'Purchased Assets'.

"Tax" or "Taxes" means (a) any and all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties; (b) any Liability for the payment of any amounts described in clause (a) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group, and (c) any Liability for the payment of any amounts described in clause (a) or (b) of this definition as a result of being a party to any sharing, allocation, indemnity or any similar written or unwritten agreement, arrangement, understanding or practice relating to such amount or as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to assume such amounts or to indemnify any other Person with respect to such amounts.

"Tax Return" means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any Schedule or attachment thereto, and including any amendment thereof.

"Third-Party Claim" has the meaning set forth in Section 8.5(a).

"Transfer Taxes" means any transfer, realty transfer, sales, use, stamp, documentary, value added, recording and other similar Taxes.

"Transferred Documents" has the meaning set forth in the definition of 'Purchased Assets'.

"Transferred Employee" has the meaning set forth in Section 6.4(a).

"Transferred Employee Payroll Obligations" has the meaning set forth in the definition of 'Assumed Liabilities'.

"Transaction Documents" means the Promissory Note, the Security Agreement, the Mine Management Agreement, the Assumption Agreement, the Bill of Sale and the Stock Purchase Assumption Agreement.

"Working Capital Funds" has the meaning set forth in Section 2.4(a).

ARTICLE 2
PURCHASE AND SALE

2.1 Participating Interest Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, at the Participating Interest Closing, Buyer and Parent shall purchase, acquire and accept a 12% Participating Interest from the Participating Interest Holders, with each Participating Interest Holder selling a proportionate amount of their

respective Participating Interests to Buyer and Parent, as the case may be. The percentage of the Participating Interest acquired by each of Buyer and Parent will be determined based on each party's proportionate share of the Participating Interest Cash Payment and Participating Interest Equity Payment paid in accordance with Section 3.4. The value of the Participating Interest Equity Payment will be determined on the Participating Interest Closing Date. For greater certainty, the purchase of the 12% Participating Interest by Buyer and Parent shall be interpreted for tax purposes as the acquisition of a 12% undivided beneficial interest in the Purchased Assets as tenants in common. The parties hereto agree that immediately following the Participating Interest Closing, Parent shall assign and transfer to Buyer the Participating Interest acquired from the Participating Interest Holders pursuant to this Section.

2.2 Asset Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, at the Asset Purchase Closing, Buyer shall purchase, acquire and accept, and each Seller shall sell, transfer, assign, convey and deliver to Buyer all of such Seller's right, title and interest in, to and under (a) any and all of the Purchased Assets owned or held by such Seller, free and clear of all Encumbrances except for Permitted Encumbrances and (b) the Assumed Liabilities. Each Seller shall retain such Seller's right, title and interest in, to and under any and all of the Excluded Assets and Excluded Liabilities. At the Asset Purchase Closing, all Participating Interests shall be cancelled, extinguished and of no further force and effect, and the Mine Operating Agreement will be terminated.

2.3 Consent of Third Parties. Both before and after the Asset Purchase Closing, Buyer and Sellers shall take or cause to be taken all commercially reasonably actions required to obtain all consents required to assign any Purchased Asset, including any Contract, Permit, or other right, which by its terms or by Law is non-assignable without the consent of a third party or a Governmental Authority or is cancelable by a third party in the event of an assignment without prior consent ("Non-assignable Assets"). To the extent permitted by applicable Law, in the event consents to the assignment thereof cannot be obtained by the Asset Purchase Closing Date, such Non-assignable Assets shall be held, as of and from the close of business on the Asset Purchase Closing Date, by such Seller in trust for Buyer and the covenants and obligations thereunder shall be performed by Buyer in such Seller's name and all benefits and obligations existing thereunder shall be for Buyer's account. Each Seller shall take or cause to be taken such actions in its name or otherwise as Buyer may reasonably request so as to provide Buyer with the benefits of the Non-assignable Assets and to effect collection of money or other consideration that becomes due and payable under the Non-assignable Assets, and each Seller shall promptly pay over to Buyer all money or other consideration received by it in respect of all Non-assignable Assets (other than monies or other consideration that constitute Excluded Assets), provide that all such actions shall be at Buyer's expense. As of and after the close of business on the Asset Purchase Closing Date, each Seller authorizes Buyer, to the extent permitted by applicable Law and the terms of the Non-assignable Assets, at Buyer's expense, to perform all the obligations and receive all the benefits of such Seller under such Seller's Non-assignable Assets (other than obligations that are Liabilities and benefits that are Excluded Assets) and appoints Buyer its attorney-in-fact to act in its name on its behalf with respect thereto.

2.4 Payment of Obligations During Interim Period.

(a) It is the intent of the parties hereto that Buyer become the operator of the Mine and the Business as of the Participating Interest Closing. After the Participating Interest Closing Date, the Mine shall be operated using the Working Capital Funds and pursuant to the Interim Period Plan. The parties hereto shall agree to the Interim Period Plan within three (3) weeks of the Effective Date. The parties hereto agree that the Interim Period Plan shall contain a minimum expenditure commitment of $4,000,000 by Buyer (the "Working Capital Funds"). The implementation of the Interim Period Plan shall be supervised by an Interim Period Management Committee consisting of three (3) representatives of the Buyer and two (2) representatives of SSR. The Interim Period Management Committee will meet bi-weekly during the Interim Period. Notwithstanding the Interim Period Management Committee's oversight of the Interim Period Plan, and subject to the rights of Buyer to use the Working Capital Funds to fund the operations of the Mine, Buyer shall be solely responsible for the direction and control of the Business and Mine and shall bear all costs, expenses and Liabilities during the Interim Period, (the "Interim Period Liabilities"); provided, however, that the Employees will continue to be covered by and entitled to the benefits under Star's existing worker's compensation insurance plan and Buyer will only be responsible for the amount of any Claims in respect of worker's compensation in excess of amounts available under such plan.

(b) It is the intent of the parties hereto that Buyer shall be entitled to all revenues from sales of products from the Mine up to the amount equal to the Interim Period Expenditures (as defined in Section 2.5). In addition, for income tax purposes, any revenues from sales or products from the Mine up to the amount of the Interim Period Expenditures and expenditures equal to the amount of Interim Period Expenditures funded by Buyer, are revenues and expenditures of Buyer.

(c) The gains and other benefits accruing to the Participating Interest holders shall be allocated to each Participating Interest holder in accordance with such Participating Interest holder's proportionate Participating Interest.

(d) As of the Participating Interest Closing, Star, Buyer and Parent shall enter into the Mine Management Agreement in the form attached hereto as **Exhibit G**, pursuant to which Star or its Affiliates shall provide transition management, administration and consulting services to Buyer on the terms and conditions set forth therein, provided that Buyer shall be responsible for all costs, expenses and Liabilities incurred by Star or its Affiliates at Buyer's request in connection with or on behalf of the Business or the Mine, even if such costs and expenses are not explicitly reimbursable under the terms of the Mine Management Agreement.

2.5 Participating Interest Adjustment. During the Interim Period, Buyer shall use commercially reasonable efforts to operate the Mine and the Business in accordance with good business principles, consistent with mining industry practices, and shall mine ore, concentrate and other products from the Mine, and make sales of such products, so as to maximize the earning and profits of the Mine. In the event that the Agreement is terminated by Buyer pursuant to Section 12.1(b)(ii) or 12.1(b)(iv), the Parties agree that the following terms and conditions shall apply:

(a) In the event that, in the Interim Period, ordinary course costs, expenses and Liabilities for the Mine operations exceed the Working Capital Funds, then Buyer shall pay

such additional ordinary course costs, expenses and Liabilities (the aggregate amount of such expenditures, including the Working Capital Funds being the "Interim Period Expenditures"). Buyer shall provide notice of the dollar amount of the Interim Period Expenditures to Sellers, along with financial statements and books, ledgers and records to support the Interim Period Expenditures. In the event that the Interim Period Expenditures exceed the revenues from sales of products from the Mine, each Participating Interest Holder shall thereafter have 10 Business Days to pay to Buyer such Participating Interest Holder's proportional amount of the difference between the Interim Period Expenditures and the revenues from sales and products of the Mine (calculated including all holders of Participating Interests, including Buyer's) (the "Participating Interest Holder's Shortfall Amount");

(i) In the event any Participating Interest Holder does not pay Buyer such Participating Interest Holder's Shortfall Amount within the 10 Business Day period provided in subpart (a), then such Participating Interest Holder shall transfer part of its Participating Interest to Buyer, proportionate to its overall interests (including the Participating Interest then held by Buyer), with the amount of the Participating Interest to be transferred from such Participating Interest Holder being equal to the Participating Interest Holder's Shortfall Amount *divided by* (ii) $1,000,000. By way of example, if the Interim Period Expenditure equals $2,000,000, the Mine has not generated any revenue and a Participating Interest Holder's Participating Interest is 50%, then such Participating Interest Holder's Shortfall Amount is $1,000,000. If such Participating Interest Holder does not pay Buyer the Participating Interest Holder's Shortfall Amount within the required 10 Business Day Period, then such Participating Interest Holder shall transfer to Buyer a 1% Participating Interest ($1,000,000 divided by $1,000,000).

(b) Buyer shall be entitled to all revenues from sales of products from the Mine up to the amount equal to the Interim Period Expenditures. In the event that, during the Interim Period, the combined amounts of revenues from sales of products from the Mine exceed the Interim Period Expenditures ("Excess Amount"), then such Excess Amount shall be allocated to each Participating Interest Holder and Buyer in proportion to their relative ownership of Participating Interests.

2.6 Replacement Reclamation Bond. As quickly as is reasonably possible following the execution of this Agreement, Sellers and Buyer will meet with the relevant state and federal agencies with respect to replacement of the sureties established by Sellers to guarantee performance of the reclamation obligations set forth in **Schedule 2.6** (the "Reclamation Bonds"). At least five days prior to the anticipated date of the Asset Purchase Closing, Buyer shall deliver to Sellers evidence that Buyer has obtained, subject only to the completion of the Asset Purchase Transaction, substitute guarantees, letters of credit, bonds, security deposits, or other surety obligations and evidence of financial capacity, in each case acceptable to the relevant agencies in replacement of the Reclamation Bonds (the "Replacement Bond"). Within five business days after the Asset Purchase Closing, Buyer shall deliver to the applicable state and federal agencies the duly executed Replacement Bond and Buyer shall use its best efforts to cause such agencies to fully and unconditionally release Sellers and their Affiliates from all obligations relating to the Reclamation Bond and any liabilities related thereto. If the Reclamation Bonds are not replaced within 45 days of the Asset Purchase Closing, then Buyer will provide to Sellers cash, guarantees, letters of credit, bonds, security deposits, or other surety obligations acceptable to

Sellers, which Sellers shall hold until the Reclamation Bonds are fully and unconditionally released and Sellers shall be able to call upon such obligations of Buyer in the event the Reclamation Bonds are called upon by the relevant agencies.

ARTICLE 3
CONSIDERATION AND CLOSING

3.1 Closing. Subject to the terms and conditions of this Agreement and the satisfaction or waiver by the parties of the conditions to Closing set forth in Article 7, the consummation of the sale by the Participating Interest Holders to Buyer of the 12% Participating Interest and the transfer of control of the operation of the Mine and the Business for the Interim Period (the "Participating Interest Transaction") shall take place at a closing (the "Participating Interest Closing") beginning at 4:00 p.m., MDT, on May 8, 2014 (the "Participating Interest Closing Date"), at the offices of Holland & Hart, LLP, Greenwood Village, Colorado, or at such other time or on such other date or at such other place as Sellers and Buyer may mutually agree upon in writing. The subsequent sale and purchase of the Purchased Assets and the assumption of the Assumed Liabilities by Buyer from Sellers and the transfer of control of the operation of the Mine and the Business on a permanent basis from Sellers to Buyer (the "Asset Purchase Transaction"), shall take place at a closing (the "Asset Purchase Closing") beginning at 9:00 a.m., MDT, on a date that shall be no later than the Asset Closing Termination Date (the "Asset Purchase Closing Date"), at the offices of Holland & Hart, LLP, Greenwood Village, Colorado, or at such other time or on such other date or at such other place as Sellers and Buyer may mutually agree upon in writing.

3.2 Participating Interest Consideration. Subject to the other terms and conditions set forth herein, Buyer shall pay aggregate consideration consisting of the following for the Participating Interest Transaction:

(a) Cash in the amount of $2,000,000, payable on the Participating Interest Closing Date in US funds by wire transfer to SSR as agent for and on behalf of the Participating Interest Holders, which will disburse such proceeds to the Participating Interest Holders (the "Participating Interest Cash Payment");

(b) 32,000,000 Common shares of Parent with a value of approximately $11,500,000 (the "Participating Interest Equity Payment") registered and delivered as follows:

(i) pursuant to **Schedule 3.2(b)**, 18,627,713 shares to James W. Williams, Jr.;

(ii) pursuant to **Schedule 3.2(b)**, 12,332,287 shares to Rory J. Williams;

(iii) 640,000 shares to Yankee Boy Resources, LLC;

(iv) 320,000 shares to Richard Frommer; and

(v) 80,000 shares to James D. Leake;

and

(c) Assumption by Buyer of responsibility for the operation of the Mine and the Business for the Interim Period.

3.3 Asset Purchase Consideration. Subject to the other terms and conditions set forth herein, Buyer shall pay aggregate consideration consisting of the following for the Asset Purchase Transaction:

(a) Cash in the amount of $14,000,000, payable on the Asset Purchase Closing Date, in US funds by wire transfer to accounts and in the amounts designated by SSR, as agent for and on behalf of Sellers and Participating Interest Holders (the "Asset Purchase Cash Payment").

(b) Pursuant to the terms and conditions of the Promissory Notes and the Security Agreement, aggregate cash consideration on all Promissory Notes in the amount of $34,500,000 ("Original Principal Amount"), due and payable in one installment per calendar quarter (with the first such payment due July 31, 2015 for the calendar quarter ended June 30, 2015) as follows (the aggregate amount of such payments, including any penalties accrued, being the "Installment Cash Payments"):

(i) $2,500,000 on the last day of the first full month after the end of each calendar quarter in which gross revenues for the Mine equal or exceed $10,000,000; or

(ii) $1,500,000 on the last day of the first full month after the end of each calendar quarter in which gross revenues for the Mine are less than $10,000,000; provided that for any quarter in which a payment of $1,500,000 is made, a penalty payment of $100,000 will be added to the Original Principal Amount, with payments continuing to be due pursuant to the above terms and the terms of the Promissory Notes until the entire Original Principal Amount and additions thereto pursuant to this subsection has been repaid in full. For greater certainty, the parties hereto agree that the maximum amount of the Original Principal Amount due under the Promissory Notes is $36,800,000, subject to the payment of any default interest that may be payable pursuant to the Promissory Notes.

Such Installment Cash Payments are payable in US funds by wire transfer to accounts designated by SSR, as agent for and on behalf of the Sellers and Participating Interest Holders.

(c) Assumption of certain duties obligations and Liabilities of Mr. Rory J. Williams and Mr. James W. Williams, Jr. under the 2011 Stock Purchase Agreement, pursuant to the Stock Purchase Assumption Agreement, which will become effective upon the Asset Purchase Closing. For the avoidance of doubt, the obligations assumed by Buyer pursuant to the Stock Purchase Assumption Agreement shall include: (i) payment of the $1,500,000 due October 1, 2014, (ii) payment of the $3,000,000 due October 1, 2015, (iii) Production Payment #1 (as such term is defined in the 2011 Stock Purchase Agreement), consisting of $9,000,000 paid out of 2% net smelter returns, (iv) Production Payment #2 (as such term is defined in the 2011 Stock Purchase Agreement), consisting of $9,000,000 paid out of 1% net smelter returns on silver priced over $60 per ounce to be paid after Production Payment #1 is completed, and (v) the Bonus Payment (as such term is defined in the 2011 Stock Purchase Agreement), consisting of

$2,000,000 if the price of silver on the London Bullion market exceeds $40 per ounce for any day on or prior to December 31, 2016, all pursuant to and as set forth in greater detail in the Stock Purchase Assumption Agreement; provided, however, that Buyer shall not assume the obligation of Sellers of a $500,000 payment due May 1, 2014 under the 2011 Stock Purchase Agreement, which shall be made by Sellers or their Affiliates.

(d) Assumption by Buyer of responsibility for the operation of the Mine and the Business, and the other Assumed Liabilities.

(e) For the avoidance of doubt, Buyer shall not owe any interest on the Installment Cash Payments or the Liabilities assumed pursuant to the Stock Purchase Assumption Agreement so long as such payments are made in accordance with the terms of this Agreement.

3.4 Buyer's Deliveries at Participating Interest Closing. At or prior to the Participating Interest Closing, Buyer shall deliver to Sellers and/or Participating Interest Holders, as applicable:

(a) the Participating Interest Cash Payment and Participating Interest Equity Payment, allocated to each Participating Interest Holder in accordance with Section 3.2;

(b) duly executed counterparts to the Mine Operating Agreement and the Mine Management Agreement;

(c) all consents, approvals or actions of, filings with or notices to any Governmental Authority or third party reasonably required of or needed by Buyer to operate the Mine and the Business for the Interim Period;

(d) all other documents reasonably required by Participating Interest Holders to consummate the Participating Interest Transaction;

(e) certificates, dated as of the Participating Interest Closing Date and signed by an authorized officer of each of Buyer and Parent, that each of the conditions set forth in Section 7.3(a) and Section 7.3(b) has been satisfied; and

(f) certificates of the Secretary or an Assistant Secretary (or equivalent officer) of each of Buyer and Parent certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer or Parent, as the case may be, authorizing the execution, delivery and performance of this Agreement and the consummation of the Participating Interest Transaction contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the Participating Interest Transaction contemplated hereby.

3.5 Sellers' Deliveries at Participating Interest Closing. At or prior to the Participating Interest Closing, Sellers and/or Participating Interest Holders, as applicable, shall deliver to Buyer:

(a) all consents, approvals or actions of, filings with or notices to any Governmental Authority or third party reasonably required of or needed by Sellers for Buyer to operate the Mine and the Business for the Interim Period;

(b) a duly executed counterpart to the Mine Operating Agreement and the Mine Management Agreement;

(c) all other documents reasonably required by Buyer to consummate the Participating Interest Transaction;

(d) certificates, dated as of the Participating Interest Closing Date and signed by an authorized officer or such individual, as the case may be, of each Seller, that each of the conditions set forth in Section 7.2(a) and Section 7.2(c) has been satisfied;

(e) certificates of the Secretary or an Assistant Secretary (or equivalent officer) of each Participating Interest Holder that is an entity certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of such Participating Interest Holder, authorizing the execution, delivery and performance of this Agreement and the consummation of the Participating Interest Transaction contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the Participating Interest Transaction contemplated hereby; and

(f) a certificate of each Participating Interest Holder (or if applicable, the Person from whom such Participating Interest Holder is disregarded as a separate entity for U.S. federal income tax purposes) conforming to the requirements of Treasury Regulations Section 1.1445-2(b)(2) stating that each such Participating Interest Holder (or if applicable, the Person from whom such Participating Interest Holder is disregarded as a separate entity for U.S. federal income tax purposes) is not a "foreign person" within the meaning of Section 1445 of the Code, in the form and substance reasonably satisfactory to Buyer, dated as of the Participating Interest Closing Date and duly executed by each such Participating Interest Holder (or if applicable, the Person from whom such Participating Interest Holder is disregarded as a separate entity for U.S. federal income tax purposes).

3.6 Buyer's Deliveries at Asset Purchase Closing. At or prior to the Asset Purchase Closing, Buyer shall deliver to Sellers and/or Participating Interest Holders, as applicable:

(a) the Asset Purchase Cash Payment, allocated to each Seller and Participating Interest Holders in accordance with the written instructions of SSR, as agent for and on behalf of the Sellers and Participating Interest Holders;

(b) the duly executed copies of each of the following Documents:

(i) the Promissory Note;

(ii) counterparts to the Stock Purchase Assumption Agreement,

(iii) the Security Agreement;

(iv) counterpart to the termination of the Mine Operating Agreement;

(v) the Assignment and Assumption Agreement in the form attached hereto as **Exhibit B-1**, sufficient to assign the Purchased Contracts and Assumed Liabilities to Buyer;

(vi) certificates, dated as of the Asset Purchase Closing Date and signed by an authorized officer of each of Buyer and Parent, that each of the conditions set forth in Section 7.3(a) and Section 7.3(b) has been satisfied; and

(vii) certificates of the Secretary or an Assistant Secretary (or equivalent officer) of each of Buyer and Parent certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer or Parent, as the case may be, authorizing the execution, delivery and performance of this Agreement and the consummation of the Asset Purchase Transaction contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the Asset Purchase Transaction contemplated hereby;

(c) all consents, approvals or actions of, filings with or notices to any Governmental Authority or third party reasonably required of or needed from Buyer to transfer the Permits or effect the Asset Purchase Transaction, to the extent such consent, action or filing can be obtained or taken prior to the Asset Purchase Closing;

(d) evidence of the ability to provide Governmental Authorities with the Replacement Bond; and

(e) all other documents reasonably required from Seller to consummate the Asset Purchase Transaction and the other covenants, agreements and provisions set forth in this Agreement.

3.7 Sellers' Deliveries at Asset Purchase Closing. At or prior to the Asset Purchase Closing, Sellers and/or Participating Interest Holders, as applicable, shall deliver to Buyer:

(a) Quit-claim deeds in the form attached hereto as **Exhibit B-2**, sufficient to transfer the Mining Claims listed on **Exhibit A-1** and **Exhibit A-2** to Buyer, free and clear of all Encumbrances;

(b) Original titles to all Purchased Assets that are titled vehicles or pieces of motorized equipment;

(c) duly executed copies of each of the following Documents:

(i) counterparts to the Stock Purchase Assumption Agreement;

(ii) the Security Agreement;

(iii) counterparts to the termination of the Mine Operating Agreement, which includes an extinguishment and cancellation of all Participating Interests thereunder;

(iv) the Assignment and Assumption Agreement in the form attached hereto as **Exhibit B-1**, sufficient to assign the Purchased Contracts and Assumed Liabilities to Buyer;

(v) a Bill of Sale in the form attached hereto as **Exhibit C**, sufficient to transfer all Tangible Personal Property included in the Purchased Assets to Buyer;

(vi) a certificate, dated the Asset Purchase Closing Date and signed by an authorized officer of each Seller, that each of the conditions set forth in Section 7.2(b) and Section 7.2(c) has been satisfied;

(vii) a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of each Seller and each Participating Interest Holder that is an entity certifying that attached thereto are true and complete copies of all resolutions, consents or other actions taken or adopted by the manager or board of directors, as applicable, of such Seller or Participating Interest Holder authorizing the execution, delivery and performance of this Agreement and the consummation of the Asset Purchase Transaction contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the Asset Purchase Transaction contemplated hereby; and

(viii) a certificate of Star and each Participating Interest Holder (or if applicable, the Person from whom Star or such Participating Interest Holder is disregarded as a separate entity for U.S. federal income tax purposes) conforming to the requirements of Treasury Regulations Section 1.1445-2(b)(2) stating that Star or such Participating Interest Holder (or if applicable, the Person from whom Star or such Participating Interest Holder is disregarded as a separate entity for U.S. federal income tax purposes) is not a "foreign person" within the meaning of Section 1445 of the Code, in the form and substance reasonably satisfactory to Buyer, dated as of the Asset Purchase Closing Date and duly executed by Star or such Participating Interest Holder (or if applicable, the Person from whom such Seller or Participating Interest Holder is disregarded as a separate entity for U.S. federal income tax purposes);

(d) all consents, approvals or actions of, filings with or notices to any Governmental Authority or third party reasonably required of or needed from Sellers to transfer the Permits or effect the Asset Purchase Transaction, to the extent such consent, action or filing can be obtained or taken prior to the Asset Purchase Closing; and

(e) all other documents reasonably required from Buyer to consummate the Asset Purchase Transaction and the other covenants and agreements set forth in this Agreement.

3.8 Post-Closing Transactions.

(a) Asset Purchase Closing.

(i) As soon as reasonably possible following the receipt by Sellers and/or Participating Interest Holders of the Asset Purchase Cash Payment, Sellers and/or Participating Interest Holders shall take or cause to be taken all actions reasonably required to file and/or record any real property conveyance documents with the proper Governmental Authorities in each jurisdiction in which the Mining Claims are located. Buyer, Sellers and/or Participating Interest Holders shall take or cause to be taken all commercially reasonably actions required for Buyer to become the operator of record of the Mine as of the Asset Purchase Closing or as promptly thereafter as is possible.

(ii) Parent shall nominate James W. Williams Jr. to its board of directors at its next annual general meeting.

(b) Failure of Asset Purchase Closing. If the Asset Purchase Closing does not occur, Buyer shall immediately relinquish to Sellers control over the operations of the Mine and the Business, and Sellers shall assume such control and shall operate the Mine and Business pursuant to the provisions of the Mine Operating Agreement on behalf of the Participating Interest holders, including Buyer. In such circumstances the Mine Management Agreement shall terminate. The parties may otherwise agree in writing to a different arrangement concerning the operations of the Mine and Business upon the failure of the Asset Purchase Transaction to be completed.

3.9 Participating Interest Holders. The Participating Interest Holders:

(a) represent and warrant to Buyer that they constitute all of holders of Participating Interests in the Business under the Mine Operating Agreement, other than the Participating Interests held by Buyer. The Participating Interest Holders hereby consent to both the Participating Interest Transaction and the Asset Purchase Transaction, including the payment provisions of Section 3.2 and Section 3.3;

(b) shall take such further actions as are reasonably requested and execute any additional documents or instruments which may be reasonably necessary to effect the Participating Interest Transaction and the Asset Purchase Transaction as contemplated by this Agreement; and

(c) shall vote all of the shares of Parent received pursuant to the Participating Interest Equity Payment in favour of the resolution, that will be put to all of Parent's shareholders at its next annual general meeting, approving the private placement of shares of Parent to Procon Resources Inc.

3.10 Purchase Price Allocation.

(a) For the avoidance for doubt, the purchase of the Participating Interest by Buyer in the Participating Interest Transaction shall be treated for U.S. federal income tax purposes (and state, local, and foreign income Tax purposes where applicable) as if Buyer acquired a 12% undivided beneficial interest in the Purchased Assets as tenants in common and then the purchase of the Purchased Assets by Buyer in the Asset Purchase Transaction shall be treated for U.S. federal income tax purposes (and state, local, and foreign income Tax purposes

where applicable) as if Buyer acquired the remaining 88% undivided beneficial interest in the Purchased Assets.

(b) Not later than sixty days after the Asset Purchase Closing Date, Buyer shall prepare and deliver to each Seller a schedule (the "Proposed Asset Allocation Schedule(s)") allocating the purchase price (which for purposes of this Section 3.10 shall include any assumed liabilities required to be treated as part of the purchase price for U.S. federal income tax purposes) among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Sellers shall have the right to review and comment on the Proposed Asset Allocation Schedule(s), and Buyer shall consider in good faith such changes to the Proposed Asset Allocation Schedule(s) as are requested by Sellers in writing, provided that Buyer shall have no obligation to accept any such proposed changes. If Buyer and Sellers agree to an allocation, Buyer and Participating Interest Holders agree (unless otherwise required by applicable Law or as a result of a good faith resolution of a contest) to (i) be bound by the allocation for all Tax purposes and (ii) act in accordance with the allocation in the preparation, filing and audit of any Tax return (including U.S. Internal Revenue Service Form 8594 with its U.S. federal income Tax Return for the taxable year that includes the date of the Asset Purchase Closing Date). If Sellers and Buyer do not agree to an allocation within 150 days after the Asset Purchase Closing Date, Participating Interest Holders and Buyer (x) each may prepare their own allocation, (y) each may use such allocation in connection with the preparation and filing of any applicable Tax Returns, and (z) shall have no liability to any other party hereto for any additional Taxes that may be imposed by any Governmental Authority as a result of inconsistencies between their respective allocations. If Buyer and Sellers agree to an allocation, not later than 30 days prior to the filing of their respective Forms 8594 relating to the transactions contemplated by this Agreement, each party shall deliver to the other parties a copy of its Form 8594. Any adjustment to the purchase price, including the Assumed Liabilities required to be treated as part of the purchase price for U.S. federal income tax purposes), pursuant to the terms of this Agreement, the provisions of this Section 3.10 shall apply *mutatis mutandis* as necessary to adjust the Proposed Asset Allocation Schedule(s) (if Buyer and Sellers have not agreed to an allocation) or the agreed allocation (if Buyer and Sellers have agreed) to take into account such adjustment.

3.11 Appointment as Agent. Each Seller and each Participating Interest Holder hereby appoints SSR as its agent and attorney-in-fact for purposes of taking actions solely as specified in this Agreement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedules, each Seller, solely for itself and not for any other Seller, hereby represents and warrants to Buyer as follows:

4.1 Authorization and Consent for Agreement Seller has all requisite corporate or limited liability company power and authority, as applicable, to enter into this Agreement and the other Transaction Documents and to sell, assign, transfer and convey the Mining Claims and Purchased Assets to Buyer under this Agreement and to otherwise perform its obligations hereunder. The execution, delivery and performance of this Agreement and the other

Transaction Documents by Seller and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or limited liability company actions of such Seller. This Agreement constitutes, and, when executed by one or more Sellers, as applicable, the other Transaction Documents will constitute, legal, valid and binding obligations of such executing Seller enforceable against such Seller in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Law relating to creditors' rights generally and by general principles of equity.

4.2 Organization of Sellers. Seller is a corporation or limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of the State of Colorado, and each has all corporate or limited liability company power and authority, as applicable, to own, use and operate its properties and to carry on the Business as it is now being conducted and to consummate the Participating Interest Transaction and the Asset Purchase Transaction and the other covenants, agreements and actions contemplated by this Agreement and the Transaction Documents.

4.3 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the Transaction Documents, and the consummation of the Transaction, do not and will not: (a) result in a violation or breach of any provision of any Governing Document of such Seller, or (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to such Seller, except where the violation or breach would not have a Material Adverse Effect. Except as set forth on **Schedule 4.3**, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the Participating Interest Transaction or the Asset Purchase Transaction contemplated hereby, except for such consents, approvals, Permits, Governmental Orders, declarations, filings or notices which, in the aggregate, would not have a Material Adverse Effect on such Seller.

4.4 Title to Tangible Personal Property. Seller has good and marketable title to or a valid leasehold estate, free and clear of any Encumbrances other than the Permitted Encumbrances, in all of the Tangible Personal Property owned by it, as set forth on **Schedule 4.4** to this Agreement. On the Asset Purchase Closing Date, Seller will convey to Buyer good and marketable title to the Tangible Personal Property or, in the case of assets which are leased or licensed by Seller pursuant to leases or other Purchased Contracts of Seller, valid leasehold interests or licenses to such leases or other Contracts, free and clear of all Encumbrances of any nature other than the Permitted Encumbrances.

4.5 Representations and Warranties regarding the Mining Claims.

(a) RVM is the sole owner of, or has a valid leasehold interest in, the RVM Mining Claims and related water rights set forth on **Exhibit A-1**, free and clear of all Encumbrances except Permitted Encumbrances, and except the paramount title in the United States Government in connection with all unpatented mining claims included in the RVM Mining Claims.

(b) SSR is the sole owner of, or has a valid leasehold interest in, the SSR Mining Claims set forth on **Exhibit A-2**, free and clear of all Encumbrances except Permitted Encumbrances, and except the paramount title in the United States Government in connection with all unpatented mining claims included in the SSR Mining Claims.

(c) With respect to unpatented mining claims that are included within the Mining Claims, subject to the paramount title of the United States, and as to items (i) through (ix) below insofar as required by applicable Laws:

(i) the unpatented mining claims were properly and legally acquired, laid out and monumented in accordance with industry standards for exploration;

(ii) all required location and validation work was properly performed;

(iii) location notices and certificates were properly recorded and filed with appropriate Governmental Authorities;

(iv) all assessment work required to hold the SSR Mining Claims has been performed and all governmental fees have been paid in a manner consistent with applicable law;

(v) all affidavits of assessment work, evidence of payment of governmental fees, notices of intent to hold the unpatented mining claims, and other filings required to maintain the claims in good standing have been properly and timely recorded or filed with appropriate governmental agencies;

(vi) the monument of location for each of the unpatented mining claims was erected on public lands of the United States which were open for mineral entry under the Mining Law of 1872, as amended, on the dates of location of the unpatented mining claims, and the lands within the exterior boundaries of each unpatented mining claim are public lands of the United States which were open for mineral entry under the Mining Law of 1872, as amended, on the dates of location of the unpatented mining claims, with the exception of small overlaps intentionally created to avoid gaps, in accordance with industry standards for exploration;

(vii) except for Permitted Encumbrances and such rights as are generally afforded to citizens under applicable Laws, no third party holds rights in the surface of the public lands of the United States on which the unpatented mining claims are located;

(viii) there is no adverse claim or challenge by any Person against or to the ownership of or entitlement to the Properties and no basis therefor and, there are no outstanding agreements or options to acquire or purchase the Mining Claims, no other Person has any royalty or other interest whatsoever in production or profits therefrom, except for any Permitted Encumbrances; and

(ix) the unpatented mining claims do not conflict with or overlap any unpatented mining claims owned by third parties, patented mining claims or other patented

lands, including lands owned by the State of Colorado, except for small overlaps intentionally created to avoid gaps, in accordance with industry standards for exploration.

4.6 Material Contracts.

(a) The Purchased Contracts set forth on **Schedule 4.6(a)** include all of the Contracts pursuant to which any of the leased Mining Claims are held by Seller.

(b) True and complete copies (including all amendments) of each Purchased Contract of Seller have been provided to Buyer. To the Knowledge of Seller, each Purchased Contract of such Seller constitutes a binding obligation of each other party thereto, enforceable against such other party in accordance with its terms, and Seller is not in breach of, or default under, any of its Purchased Contracts, except for such breaches or defaults that would not have a Material Adverse Effect. No Purchased Contract of Seller has been terminated since the December 31, 2013.

(c) The execution, delivery and performance by Seller of this Agreement, and the consummation of the Participating Interest Transaction and Asset Purchase Transaction contemplated hereby, do not and will not require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any Purchased Contract of Seller, except as set forth in **Schedule 4.6(c)**.

(d) None of the payment obligations being assumed by Buyer under the Stock Purchase Assumption Agreement are currently owing to RVM Holdings, LLC.

4.7 Absences of Material Adverse Effect. Except as disclosed on **Schedule 4.7**, since December 31, 2013, the Business has not suffered a Material Adverse Effect and no event has occurred, and no circumstance exists, that can reasonably be expected to result in a Material Adverse Effect.

4.8 Litigation. Except as disclosed on **Schedule 4.8**, there are no Claims pending or, to Seller's Knowledge, threatened against Seller relating to the Purchased Assets, the Business or the Mine.

4.9 Compliance with Laws; Permits.

(a) Seller and the Business are and historically have been in compliance with all applicable Laws, except where the failure to be in compliance would not have a Material Adverse Effect. The Permits, as set forth on **Schedule 4.9**, constitute all of the permits, licenses, approvals, authorizations, or any waivers of the foregoing, issued by a Governmental Authority and used or held by Seller in connection with the ownership and operation of the Purchased Assets and Business, and to Seller's Knowledge, all of Seller's Permits were validly issued and have remained and currently are in full force and effect.

(b) None of the representations and warranties contained in this Section 4.9 shall be deemed to relate to environmental matters (which are governed by Section 4.11), employment matters (which are governed by Section 4.12) or tax matters (which are governed by Section 4.13).

4.10 Related Party Transactions. Except as set out in **Schedule 4.10**, all Contracts binding upon or affecting the Business have been entered into on an arm's-length basis. Any amounts due and payable by a Seller to any of its Affiliates are recorded at their fair market value. Since December 31, 2013, there has been no repayment, forgiveness or other release of a debt owed by or to a Person not at arms-length with Seller.

4.11 Environmental Matters.

(a) Except as would not have a Material Adverse Effect, the Purchased Assets are and historically have been in compliance with all Environmental Laws and have not, and Seller has not, received from any Person any Environmental Notice or Environmental Claim, which either remains pending or unresolved, or is the source of ongoing obligations or requirements.

(b) **Schedule 4.11** lists each of the material Environmental Permits obtained and held by Seller on behalf of the Business. The Environmental Permits listed on **Schedule 4.11** constitute all the Environmental Permits necessary for the ownership, lease, operation or use of the Business. The Business is and historically has been in compliance with all such Environmental Permits, except where the failure to obtain, maintain or comply with such Environmental Permits would not have a Material Adverse Effect.

(c) There has been no Release of Hazardous Materials in contravention of Environmental Laws with respect to the Purchased Assets and no Release of Hazardous Materials, which would reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Laws or term of any Environmental Permit by Seller.

(d) Seller has previously made available to Buyer in the Data Room or otherwise any and all material environmental reports, studies, audits, records, sampling data, site assessments and other similar documents with respect to the Purchased Assets.

(e) The representations and warranties set forth in this Section 4.11 are Seller's sole and exclusive representations and warranties regarding environmental matters.

4.12 Employment Matters.

(a) **Schedule 4.12(a)** sets forth all of the employees of Star as of the Participating Interest Closing Date employed in connection with the Business and being made available to Buyer for potential employment after the Asset Purchase Closing pursuant to Section 6.4 (the "Employees"), including such Employee's date of hire. For the avoidance of doubt, **Schedule 4.12(a)** does not include all the employees of Sellers who provide services in connection with the Business, and no Seller makes any representation that the Employees constitute all of the employees or service providers that Buyer may deem appropriate to operate the Business after the Asset Purchase Closing. All of the employees of Star on **Schedule 4.12(a)** are employed at will such that their employment may be lawfully terminated at any time, with or without cause and with or without notice.

(b) Seller is not bound by any collective bargaining or other agreement with a labor organization representing any of the employees who provide services in connection with

the Business. To Seller's Knowledge, there are no pending labor disputes, work stoppages, requests for representation, pickets, work slow-downs due to labor disagreements or any other actions which involve the labor or employment relations. To Seller's Knowledge, no organizational efforts are presently being made by or on behalf of any labor union or employee association with respect to employees of Seller.

(c) Seller and the Business are in compliance with all applicable requirements of the Immigration Reform and Control Act and has in its files properly completed copies of Form I-9 for all Employees with respect to whom that form is required.

(d) Seller and the Business are in compliance with all applicable Laws pertaining to employment and employment practices, except to the extent non-compliance would not result in a Material Adverse Effect.

(e) Except as disclosed on **Schedule 4.12(e)**, there are no actions, administrative changes, suits, claims, arbitrations, grievances or proceedings pending relating to any labor, safety, discrimination, wrongful termination or other matter(s) involving any Employee or former employee of Seller, nor, to Seller's Knowledge, are any such claims or actions threatened against Seller.

(f) The representations and warranties set forth in this Section 4.12 are Seller's sole and exclusive representations and warranties regarding employment matters.

4.13 Employee Benefit Matters.

(a) No condition exists that could reasonably be expected to result in Buyer or any of its Affiliates incurring any liability (including, but not limited to, under Title IV of ERISA) with respect to a Seller Benefit Plan of Seller.

(b) Neither Seller nor any ERISA Affiliate has ever contributed to, or been required to contribute to, or has any liability with respect to, any multiemployer plan as defined in Section 3(37) of ERISA.

(c) Neither Seller nor any ERISA Affiliate maintains, contributes to, is required to contribute to, or has any liability with respect to, any "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) that is subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code.

4.14 Taxes. All Tax Returns required to be filed by Seller with respect to any of the Purchased Assets or the Business have been duly and timely filed with the appropriate Governmental Authority (taking into account all timely filed extensions) and all such Tax Returns filed are true, correct and complete in all material respects; all material Taxes owed by Seller with respect to any of the Purchased Assets or the Business (whether or not shown or required to be shown on any Tax Return) have been paid in full; there are no Encumbrances on any of the Purchased Assets or the Business that arose in connection with any failure (or alleged failure) to pay any Tax (other than Taxes not yet due and payable); there is no claim, audit, or examination currently in progress or pending, or to the Knowledge of Seller threatened in writing, by any Governmental Authority in connection with any Tax of or with respect to any of

the Purchased Assets or the Business; no Claim has been made in writing by a Governmental Authority in a jurisdiction where Seller does not file Tax Returns that Seller may be subject to taxation in that jurisdiction; the Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owed to any employee, independent contractor, creditor, member, shareholder, or other third party and has complied with all information reporting and backup withholding provisions of applicable Law; Seller has not received written notice of any proposed or assessed Tax deficiency that has not been fully paid, Seller has not executed any waiver of any statute of limitations on the assessment or collection of any Tax; and none of the Purchased Assets includes (after the Asset Purchase Closing) any stock, partnership interests, limited liability company interests, legal or beneficial interests or any other equity interests in or of any Person.

4.15 Sufficiency of Purchased Assets. Except as set forth in **Schedule 4.15**, the Purchased Assets constitute all assets reasonably necessary for the operation of the Business consistent in all material respects with the past practices of the Business since January 1, 2012.

4.16 No Other Representations and Warranties. Except for the representations and warranties contained in Article 4 (including the related portions of the Disclosure Schedules), none of Sellers or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Sellers, including any representation or warranty as to the accuracy or completeness of any information furnished or made available to Buyer and its Representatives or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in law.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Disclosure Schedules, Buyer represents and warrants to Sellers as follows:

5.1 Organization; Capitalization. Buyer is a Colorado corporation duly organized, validly existing and in good standing under the Laws of Colorado. Parent owns 100% of the capital stock of Buyer, and with the exception of the contemplated subscription of equity securities by Parent in respect of the transactions contemplated in Section 2.1, there are no outstanding securities convertible into, exercisable for, or exchangeable for the capital stock of Buyer, and no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal and similar rights) or agreements, orally or in writing, to purchase or to subscribe for the equity securities of Buyer. Except for the contemplated subscription of equity securities by Parent in respect of the transactions contemplated in Section 2.1, there are no outstanding written or oral agreements affecting or relating to the voting, issuance, purchase, redemption, repurchase, transfer or registration for sale of any securities of Buyer.

5.2 Due Authorization, Execution and Delivery; Enforceability. Buyer has the requisite corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the Participating Interest Transaction and Asset Purchase Transaction and the other transactions contemplated hereby. The execution and delivery by

Buyer, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the Participating Interest Transaction and Asset Purchase Transaction and the other transactions contemplated hereby have been duly authorized by all requisite corporate action. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) result in a violation or breach of any provision of the Governing Documents of Buyer; or (ii) result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer, except where the violation or breach would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby. Other than the approval of the Toronto Stock Exchange and those Permits described on **Schedule 5.3**, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority or other Person is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

5.4 Financial Advisors. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

5.5 Sufficiency of Funds. As at the Participating Interest Closing Date, Buyer will have sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Participating Interest Cash Payment and will have sufficient liquidity available on its balance sheet to issue the Participating Interest Equity Payment.

5.6 Legal Proceedings. There are no actions, suits, claims, investigations or other legal proceedings pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

5.7 Independent Investigation and Reliance. Buyer is not relying on any statement, representation or warranty, oral or written, express or implied, concerning Sellers, the Purchased Assets or the Business, except as expressly set forth in this Agreement. None of Sellers or any other Person shall have any liability to Buyer or any other Person resulting from the use of any information, documents or materials made available to Buyer, whether orally or in writing, in any confidential information memoranda, the Data Room, management presentations, due diligence discussions or in any other form in expectation of the transactions contemplated by this Agreement. Nothing in this Section 5.7 is intended to modify or limit any of the representations or warranties of Sellers set forth in this Agreement.

ARTICLE 6
COVENANTS

6.1 Conduct of Business Prior to the Closing. From the date hereof until the Participating Interest Closing Date, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Sellers shall: (i) conduct the Business in the ordinary course of business; and (ii) use commercially reasonable efforts to maintain and preserve intact the current organization, business and franchise of the Business and to preserve the rights, franchises, goodwill and relationships of the Employees and the customers, lenders, suppliers, regulators and others having business relationships with the Mine and the Business.

6.2 Access to Information. From the date of this Agreement until the Participating Interest Closing Date, Sellers shall give Buyer and its Representatives reasonable access, during regular business hours and upon reasonable advance notice, to the Purchased Assets and to books, records, date and other documents of Sellers concerning the Purchased Assets or the Business, in each case, as are reasonably necessary to allow Buyer's Representatives to make such inspections as Buyer believes appropriate with respect to the Purchased Assets or the Business; *provided, however*, that any such inspections shall be conducted under the supervision of Representatives of Sellers or their designated personnel, in compliance with all of Sellers' health, safety and environmental regulations and procedures, and in such a manner as not to interfere with the normal operations of the Business. Notwithstanding anything to the contrary in this Agreement, none of Sellers shall be required to disclose any information to Buyer if such disclosure would, in such Seller's sole discretion: (a) cause significant competitive harm to any Seller or the Business if the transactions contemplated by this Agreement are not consummated; (b) jeopardize any attorney-client or other privilege; or (c) contravene any applicable Law, fiduciary duty or binding agreement entered into prior to the date of this Agreement. Prior to the Participating Interest Closing Date, without the prior written consent of Sellers, which may be not be unreasonably withheld, Buyer shall not contact any suppliers to, or customers of, Sellers. Buyer shall, and shall cause its Representatives and Affiliates to, abide by the terms of the Confidentiality Agreement with respect to any access or information provided pursuant to this Section 6.2.

6.3 Supplement to the Disclosure Schedules. From time to time either prior to the Participating Interest Closing or during the Interim Period, Sellers shall have the obligation to inform Buyer of any fact, event or circumstance of which Sellers become aware (but with no duty of investigation), and which a reasonable Person would determine would result in: (i) the Disclosure Schedules no longer being true, accurate or complete; or (ii) a Material Adverse Effect on the Mine or the Business; provided that, to the extent such fact, event or circumstance (i) is due to, results from or is created by the actions of Buyer (e.g., the purchase or sale of Tangible Personal Property or Equipment during the Interim Period) or (ii) is not adverse to the Business or the Mine, then in each case Buyer cannot use such fact, even or circumstance for determining whether or not the conditions set forth in Section 7.2 have been satisfied.

6.4 Transferred Employees.

(a) Buyer shall have the opportunity to meet with all the Employees before the Asset Purchase Closing to discuss potential employment opportunities with Buyer. If Buyer in its sole discretion elects to do so, Buyer may make offers of employment to any or all of the Employees. Unless and until an Employee is employed by Buyer, the Employee shall remain the

employee of Star, subject to a termination of the employment relationship by Star or the Employee. If Buyer makes an offer of employment to an Employee to begin employment with Buyer after the Asset Purchase Closing and the Employee accepts, the Employee shall hereinafter be referred to individually as a "Transferred Employee" (and collectively as the "Transferred Employees"). Immediately prior to the Asset Purchase Closing, Star shall terminate all Transferred Employees effective as of the close of business on the Business Day immediately preceding the Asset Purchase Closing and simultaneously with such termination, Buyer shall pay each such Transferred Employee all accrued wages and salaries, accrued vacation, sick and personal time and all other amounts due such Transferred Employees as part of the Transferred Employees Payroll Obligations. Nothing in this Agreement is intended to, nor does it, confer any rights or privileges upon, any person not a party to this Agreement.

(b) With respect to any employee benefit plan maintained by Buyer or its subsidiaries in which any Transferred Employee will participate effective as of the Asset Purchase Closing, Buyer shall, or shall cause its Affiliates to, recognize all service of Transferred Employees with Star as if such service were with Buyer, for vesting and eligibility purposes in any employee benefit plan in which such Transferred Employees may be eligible to participate after the Asset Purchase Closing Date; *provided, however*, such service shall not be recognized to the extent that such recognition would result in a duplication of benefits.

(c) This Section 6.4 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 6.4, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 6.4. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The parties hereto acknowledge and agree that the terms set forth in this Section 6.4 shall not create any right in any employee of Sellers or any other Person to any continued employment with Sellers, Buyer or any of their respective Affiliates or compensation or benefits of any nature or kind whatsoever.

(d) Except as otherwise provided in this Section 6.4, Buyer shall not assume, and Sellers shall be responsible for: (i) all pay in lieu of notice, severance payments, damages for wrongful dismissal and all legal and other related costs in respect of the termination by Sellers of the employment of any employee of the Business or any non-Transferred Employee; (ii) all claims for injury, disability, death or workers' compensation arising from, or related to employment in, the Business prior to the Participating Interest Closing Date; (iii) any Seller Benefit Plans; and (iv) except as provided in this Section 6.4, any other employee-related liabilities arising at or before, or by reason of, the Participating Interest Closing, or otherwise in respect of any period at or before the Effective Time.

6.5 Confidentiality. The parties hereto acknowledge and agree that the Confidentiality Agreement remains in full force and effect and, in addition, each party covenants and agrees that it shall, and shall cause its Representatives and Affiliates to, keep confidential, in accordance with the provisions of the Confidentiality Agreement, information provided to such party and its Representative and Affiliates pursuant to this Agreement. If this Agreement is, for any reason, terminated prior to the Participating Interest Closing or the Asset Purchase Closing, as the case may be, the Confidentiality Agreement and the provisions of this Section 6.5 shall nonetheless continue in full force and effect.

6.6 Governmental Approvals and Other Third-Party Consents. Each party hereto shall, when and as required in accordance with Article 3, use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities or third parties that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

6.7 Closing Conditions. From the date hereof until the Participating Interest Closing or the Asset Purchase Closing, as the case may be, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article 7. Notwithstanding the foregoing, the parties hereto acknowledge that Buyer is under no obligation to complete the transaction contemplated by the Asset Purchase Transaction, and shall not be under any obligation to use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions to the Asset Purchase Transaction contained in Article 7.

6.8 Public Announcements. Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

6.9 Further Assurances. Following the Participating Interest Closing and the Asset Purchase Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof with respect to such closing and give effect to such transactions contemplated by this Agreement.

6.10 Transfer Taxes. Buyer shall pay, and shall indemnify and hold Participating Interest Holders harmless from and against, all Transfer Taxes resulting from the transactions contemplated in or by this Agreement. The parties hereto will cooperate in the preparation and filing of all Tax Returns and other documents relating to such Transfer Taxes, including any that would relate to an applicable exemption or reduction of such Transfer Taxes.

6.11 Effect of Closing. If the Asset Purchase Closing occurs, (a) the covenants and other agreements in this Agreement that are to be performed by Sellers prior to the Asset Purchase Closing Date shall not survive, (b) Sellers shall have no liability with respect to such covenants and agreements, and (c) Buyer shall have no claims against any Seller for breach or nonperformance of such covenants and agreements.

6.12 Transferred Documents. Prior to the Asset Purchase Closing, Sellers may, at their discretion and expense, copy any of Transferred Documents prior to delivering such Transferred Documents to Buyer, and may retain such copies following the Asset Purchase Closing.

6.13 No Security Interest. Buyer agrees that, without the prior written consent of all of the Sellers, which may be withheld by a Seller at such Seller's sole discretion, it will not grant any security interest, lien, or other encumbrance on any of Buyer's property or assets, including any property or assets being purchased pursuant to this Agreement, and that the only liens against the Purchased Assets after the Asset Purchase Closing Date will be (i) the first priority lien on RVM Claims that is held by RVM Holdings, LLC pursuant to a Deed of Trust dated June 25, 2012 (the "Priority Lienholder"), which Buyer is assuming pursuant to the Stock Purchase Assumption Agreement, and (ii) the liens granted to Participating Interest Holders or Star pursuant to the Security Agreement. Parent agrees that, without the prior written consent of all of the Sellers, which may be withheld by a Seller at such Seller's sole discretion, it will not grant any security interest, lien, pledge or other encumbrance on, in connection with or relating to the capital stock of Buyer. For greater certainty, during the Interim Period, Buyer will be permitted to grant a security interest in its Participating Interest to the same extent and in the same manner as the Participating Interest Holders are permitted to do so under Article 14 of the Mine Operating Agreement.

ARTICLE 7
CONDITIONS TO CLOSING

7.1 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Participating Interest Closing or the Asset Purchase Closing, as the case may be, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

7.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Sellers contained in Article 4 that are qualified as to materiality shall be true and correct and those not so qualified shall be true and correct in all material respects as of the Participating Interest Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in similar respects as of that specified date).

(b) The representations and warranties of Sellers contained in Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.12, 4.13 and 4.14, that are qualified as to materiality shall be true and correct

and those not so qualified shall be true and correct in all material respects as of the Asset Purchase Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in similar respects as of that specified date). On the Asset Purchase Closing Date, the representations and warranties of Sellers contained in Sections 4.6, 4.7, 4.8, 4.9, 4.10, 4.11 and 4.15, that are qualified as to materiality shall be true and correct and those not so qualified shall be true and correct in all material respects as of the Participating Interest Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in similar respects as of that specified date).

(c) Sellers shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Sellers prior to or on the Participating Interest Closing Date or the Asset Purchase Closing Date, as the case may be.

(d) Sellers will have executed and delivered, or caused to be delivered, all the documents required to be delivered by each Seller pursuant to Section 3.5 and Section 3.7.

(e) The Toronto Stock Exchange shall have the approved the transactions contemplated by this Agreement.

(f) In respect of the Asset Purchase Closing, Parent shall have been able to arrange financing for the Asset Purchase Transaction on terms satisfactory to it, acting reasonably, on or before the Asset Closing Termination Date.

7.3 Conditions to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Sellers' waiver, at or prior to the Participating Interest Closing Date or the Asset Purchase Closing Date, as the case may be, of each of the following conditions:

(a) The representations and warranties of Buyer contained in Article 4 that are qualified as to materiality shall be true and correct and those not so qualified shall be true and correct in all material respects as of the Participating Interest Closing Date or the Asset Purchase Closing Date, as the case may be, with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in similar respects as of that specified date).

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Participating Interest Closing Date or the Asset Purchase Closing Date, as the case may be.

(c) Buyer shall have delivered, or caused to be delivered, all the documents required to be delivered by it pursuant to Section 3.4 and Section 3.6.

ARTICLE 8
INDEMNIFICATION

8.1 Survival.

(a) Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Participating Interest Closing or the Asset Purchase Closing, as the case may be, and shall remain in full force and effect until the date that is eighteen months from such closing date. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved. None of the covenants or other agreements contained in this Agreement shall survive a closing date other than those which by their terms contemplate performance after such closing date.

(b) Notwithstanding Section 8.1(a), in the event that the Asset Purchase Transaction closes, the representations and warranties of each Seller relating to Tax liabilities, including those set forth in Section 4.13 (and such Seller's liability in connection therewith), will survive and continue in full force and effect for the benefit of Buyer until 90 days after the expiration of the last of the limitation periods that a Governmental Authority has under any applicable Tax Laws to assess or reassess a liability for Tax for the period ended on the Participating Interest Closing Date or Asset Purchase Closing Date, as the case may be (such period to include any period extended by any agreement, waiver or arrangement with any Governmental Authority, if such extension is requested, or consented to, in writing by Sellers).

(c) Notwithstanding Section 8.1(a), in the case of fraud or intentional misrepresentation , the liability of Sellers will survive and continue in full force and effect without limitation of time.

8.2 Indemnification by Sellers. Subject to the other terms and conditions of this Article 8, each Seller shall severally and not jointly indemnify Buyer against, and shall hold Buyer harmless from and against, any and all Damages incurred or sustained by, or imposed upon, Buyer based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations, warranties or covenants of such Seller contained in this Agreement or any Transaction Document;

(b) any Excluded Liability of such Seller; and

(c) any Excluded Asset of such Seller.

8.3 Indemnification By Buyer. Subject to the other terms and conditions of this Article 8, Buyer shall indemnify Sellers against, and shall hold Sellers harmless from and against, any and all Damages incurred or sustained by, or imposed upon, Sellers based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations, warranties or covenants of Buyer contained in this Agreement or any Transaction Document;

(b) any Interim Period Liabilities, other than the Interim Period Expenditures, which shall be accounted for in accordance with Section 2.5;

(c) in the event that the Asset Purchase Transaction closes, any Assumed Liability;

(d) any actions taken by Sellers at the direction of Buyer on behalf of the Mine or Business after the Participating Interest Closing Date; and

(e) Buyer's ownership of the Purchased Assets and operation of the Mine and the Business after the Asset Purchase Closing, except to the extent the Damages are those which Sellers are responsible pursuant to Section 8.2 above.

8.4 Certain Limitations. The party making a claim under this Article 8 is referred to as the "Indemnified Party" and the party against whom such claims are asserted under this Article 8 is referred to as the "Indemnifying Party". The indemnification provided for in Section 8.2 and Section 8.3 shall be subject to the following limitations:

(a) No Seller shall be liable for any indemnification under Section 8.2 until the aggregate amount of all Damages against all Sellers in respect of indemnification under Section 8.2 exceeds $600,000, in which case such Indemnified Party will be able to recover only the amount of Damages in excess of $600,000; provided, however, that such limitation shall not apply to any claim for indemnification under Section 8.2 with respect to Taxes or Tax matters. The aggregate amount of all Damages for which each Seller shall be liable pursuant to Section 8.2(c) shall not exceed 20% of the aggregate consideration actually paid by Buyer to such Seller hereunder.

(b) Payments by an Indemnifying Party in respect of any Damages shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Damages prior to seeking indemnification under this Agreement.

(c) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(d) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Damages upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Damages.

8.5 Indemnification Procedures.

(a) Third-Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "Third-Party Claim") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party Representative prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Damages that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to Section 8.5(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 8.5(b), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Damages based upon, arising from or relating to such Third-Party Claim. Sellers and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available (subject to the provisions of Section 8.5) records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(b) Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 8.5(b). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party Representative. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer

to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.5(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Direct Claims. Any claim by an Indemnified Party on account of any Damages which do not result from a Third-Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party Representative prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Damages that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 60 days after its receipt of such notice to respond in writing to such Direct Claim. During such 60-day period, the Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 60-day period, the Indemnifying Party shall be deemed to have accepted such claim, in which case the Indemnifying Party shall be obligated to indemnify and save harmless the Indemnified Party on the terms and subject to the provisions of this Agreement.

8.6 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the purchase price for Tax purposes, unless otherwise required by applicable Law.

8.7 Exclusive Remedies. Subject to the rights of each party pursuant to Section 13.11, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all Claims (other than Claims arising from fraud or intentional on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation or warranty set forth herein shall be pursuant to the indemnification provisions set forth in this Article 8. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, Claims and causes of action for any breach of any representation or warranty set forth herein (other than Claims arising from fraud or intentional misrepresentation on the part of a party hereto in connection with the transactions contemplated by this Agreement) it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article 8. Nothing in this Section 8.7 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to Section 13.11.

ARTICLE 9
GUARANTEE

9.1 Survival. The obligations and guarantees of Parent contained in this Agreement or in any document delivered hereunder shall survive the closings of the Participating Interest Transaction and Asset Purchase Transaction contemplated by this Agreement.

9.2 Guarantee.

(a) For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent hereby unconditionally guarantees to Sellers and their successors, endorsees, transferees and assigns, the prompt payment and performance of the all the obligations of Buyer hereunder (the "Buyer Guarantee"). Parent agrees that the Buyer Guarantee is a guarantee of payment and performance and not of collection, and that its obligations under the Buyer Guarantee shall be primary, absolute and unconditional.

(b) The Parent Guarantee will be a continuing guarantee and will apply to and guarantee any ultimate balance of any obligations due or remaining unpaid or unfulfilled to Sellers.

9.3 Enforcement of Guarantee. In no event shall Sellers have any obligation (although it is entitled, at its option) to proceed against Buyer before seeking satisfaction from Parent, and Sellers may proceed, prior or subsequent to, or simultaneously with, the enforcement of their rights under this Agreement, to exercise any right or remedy which they may have against Parent pursuant to the Buyer Guarantee.

ARTICLE 10
TAX MATTERS

10.1 Tax Cooperation and Exchange of Information. Sellers and Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, amended Tax Return or claim for refund, determining a liability for Taxes or a right to a refund of Taxes or participating in or conducting any audit or other proceeding in respect of Taxes imposed upon or related to the Business or the Purchased Assets. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with related work papers and documents relating to rulings or other determinations by the applicable Governmental Authorities. Sellers and Buyer shall make themselves (and their respective employees) reasonably available on a mutually convenient basis to provide explanations of any documents or information provided under this Section. Each of Sellers and Buyer shall retain all Tax Returns, schedules and work papers and all material records or other documents in its possession (or in the possession of its Affiliates) relating to Tax matters for any taxable period that includes the Effective Time, as the case may be, and for all prior taxable periods until the later of (i) the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions or (ii) six years following the due date (without extension) for such Tax Returns. Any information obtained under this Section shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting an audit or other proceeding.

10.2 Property Taxes. With respect to any real property, personal property, ad valorem and other similar Tax ("Property Taxes"), including payments in-lieu-of Property Taxes, assessed on any of the Purchased Assets for a Straddle Period, the Liability for such Property Taxes shall be prorated on a daily basis between Sellers, on the one hand, and Buyer, on the other hand, as of the Asset Purchase Closing Date, (a) with Sellers being liable for the portion of such Property Taxes equal to the product of (i) the amount of such Property Taxes for the entirety of the Straddle Period, multiplied by (ii) a fraction, the numerator of which is the number of days in the Straddle Period ending on and including the Asset Purchase Closing Date and the denominator of which is the total number of days in the Straddle Period, and (b) with Buyer being liable for the remainder of such Property Taxes. To the extent that any party, from and after the Asset Purchase Closing, receives any bill, assessment or other notice of any Property Taxes due for any Straddle Period, the receiving party shall promptly forward a copy of such bill, assessment or other notice to the other party.

ARTICLE 11
AREA OF INTEREST

11.1 Acquisitions Within Area of Interest. Each of the Participating Interest Holders and Buyer agrees that it will not acquire, nor will it permit any Affiliate or any of its directors, officers, employees, consultants or agents to acquire on its or their behalf, whether directly or indirectly or pursuant to any third party agreement, any form of interest in property or minerals located wholly or in part within the Area of Interest (any such form of interest being referred to in this **Error! Reference source not found.** as the "acquired area(s)") unless such acquisition is made subject to the terms of this Agreement and the acquiring party complies with the provisions of this **Error! Reference source not found.**. Whichever of the Participating Interest Holders, on the one hand, or Buyer, on the other, collectively with their Affiliates, directors, officers, employees, consultants and agents, makes an acquisition of the nature referred to in this Section 11.1 is referred to in this **Error! Reference source not found.** as the "acquiring party" and the other of them is referred to for the purposes of this **Error! Reference source not found.** as the "other party".

11.2 No Acquisitions by Participating Interest Holders after Asset Purchase Closing. For a period of five (5) years after the Asset Purchase Closing, none of the Participating Interest Holders or their respective Affiliates, directors, officers, employees, consultants or agents will acquire any acquired area without the prior written consent of Buyer, which consent will not be unreasonably withheld.

11.3 Notice of Acquisition. In the event of any acquisition of an acquired area by the acquiring party during the Interim Period, the acquiring party shall give notice thereof to the other party which notice shall be in writing and shall set out the nature of the interest in the acquired area(s), including all information known to the acquiring party about such acquired area(s) and interest therein, the costs of acquisition and all other pertinent details relating thereto. Upon receipt of such notice, the other party shall have a period of 60 days to decide whether the acquired area(s) shall be deemed to form part of the Mining Claims and made subject to the terms of this Agreement. During such 60-day period, the acquiring party shall, from time to time, deliver to the other party as soon as practicable such further information related to the acquisition

and the acquired area(s) as such other party may reasonably request in order to permit such other party to make an informed decision with respect to the matters herein.

11.4 Election to Include. If, within the 60-day period referred to in Section 11.3, the other party gives notice to the acquiring party requiring that the acquired area(s) be deemed to form part of the Mining Claims and made subject to the terms of this Agreement, then the other party shall be responsible for and shall directly pay or reimburse to the acquiring party its proportionate share of the costs of acquisition of the acquired area(s).

11.5 Failure to Elect to Include. If, within the 60-day period referred to in Section 11.3, the other party does not give the notice referred to in Section 11.4, it shall be deemed to have consented to the acquisition by the acquiring party of the acquired area(s) as referred to in the original notice from the acquiring party and such acquired area(s) may thereafter be held or dealt with by the acquiring party free of the terms and conditions of this Agreement. The terms of this **Error! Reference source not found.** shall continue to apply with respect to any future or other acquisition within the Area of Interest.

ARTICLE 12
TERMINATION

12.1 Termination. This Agreement may be terminated at any time:

(a) by the mutual written consent of Sellers and Buyer;

(b) by Buyer by written notice to Sellers if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7 with respect to the Participating Interest Closing and such breach, inaccuracy or failure cannot be cured by Sellers by May 31, 2014 (the "Participating Interest Drop Dead Date");

(ii) Buyer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7 with respect to the Asset Purchase Closing and such breach, inaccuracy or failure cannot be cured by Sellers by August 31, 2014 (the "Asset Purchase Drop Dead Date"); or

(iii) any of the conditions relating to the Participating Interest Closing set forth in Section 7.1 or Section 7.2 shall not have been fulfilled by the Participating Interest Drop Dead Date, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it;

(iv) any of the conditions relating to the Asset Purchase Closing set forth in Section 7.1 or Section 7.2 shall not have been fulfilled by the Asset Purchase Drop

Dead Date, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it;

(c) by Sellers by written notice to Buyer if:

(i) the Asset Purchase Closing has not occurred by July 31, 2014 (the "Asset Closing Termination Date");

(ii) Sellers are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7 with respect to the Participating Interest Closing and such breach, inaccuracy or failure cannot be cured by Buyer by the Participating Interest Drop Dead Date;

(iii) Sellers are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7 with respect to the Asset Purchase Closing and such breach, inaccuracy or failure cannot be cured by Buyer by the Asset Purchase Drop Dead Date;

(iv) any of the conditions relating to the Participating Interest Closing set forth in Section 7.1 or Section 7.3 shall not have been fulfilled by the Participating Interest Drop Dead Date, unless such failure shall be due to the failure of Sellers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it; or

(v) any of the conditions relating to the Asset Purchase Closing set forth in Section 7.1 or Section 7.3 shall not have been fulfilled by the Asset Purchase Drop Dead Date, unless such failure shall be due to the failure of Sellers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it; or

(d) by Buyer or Sellers in the event that:

(i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement or any Transaction Document illegal or otherwise prohibited; or

(ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement or any Transaction Document, and such Governmental Order shall have become final and non-appealable.

12.2 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and each party hereto shall remain fully liable for any and all Damages suffered by the other party as a result of the

first party being in breach of the Agreement. Notwithstanding the foregoing, Section 2.1, Section 2.5, Article 8, and Article 13 shall survive the termination of this Agreement.

ARTICLE 13
MISCELLANEOUS

13.1 Expenses. Except as otherwise expressly provided herein (including Section 6.10 hereof), all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not a closing shall have occurred.

13.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (iv) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13.2):

If to Sellers:
Revenue-Virginius Mines Corporation
Silver Star Resources, LLC
Star Mine Operations, LLC
1675 Larimer Street
Suite 820
Denver, CO 80202
Attn: Mr. James W. Williams, Jr.

with a copy to:
Holland & Hart, LLP
6380 S. Fiddlers Green Circle
Suite 500
Greenwood Village, CO 80111
Attn: Karol A. Kahalley

If to Buyer:
Fortune Revenue Silver Mines Inc.
c/o Fortune Minerals Limited
148 Fullarton Street, Suite 1600
London, Ontario, Canada
N6A 5P3
Attn: Robin Goad

If to Parent:
Fortune Minerals Limited
148 Fullarton Street, Suite 1600
London, Ontario, Canada

N6A 5P3
Attn: Robin Goad

in the case of Parent or Buyer with a copy to:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street
Toronto, ON, Canada M5J 2Z4
Attn: David Knight

13.3 Interpretation. For purposes of this Agreement: (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of, and Schedules and Exhibits attached to, this Agreement and the Disclosure Schedules; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

13.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.6 Entire Agreement. This Agreement and the Confidentiality Agreement constitute the sole and entire agreement of the parties hereto with respect to the subject matter contained herein and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

13.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except for

the transactions contemplated in Section 2.1, no party may assign its rights or obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

13.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13.9 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.10 Governing Law; Submission to Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

(b) Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Colorado in each case located in Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

13.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

13.12 Several, Not Joint, Obligations. Subject to Article 9, all obligations of Sellers under this Agreement, including under Article 10, are several and not joint. Each Seller assumes liability solely for its own performance and is responsible only for its own failure to perform, including with respect to representations, warranties, covenants and other agreements made by

all Sellers. In no event shall either Seller have any liability or obligation with respect to (i) the acts or omissions of the other Seller or (ii) any loss or damage resulting from the breach by the other Seller. Nothing contained herein shall limit the claims, if any, that a Seller may have against the other Seller relating to the breach by the other Seller of a covenant or other agreement hereunder.

13.13 Limitation on Damages. In no event shall any party be liable to any other party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

13.14 Set-Off. Buyer has the right to satisfy any amount from time to time owing by it to any Seller pursuant to this Agreement or any other Transaction Document, by way of set-off against any amount from time to time owing by such Seller to Buyer, but only such amounts that are determined to be finally and definitively owing to Buyer pursuant to such Seller's indemnification obligations pursuant to this Agreement.

13.15 Counterparts. This Agreement and the Transaction Documents may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement or any Transaction Documents delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of such document.

[signature page follows]

The parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS:

SILVER STAR RESOURCES LLC

By: _____
Name: James W. Williams, Jr.
Title: Manager

STAR MINE OPERATIONS LLC

By: _____
Name: James W. Williams, Jr.
Title: Manager

REVENUE-VIRGINIUS MINES CORPORATION

By: _____
Name: James W. Williams, Jr.
Title: President

PARTICIPATING INTEREST HOLDERS:

SILVER STAR RESOURCES LLC

By: _____
Name: James W. Williams, Jr.
Title: Manager

REVENUE-VIRGINIUS MINES CORPORATION

By: _____
Name: James W. Williams, Jr.
Title: President

YANKEE BOY RESOURCES, LLC

By: _____
Name: John A. Bettridge
Title: Manager

_____
James D. Leake

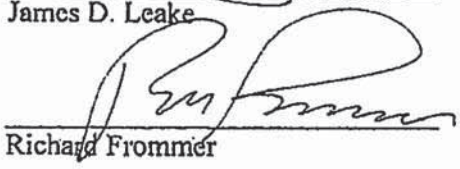
_____
Richard Frommer

YANKEE BOY RESOURCES, LLC

By:_____
Name: John A. Bettridge
Title: Manager



James D. Leake



Richard Frommer

BUYER:

FORTUNE REVENUE SILVER MINES, INC.

By: _____
Name: Robin E. Goad.
Title: President

PARENT:

FORTUNE MINERALS LIMITED

By: _____
Name: Robin E. Goad.
Title: President.

EXHIBIT A-1

TO

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

Dated May 1, 2014

RVM Mining Claims

Patented Claim Name	Mineral Survey #	Patent Date	Patent Serial #	Gross Acres	Section	Interest/County All located in Ouray County and 100% except as noted	Net Acres
PATENTED MINING CLAIMS[1]							
Anglo Saxon	5723	10/29/1896	27539	3.89	21		3.89
Atlas Ext.	5684	6/4/1895	25685	3.89	20		3.89
Banner	2079	6/3/1887	12114	5.11	20		5.11
Bismark	2410	11/19/1889	15359	10.33	16, 21		10.33
Black	12290	5/28/1906	43625	6.40	20, 29		6.40
Black Hawk	5723	10/29/1896	27539	8.93	21		8.93
Blackstone	5019	4/20/1891	17668	10.29	21		10.29
Blaine	5772 A	6/18/1894	24478	9.41	21		9.41
Blank	17500	10/20/1906	44556	7.03	21		7.03
Blank M.S.	14495	4/17/1902	35357	5.00	22		5.00
Blazer	16494	11/6/1905	41106	5.77	21, 22		5.77
Blazer M.S.	14499	4/17/1902	35358	0.86	23		0.86
Block	12163	2/1/1899	30502	10.33	29	San Miguel	10.33
Boojum	16089	6/8/1907	44192	7.76	28, 33		7.76
Caribou	163	1/14/1879	3032	9.10	22		9.10
Chip	12163	2/1/1899	30502	5.62	29	San Miguel	5.62
Clara Belle	6537	4/23/1892	20807	8.27	21, 28		8.27
Col. Porter	5772A	6/18/1894	24478	4.29	21		4.29
Cumberland	2077	2/25/1887	11594	10.33	20		10.33
Eclipse M.S	7816B	12/4/1893	23690	2.25	16, 21		2.25
Egypt Placer	16053	7/21/1904	39362	17.84	21		17.84
Eliza Pinkstone	12799	2/6/1900	32135	2.61	21		2.61

[1] Sellers have been involved in negotiations for the purchase of the fractional interests owned by third parties and will continue these during the Interim Period. The Monongahela MS 523 claim is the only partial interest claim presently included in mining operations. Under Colorado law, any tenant in common of mining property has the right to mine the commonly-owned property, but must provide cotenants notice and the opportunity to join in the mining operations to the extent of the cotenant's proportionate interest in the commonly-owned property. A Notice to Tenants in Common for the MS 523 claim was filed in Ouray County on October 22, 2013. A copy of the notice was sent by certified mail to the individual owners with an offer to purchase their interest.

Patented Claim Name	Mineral Survey #	Patent Date	Patent Serial #	Gross Acres	Section	Interest/County All located in Ouray County and 100% except as noted	Net Acres
Engle	8505	7/5/1894	24552	10.31	29	San Miguel	10.31
Grand Trunk	339	3/17/1884	8927	7.88	21		7.88
Grant	7284 A	12/4/1893	23689	7.41	21		7.41
Hard Cash	5394 A	7/3/1896	27239	7.69	21		7.69
Highland Lassie	162	1/14/1879	3030	10.22	21, 22		10.22
Hill Top	13424 A	6/2/1904	38905	1.97	20		1.97
Hill Top Millsite	13424 B	6/2/1904	38905	3.77	20		3.77
Last Chance Millsite	11499	11/16/1898	30063	0.00	13, 14	Easement only	0.00
Lincoln	7284 A	12/4/1893	23689	7.36	21		7.36
Lincoln M.S.	7284 B	12/4/1893	23689	4.22	16, 21		4.22
Little Chief	840	6/15/1883	7783	8.35	21, 22		8.35
Lizard *	2655	4/8/1890	15976	10.19	29	San Miguel *	10.19
Mark Twain	344 A	7/30/1881	4870	6.83	21, 22		6.83
Mark Twain Millsite	344 B	7/30/1881	4870	5.00	21, 22		5.00
Mikado	6537	4/23/1892	20807	10.20	21, 28		10.20
Moltke	2411	6/19/1889	15052	10.30	16, 21		10.30
Monarch	990	5/31/1883	7766	10.02	20		10.02
Monetizer	346	7/30/1881	4872	10.33	21, 22		10.33
Monongahela	523	5/12/1884	9218	10.03	20	81.25%	8.15
Mountain Top	13425	8/2/1901	34291	9.38	29	San Miguel	9.38
Muldoon	14798	7/1/1903	36783	9.08	22		9.08
Myrtle	5723	10/29/1896	27539	5.26	21		5.26
Nada *	2655	4/8/1890	15976	10.19	29	San Miguel *	10.19
Nashville	2078	2/25/1887	11595	10.18	20		10.18
Ottawa	5772 A	6/18/1894	24478	7.29	21		7.29
Potosi	168	1/14/1879	3037	8.93	15, 21, 22		8.93
Protector	16494	11/6/1905	41106	5.04	21		5.04
Queenie	1824	8/9/1887	12378	9.90	21, 28		9.90
Revenue	5723	10/29/1896	27539	8.60	21		8.60
Revenue Millsite	16714	5/16/1905	41995	0.05	21		0.05
Sarah Bernhardt	6537	4/23/1892	20807	9.94	21, 28		9.94
Seven Thirty	166	1/14/1879	3035	6.50	21		6.50
Sidney (east 200 feet only)	982	10/4/1883	8250	1.38	20, 21		1.38
Silver Queen	345	7/30/1881	4873	8.22	21		8.22
SiWash Millsite	16965	4/3/1905	41996	0.40	21		0.40
Slide	14182	1/16/1902	34898	10.33	14		10.33
Snark	16089	6/8/1907	44192	5.46	28, 33		5.46

Patented Claim Name	Mineral Survey #	Patent Date	Patent Serial #	Gross Acres		Section	Interest/County All located in Ouray County and 100% except as noted	Net Acres
Stonewall Jackson	5772 A	6/18/1894	24478	10.16		21		10.16
Stonewall Jackson Millsite	5772 B	6/18/1894	24478	5.00	*	21		5.00
Summit	13207	4/20/1901	33766	6.77		16, 21		6.77
Terrible	1592	12/9/1886	11299	7.37		20		7.37
Tip Top	13425	8/2/1901	34291	10.33		29	San Miguel	10.33
Torpedo (SE 500 feet only)	1755	4/8/1887	11813	3.44		16, 21		3.44
Two Step	17500	10/20/1906	44556	5.05		21		5.05
Valley View	1823	5/7/1894	24291	10.33		21		10.33
Victor	6537	4/23/1892	20807	9.86		21, 28		9.86
Virginius Lode	229	5/12/1880	3956	10.33		20, 29		10.33
Volta	5772 A	6/18/1894	24478	6.25		21, 22		6.25
Walrus	16089	6/8/1907	44192	1.11		28, 33		1.11
Wheel of Fortune	343 A	7/30/1881	4871	9.68		21, 22		9.68
Wheel of Fortune Millsite	343 B	7/30/1881	4871	4.10		21, 22		4.10
Ymir	16494	11/6/1905	41106	1.42		21		1.42
TOTAL RV PATENTED CLAIMS			Total Acres	524.72				522.84

* Nada-Lizard - 7.51 acres in Ouray County are covered by Mining Lease from Ouray County to Silver Star Res, LLC

UNPATENTED MINING CLAIMS (Ouray County) T43N-R8W

Claim Name	BLM Serial No.	Location Date	Gr Ac	Section	Net Acres
T.M.C. NO. 1	CMC281857	9/2/2011	20.42	20	10.67
T.M.C. NO. 2	CMC281858	9/2/2011	20.42	20	9.14
T.M.C. NO. 3	CMC281859	9/2/2011	20.42	20	5.06
T.M.C. NO. 4	CMC281860	9/2/2011	20.42	20, 21	13.74
T.M.C. NO. 5	CMC281861	9/2/2011	20.42	20, 21	12.95
TOTAL RV UNPATENTED CLAIMS					51.56

RVM WATER RIGHTS

W-2991 Lake Reservoir and 24.74 acre feet of water for storage as more particularly described in the decree of the Water Court for Divisions No. 4 in case number W-2991 dated April 10, 1979 and recorded in Ouray County, Colorado records Book 191, Pages 981 and 982.

W-2993 3.34 c.f.s. or 1,500 g.p.m. diverted at a location in the NE/4SE/4 of Section 21, Township 43 North, Range 8 West, of the N.M.P.M., more particularly described in, and subject

to, the decree of the Water Court for Water Division No. 4 in case number W-2993, dated June 26, 1979, and recorded in Ouray County, Colorado records Book 191, Pages 979 and 980.

EXHIBIT A-2

TO

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

Dated May 1, 2014

SSR Mining Claims

PATENTED MINING CLAIMS[2]

Patented Claim Name	Mineral Survey #	Patent Date	Patent Serial #	Gross Acres	Section	Interest	Net Acres
Blythe Lode	MS 18529	7/8/1909	71065	6.71	19, 20	78.05%	5.23
Mountain Queen Lode	MS 7757	10/17/1893	23466	7.95	19	78.05%	6.19
Clipper #2 Lode	MS 7769A	10/17/1893	23467	6.71	18-20	78.05%	5.23
Fargo Lode	MS 18529	7/8/1909	71065	5.41	19, 20	78.05%	4.22
Gray Eagle Lode	MS 5663	8/10/1891	18413	10.19	19, 20	78.05%	7.94
Hendricks Lode	MS 7769A	10/17/1893	23467	6.15	19, 20	78.05%	4.79
Little Annie Lode	MS 2688	11/19/1890	16810	3.49	17, 20	78.05%	2.72
Monongahela Lode	MS 523	5/12/1884	9218	10.03	20	78.05%	1.58
Nuada Lode	MS 18529	7/8/1909	71065	2.41	19, 20	78.05%	1.88
Old Trail Lode	MS 7769A	10/17/1893	23467	5.10	17, 20	78.05%	3.97
Rene Lode	MS 18529	7/8/1909	71065	5.81	19, 20	78.05%	4.53
Shamrock Lode	MS 1145	6/4/1889	14995	10.11	18, 19	78.05%	7.88
Silver Dollar Lode	MS 13715	2/18/1904	38033	10.19	20	78.05%	7.94
Terrible #2 Lode	MS 7096	8/3/1892	21721	9.12	19, 20	78.05%	7.11
Zig Zag Lode	MS 7769A	10/17/1893	23467	10.33	20	78.05%	8.05
Zig Zag Millsite	MS 7769B	10/17/1893	23467	5.00	17, 20	78.05%	3.90
Tornado Lode	MS 1680	10/23/1886	11092	10.13	19, 20	78.05%	7.89
Thomas J. Regan Lode	MS 19958	1/8/1921	13484	6.74	19, 20	78.05%	5.25
Tip Top	MS 9062	7/8/1895	25817	7.96	19, 20, 29	100.00%	7.96
White Pine	MS 9123	8/19/1896	25890	10.33	19. 20, 29	100.00%	10.33
Chief Deposit	MS 167	1/14/1879		10.07	22, 27	100.00%	10.07

[2] Sellers have been involved in negotiations for the purchase of the fractional interests owned by third parties and will continue these during the Interim Period. The Monongahela MS 523 claim is the only partial interest claim presently included in mining operations. Under Colorado law, any tenant in common of mining property has the right to mine the commonly-owned property, but must provide cotenants notice and the opportunity to join in the mining operations to the extent of the cotenant's proportionate interest in the commonly-owned property. A Notice to Tenants in Common for the MS 523 claim was filed in Ouray County on October 22, 2013. A copy of the notice was sent by certified mail to the individual owners with an offer to purchase their interest.

Vallkyrie	MS 14305	6/20/1904		8.01	20, 29	90.00%	7.21
Millionaire	MS 472	10/31/1882		10.09	26, 27	80.00%	8.07
US Depository	MS 474	7/18/1889		10.28	27	80.00%	8.22
Hidden Treasure	MS 548A	2/28/1883	7249	10.20	27, 34	49.58%	5.06
Hidden Treasure MS	MS 548B	2/28/1883	7249	2.47	27	49.58%	1.22
Good Luck	MS 7147	3/281896	26676	10.28	27, 34	49.58%	5.10
Good Luck Ext.	MS 7147	3/28/1896	26676	4.11	34	49.58%	2.04
Pocahontas	MS 165	1/14/1879		10.09	27	54.12%	5.46
Vincent	MS 20316	3/4/1927	996952	14.53	34	80.00%	11.62
Evelyn	MS 19964	7/27/1920	763934	12.88	27, 34	80.00%	10.30
Edward B	MS 20316	3/4/1927	996952	7.44	27, 34	80.00%	5.95
John R	MS 20316	3/4/1927	996952	14.63	34	80.00%	11.70
Saracen NW 300'	MS 15474	4/9/1904		2.06	26. 27	80.00%	1.65
Ground Hog	MS 16675	7/21/1906		10.31	27, 28	49.58%	5.11
Ptarmigan	MS 12749	4/20/1901		1.36	27	49.58%	0.67

UNPATENTED MINING CLAIMS

Claim Name	BLM Serial No.	Location Date	Gr Ac	Section	Net Acres
RV 1	CMC282292	10/4/2011	20.66	21, 22	4.31
RV 2	CMC282293	10/4/2011	20.66	21, 22	8.56
RV 4	CMC284135	7/13/2012	20.66	21, 22	4.69
RV 5	CMC282295	10/5/2011	20.66	21	2.89
RV 6	CMC282296	10/5/2011	20.66	21, 22	12.46
RV 7	CMC282297	10/5/2011	20.66	21	5.07
RV 8	CMC284136	7/14/2012	20.66	21	2.56
RV 9	CMC284137	7/13/2012	20.66	21	3.02
RV 10	CMC284138	7/17/2012	20.66	19,20	8.80
RV 11	CMC284139	7/17/2012	20.66	20	1.88
RV 12	CMC284140	7/17/2012	20.66	20	8.82
RV13	CMC284141	7/17/2012	20.66	20	6.56
RV 14	CMC284142	7/17/2012	20.66	20	8.36
RV 15	CMC284143	7/17/2012	20.66	20,29	13.24
RV 16	CMC284144	7/18/2012	20.66	20,29	17.23
RV 17	CMC284145	7/18/2012	20.66	20,29	8.52
RV 18	CMC284146	7/21/2012	20.66	21,28	1.37
RV 19	CMC284147	7/22/2012	11.02	28	1.18
RV 20	CMC284148	8/1/2012	20.66	22,27	9.87
RV 21	CMC284149	7/30/2012	20.66	22,27	15.10
RV 22	CMC284150	7/29/2012	20.15	22,27	13.80
RV 23	CMC284151	7/29/2012	20.15	27	16.41
RV 24	CMC284152	7/30/2012	20.58	27	17.37
RV 25	CMC284153	7/30/2012	20.58	27	9.05

RV 26	CMC284154	7/30/2012	20.66	26,27	7.58
RV 27	CMC284155	7/30/2012	20.66	26,27	7.14
RV 28	CMC284156	8/2/2012	20.66	29	12.72
RV 29	CMC284157	8/2/2012	20.66	29	12.87
RV 30	CMC284158	8/2/2012	20.66	29	13.02
RV 31	CMC284159	8/2/2012	20.66	29	20.66
RV 33	CMC285304	7/2/2013	20.66	17,20	3.60
RV 34	CMC285305	7/2/2013	20.66	17,20	12.71

LEASED CLAIM

Mining Lease dated June 26, 2012 between Ouray County, a political subdivision of the State of Colorado, Lessor, and Silver Star Resources, LLC, a Colorado limited liability company covering Lizard Lode Claim MS 2655 and Nada Lode Claim MS 2655, located in Section 29, Township 43 North, Range 8 West, Ouray County, Colorado; and recorded by Memorandum of Mining Lease in Ouray County Clerk and Recorder, Reception No. 206074.

EXHIBIT B-1

TO

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

Dated May 1, 2014

Form of Assignment and Assumption Agreement

Attached.

SILVER STAR RESOURCES LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of _____ __, 2014 (this "**Agreement**"), between Silver Star Resources LLC, a Colorado limited liability company ("**Assignor**") and Fortune Revenue Silver Mines Inc., a Colorado corporation ("**Assignee**").

WHEREAS, pursuant to the terms of a certain Asset Purchase Agreement effective May [1], 2014 (the "**Asset Purchase Agreement**") by, among others, Assignor, Star Mine Operations LLC, Revenue-Virginius Mines Corporation and Assignee, (A) Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to acquire from Assignor, the Purchased Assets, including the Purchased Contracts to which Assignor is a party, as well as certain intangible assets included in the Purchased Assets that are owned by Assignor, and (B) Assignee has agreed to assume from Assignor the Assumed Liabilities of Assignor. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conveyance and Assignment. Subject to the terms of the Asset Purchase Agreement, Assignor hereby grants, assigns, transfers, conveys and sets over absolutely, irrevocably and unconditionally unto Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Purchased Assets owned or held by Assignor, including the Purchased Contracts set forth on Exhibit A hereto, as well as any intangible assets included in the Assignor's Purchased Assets, free and clear of all Encumbrances other than the Permitted Encumbrances.

2. Assumption of Assumed Liabilities. Subject to the terms of the Asset Purchase Agreement, Assignee hereby assumes and shall pay, perform, discharge or otherwise satisfy in accordance with their respective terms all Assumed Liabilities.

3. No Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than Assignor and Assignee and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

4. No Derogation. This Agreement shall in no way limit or derogate from, shall not merge with and is without prejudice to the covenants, agreements, representations, warranties, indemnities and obligations of the parties contained in the Asset Purchase Agreement, all of which shall continue in full force and effect in accordance with the terms thereof. In the event of any conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall prevail.

5. Further Assurances. Each of the parties shall from time to time after the date of this Agreement execute and deliver all such documents and other assurances and do all such other acts and things as the other party, acting reasonably, may from time to time request be executed or done in order to give effect to any of the provisions of this Agreement or any of the obligations intended to be created by it.

6. Successors and Assigns. This Agreement shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, other than such laws, rules, regulations and case law that would require the application of the law of a state other than the State of Colorado.

8. Counterparts. This Agreement may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties hereto have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNEE:

SILVER STAR RESOURCES LLC

By: _____
Name: _____
Title: _____

ASSIGNOR:

FORTUNE REVENUE SILVER MINES INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

PURCHASED CONTRACTS FROM SILVER STAR

Mining Lease LLC, Nada and Lizard MS 2655 Recorded Reception No. 208074	6/26/2012	Ouray County, as Lessor	Silver Star Resources as Lessee

EXHIBIT B-2

TO

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

Dated May 1, 2014

Form of Deed

Attached.

WHEN RECORDED, RETURN TO:

_____

_____

QUITCLAIM DEED

This QUITCLAIM DEED, is made as of the __ day of _____, 2014, by and between Silver Star Resources, LLC, a Colorado limited liability company ("**Grantor**") and Fortune Revenue Silver Mines Inc., a Colorado corporation ("**Grantee**").

WITNESSETH, that Grantor for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and quitclaim unto Grantee, all of Grantor's right, title and interest in and to that certain property more fully described in Exhibit A attached hereto and by this reference made a part hereof (the "**Property**").

TOGETHER WITH all and singular the rights and appurtenances thereunto belonging or in any manner appertaining to the same, including but not limited to the following: the mines, minerals, lodes, ledges and veins within the lines of mining claims comprising the Property, their dips, spurs and extralateral rights; all minerals of every kind and character, whether base, precious, metallic, nonmetallic or otherwise, lying in, on or under the Property; all severed ore, and improvements which may be situated on the surface of or located within the Property; all rights-of-way, easements, permits, licenses, permissions and other authorizations affecting access to the Property or the right to conduct operations therein and thereon.

TO HAVE AND TO HOLD the Property above conveyed and described, with the appurtenances, unto Grantee and its successors and assigns forever.

This conveyance is subject to all easements, restrictions, reservations, and other matters of record as of the date hereof.

Grantor hereby covenants and agrees to execute and deliver to Grantee all such other and additional deeds, assignments and other instruments as may be necessary to more fully and effectively convey to Grantee the interests intended to be conveyed by this instrument, which covenant together with the representation made herein are intended to and shall survive the execution and delivery of this instrument.

IN WITNESS WHEREOF, Grantor has executed and delivered this Quitclaim Deed as of the day and year first above written.

GRANTOR:

SILVER STAR RESOURCES, LLC

By:_____
Its:_____

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF _____)

This Quitclaim Deed was acknowledged before me, a notary public, on this ___ day of_____, 2014, by_____, as _____ of Silver Star Resources, LLC, and who is personally known or has been identified to me to be the person whose name is subscribed to the above instrument.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

EXHIBIT C

TO

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

Dated May 1, 2014

Form of Bill of Sale

Attached.

STAR MINE OPERATIONS LLC

and

SILVER STAR RESOURCES LLC

BILL OF SALE AND GENERAL ASSIGNMENT

This BILL OF SALE AND GENERAL ASSIGNMENT is dated as of _____ __, 2014 (this "Bill of Sale") from Star Mine Operations LLC, a Colorado limited liability company ("Star") and Silver Star Resources LLC, a Colorado limited liability company ("SSR", and together with Star, the "Sellers"), to Fortune Revenue Silver Mines Inc., a Colorado corporation ("Buyer").

WHEREAS, pursuant to the terms of a certain Asset Purchase Agreement effective May [1], 2014 (the "Asset Purchase Agreement") by, among others, Sellers, Revenue-Virginius Mines Corporation, Buyer and Fortune Minerals Limited, an Ontario corporation and the owner of 100% of the capital stock of Buyer, Sellers have agreed to sell and Buyer has agreed to purchase the Purchased Assets. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement; and

WHEREAS, prior to the date of the Asset Purchase Agreement, Southwestern Production Corp., a Colorado corporation, had sold to Star certain of the Purchased Assets, including the equipment listed on Exhibit A hereto, but had not transferred record ownership and title to Star.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer hereby agree as follows:

1. Sale and Assignment of Purchased Assets. As of the close of business on the date hereof, Sellers absolutely, unconditionally and irrevocably sell, grant, convey, transfer, assign and deliver to Buyer and its successors and assigns, all of their right, title and interest in and to all of the Purchased Assets, including, without limitation, the equipment set forth on Exhibit A hereto and the tangible personal property set forth on Exhibit B hereto, free and clear of all Encumbrances, other than the Permitted Encumbrances and those disclosed in the Asset Purchase Agreement.

2. Assets not Assigned in this Instrument. Nothing in this Bill of Sale, express or implied, shall be deemed to be an assignment by Sellers of certain of the Purchased Assets described in the Asset Purchase Agreement that are otherwise covered by a separate document memorializing the assignment of such Purchased Assets, specifically including the Purchased Contracts. The terms and provisions of the Assumption Agreements, dated as of the date hereof between Sellers and Buyer, govern the assignment of such Purchased Contracts. To the extent any Purchased Assets are not covered by the documents listed in the preceding sentence, this Bill of Sale shall be an assignment of such Purchased Assets to the Buyer and its successors and

assigns.

3. Excluded Assets. The Purchased Assets do not include, and this Bill of Sale shall not be deemed or construed to convey, any of the Sellers' right, title or interest in any assets of Sellers other than the Purchased Assets. Specifically, the Buyer is not acquiring the Excluded Assets.

4. Further Assurances. From and after the close of business on the Asset Purchase Closing Date, and without further consideration therefor, Sellers shall execute and deliver to Buyer such further instruments and certificates of conveyance and transfer as Buyer may reasonably request in order to more effectively convey and transfer the Purchased Assets from Sellers to Buyer.

5. No Rights in Third Parties. Nothing expressed or implied in this Bill of Sale is intended to confer upon any person, other than Buyer and Sellers and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale.

6. Terms of the Purchase Agreement. This Bill of Sale shall be interpreted in accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, which Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement.

7. Successors and Assigns. This Bill of Sale shall bind and inure to the benefit of Sellers and Buyer and their respective successors and assigns.

8. Governing Law. This Bill of Sale will be governed by and construed in accordance with the laws of the State of Colorado, other than such laws, rules, regulations and case law that would require the application of the law of a state other than the State of Colorado.

9. Electronic Counterparts. Delivery of a signature page to this Bill of Sale by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

The undersigned has duly executed this Bill of Sale as of the date first written above.

SELLERS:

STAR MINE OPERATIONS LLC

By: _____
Name: _____
Title: _____

SILVER STAR RESOURCES LLC

By: _____
Name: _____
Title: _____

The undersigned hereby acknowledges and agrees that:

(1) the equipment listed on Exhibit A to this Bill of Sale has previously been transferred and sold by the undersigned to Star, and that the further transfer of such equipment to Buyer pursuant to the Asset Purchase Agreement and this Bill of Sale is accepted, acknowledged and agreed to by the undersigned; and

(2) the Tangible Personal Property described on Exhibit B, Part 2 is subject to a lease agreement between Southwestern Production Corp., as lessee, and Park Western Leasing, as lessor, which lease agreement will be assigned to Buyer by the undersigned in connection with the Asset Purchase Closing with the consent of Park Western Leasing.

SOUTHWESTERN PRODUCTION CORP.

By: _____
Name: _____
Title: _____

EXHIBIT A

EQUIPMENT

STAR MINE OPERATIONS LLC
COMPANY OWNED VEHICLES (TITLE HELD BY SOUTHWESTERN PRODUCTION CORP.

VEHICLE / EQUIPMENT	DATE OF PURCHASE	PURCHASE PRICE	VIN NUMBER	LICENSE PLATE NUMBER	TITLE ON FILE
TRAILERS					
1974 Stric Trailer	08/12/08	$ 2,200.00	193531	13-TRL-2406	x
2005 Ice Flatbed Trailer / Generator	01/07/10	$ 16,537.50	1T9BU20245C793140	13-TRL-168	x
2008 Interstate Trailer	03/26/14	$ 3,500.00	4RACS16268N058728	624OQY	
LEASED TO SILVER STAR RESOURCES LLC EQUIPMENT					
2010 Polaris Ranger 800cc ATV	08/02/12	$ 18,000.00	4XAHR76A0A4902814		
Lincoln Electric Welder/Ranger GXT	08/07/12	$ 5,000.00	K2382-3	N/A	
2011 Vibroscreen Model SCM40	05/01/13	$ 24,788.00	2V9TAFEF4BP022131	N/A	
TRAILERS					
1999 Stric Trailer / Caterpillar C32	10/16/12	$ 151,263.00	1S12GC402XB729772	9970ZDR	x
1999 Tem Trailer	07/27/12	$ 5,000.00	1842OP100X0709558	238YGZ	x
VEHICLES					
1981 International Flatbed Truck (White)	05/04/12	$ 15,000.00	AR185BHA12188	325WIN	x
2006 Chevrolet Surburban (Silver/Grey)	05/25/12	$ 22,000.00	3GNGK26G76G124268	890UKE	x
2005 Ford F350 PU (Brown)	10/29/12	$ 26,266.70	1FTWW31P65EB53871	861TVZ	x
2008 Ford F150 Supercrew PU (Silver)	04/30/12	$ 27,323.33	1FTPW14V48FA30877	889UKE	x
2008 Ford F250 Superduty PU (Blue)	10/31/12	$ 30,098.25	1FTSW21R28ED14859	860TVZ	x
2008 Ford F350 PU (Red)	12/22/11	$ 29,268.78	1FTWW31R88EB80821	886UKE	x
2008 Ford F350 PU (Grey)	04/30/12	$ 28,668.68	1FTWW31R28EC17572	888UKE	x
2008 Ford F550 PU (White)	08/25/12	$ 42,500.00	1FDAW57R18EC44822	862ZDR	x
2009 Chevrolet Suburban 1500 LT (Silver/Grey)	06/06/12	$ 26,535.85	1GNFK26329R277329	326WIN	x
2011 GMC Yukon XL 1500 (Grey)	08/27/12	$ 32,413.50	1GKS2HE35BR391413	863ZDR	x
1999 Chevrolet Suburban K1500	06/11/13	$ 7,973.72	1GNFK16R9XJ558098	864TVZ	x
1997 Chevrolet Suburban	07/18/13	$ 7,700.00	3GNFK16RXVG123976	866TVZ	x
2013 Dodge Ram	08/26/13	$ 54,262.26	3C7WRNEL5DG522224	867TVZ	x
1998 GMC Suburban	10/04/13	$9,564.55	1GKFK16R8WJ703677	868TVZ	x

EXHIBIT B

TANGIBLE PERSONAL PROPERTY

Part 1:

Flotation Mill - per CH2M Hill @ 300 tpd

Crushing Circuit
Sandland 3' Shorthead Cone Crusher w/ 125 HP motor
Nordberg C-80 Jaw Crusher w/ 125 HP motor
Ludwicki 5' x 16' single deck vibrating screen
Associated Feeco conveyor belts, chutes, magnets and belt scales

Grinding Circuit
Vecor Ball Mill - 8' dia x 12' L w/ 400 HP GE VSD motor & Eaton drive
Krebs Hydrocyclone Bank
Knelson CD1C concentrator
Gemini 250 Gold Table
Associated Feeco conveyor belts and scales

Flotation Circuit
4 Banks - 3 Cell DR24 Flotation Cells w/ Spencer blowers
6 Banks - 2 Cell 15DR Flotation Cells w/ Spencer blowers
2ea - Eriez Column Flotation Cells
Zeroday reagent mixing tanks and pumps
Related tanks, pumps and piping
10 ton bridge service crane

Filters
2ea - Micronics 1500MM center feed plate and frame tailings press
2ea - Micronics 800MM center feed plate and frame concentrate press
1ea - Eimco disc concentrate filter
2ea - Concentrate bagging and scale stations
Related tanks, pumps and piping

Electrical
Eaton MV & LV switch gear
MGM MV & LV transformers
Wesco AB MCC controls
AmWest AB PLC processors
Dell processors w/ HMI automation
Associated pannels, intrumentation and controls

Underground

2ea - Greensburg 8 ton battery loci

2ea - 4 ton battery locis (Greensburg & Goodman)
3ea - Goodman Mancha 1.5 ton battery locis
Associated loci Battery Chargers
33ea - Granby muck cars
8ea - Flat cars
3ea - Alimak raise climbers w/ Alicabs
5ea - Eimco 12 B Mucker
2ea- Eimco Model 22 Mucker
8ea - Rocker dump muck car
2ea - Mantrip car
1ea - Powdercar
1ea - Gardner Denver 2 boom rail jumbo
1ea - Loboy car
1ea - Sandvik Hagby core rig
1 lot neumatic drills
1 lot slushers - neumatic/electric
1 lot ventilation fans and controls
1 lot electrical power centers and switches
1 lot ancillary underground equipment and tools

Surface Facilities

Mill office building w/ change room
Filter building with offices and change room
Compressor building w/3 IR compressors
Mechanics shop and warehouse
Switch Gear Electrical Building w/ IE HV switchgear
Transformer Substation w/ Cooper HV & MV transformers
Battery Building

Surface Equipment

3ea - IR compressors - 200, 250 and 300 HP
1 ea - Envirosafe 10,000 gal diesel storage tank
1 ea - CAT C32 Standby Generator 1250KW
1 ea - Gravel crusher and conveyor @ 25 tph
1ea - Vibratec portable diesel powered screen
2ea - CAT Excavator (320 & 325)
2ea - CAT IT38H wheeled loader
2ea - CAT 725 Articulated Truck
1ea - CAT 446 Backhoe
1ea - CAT D5 Dozer
2ea - CAT Skidsteer
1ea - CAT Telehandler
1ea - Shytrak Telehandler
1 ea - CAT Rolling Compactor
1ea - Robotic Shotcrete Machine

Transport Vehicles

1ea - 2013 Dodge 5500 4WD Flatbed
1ea - 2011 Yukon XL1500
1ea - 2009 Suburban 4WD
2ea - 2008 Ford F350 PU 4WD
1ea - 2008 Ford F250 PU 4WD
1ea - 2008 Ford F250 PU 4WD
1ea - 2008 Ford F150 PU 4WD
1ea - 2006 Suburban 4WD
1ea - 2005 Ford F350 PU 4WD
1ea - 1999 Suburban 4WD
1ea - 1997 Suburban 4WD
1ea - 1981 International 4WD Flatbed
2ea - Flatbed haul trailers

Warehouse 1900 Main Street, Ouray, CO

Office Furnishings - Desk, chairs, tables, filing cabinets, shelving, computers, telephones

Note: Some items listed above are subject to lease agreements, please refer to leasing schedules.

Part 2:

List of leased equipment used in the Revenue Mine Project:

Leased from Wagner Equipment Co.-Leasee is Star Mine Operations, LLC

Caterpillar TH5608 Telehandler
Catepillar CS 433D Vibratory Single Drum Soil Compactor
Caterpillar 725Articulated Truck
Caterpillar IT38H Small Wheel Loader
Caterpillar 725 Articulated Truck
Caterpillar 320CL Medium Hydraulic Excavator

Leased from Park Western Leasing-Leasee is Southwestern Production Corp:

Vecor 8 x 12 Ball mill with G.E. motor and base
Ingersoll Rand EPE250 air compressor
Sandvik DE 130 UG electric drill package
Ingersoll Rand EP2000 air compressor
Robotic shotcrete machine
Robotic arm mounted on Kubota MX5100 4WD carrier
Flameshield 10,000 gallon envirosafe fuel system
Nordberg C80 jaw crusher
Symons cone crusher
Vibrotech screen
Ludowici 5' x 16' horizontal screen
CAT generator C32
Skytrack Forklift
2008 Caterpillar IT38H tool carrier
2003 CAT D5N dozer
CAT skidsteer loader
CAT 446D 4 wheel drive backhoe

Note: The lease pursuant to which Southwestern Production Corp leases certain of the above items from Park Western Leasing will be directly assigned from Park Western Leasing to Buyer in connection with the Asset Purchase Closing.

EXHIBIT D

TO

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

Dated May 1, 2014

Form of Promissory Note

Attached.

EXHIBIT D

FORM OF

SECURED PROMISSORY NOTE

[ ], 2014

This Secured Promissory Note (the "**Note**") is dated as of [ ], 2014 ("**Effective Date**"). Fortune Revenue Silver Mines, Inc., a Colorado corporation ("**Borrower**") and **[Revenue-Virginius Mines Corporation/Silver Star Resources LLC/Star Mine Operations LLC/Participating Interest Holder]** ("**Lender**") are parties to that certain Participating Interest and Asset Purchase Agreement dated May [ ], 2014 (the "**Asset Purchase Agreement**") wherein Borrower acquired from Lender and certain other parties to the Asset Purchase Agreement, certain mining claims, assets and properties relating to the Mine (as that term is defined in the Asset Purchase Agreement) (the "**Mine Assets**") and Lender agrees to the delayed payment of the Installment Cash Payments (as defined below) portion of the purchase price for the Mine Assets. This Promissory Note evidences Borrower's obligation to pay to Lender the portions of the Installment Cash Payments that are due to Lender pursuant to the Asset Purchase Agreement, as specifically indicated below.

FOR VALUE RECEIVED, Borrower, by this Note hereby promises to pay to the order of Lender the principal sum of _____ and 00/100 Dollars ($_____.00) (the "**Principal**")**[, as adjusted in accordance with the provisions herein]**. No interest shall accrue on the Principal. All Principal must be paid in full in accordance with the Asset Purchase Agreement. The Principal shall be due and payable in one installment per calendar quarter (with the first such payment due [●], 2015 for the calendar quarter ended [●], 2015) as follows (the aggregate amount of such payments, including any penalties accrued, being the "**Installment Cash Payments**"):

[(i) $[●] on the last day of the first full month after the end of each calendar quarter in which gross revenues for the Mine equal or exceed $10,000,000; or

(ii) $[●] on the last day of the first full month after the end of each calendar quarter in which gross revenues for the Mine are less than $10,000,000; provided that for any quarter in which a payment of $[●] is made, a penalty payment of $100,000 will be added to the Original Principal Amount, with payments continuing to be due pursuant to the above terms and the terms of the Promissory Note until the entire Original Principal Amount plus interest accrued thereon and additions thereto pursuant to this sub-section has been repaid in full. For greater certainty, the parties hereto agree that the maximum amount of the Original Principal Amount due under the Promissory Note is $[●] and under no circumstances shall any penalty payment be levied on any deferred sums.]

All payments must be made in funds which will be immediately available on the due date of payment and in lawful money of the United States of America at Lender's principal office or

AFTER THE ENDORSEMENT AND PLEDGE OF THIS NOTE, THIS NOTE MAY NOT BE ASSIGNED, PLEDGED, ENDORSED, OR OTHERWISE TRANSFERRED EXCEPT AS PROVIDED FOR IN THE SECOND AMENDED AND RESTATED LOAN AGREEMENT REFERRED TO IN THIS NOTE.

at any other place as directed by Lender.

Lender shall and is unconditionally and absolutely authorized and directed by Borrower to record on the grid, attached hereto as Schedule A, the date and amount of each repayment on account of Principal, and interest, if any, paid to Lender and the resulting decrease of the unpaid Principal balance. Such notations, in the absence of manifest mathematical error, is prima facie evidence of such advances, repayments and the unpaid Principal balance; provided that the failure of Lender to record the same shall not affect the crediting of any such payments against the Principal.

If any amounts due on this Note are not paid in full when such amounts become due and payable, Interest will continue to accrue on such unpaid amounts at rate of 10% per annum (the "Default Interest Rate") until such amounts are paid.

Interest under this Note shall not exceed the maximum rate permitted by law. If any amount is paid under this Note as Interest in excess of such maximum lawful rate, then the amount so paid will not constitute Interest but rather will constitute a prepayment on account of the unpaid Principal of this Note.

The Borrower may prepay the amount due under this Note, in whole or in part, without penalty, for any reason and at any time.

Upon the occurrence of an Event of Default specified in the Security Agreement, this Note shall become immediately due and payable, and until such payment in full of all Principal and accrued Interest, this Note shall bear interest from the date of the Event of Default at the Default Interest Rate.

Borrower and all endorsers, sureties, accommodation parties, and guarantors hereof hereby, jointly and severally, waive presentment for payment, demand, notice of nonpayment, notice of protest and protest of this Note and all other notices and demands required by law, and hereby consent to any and all extensions of time or modifications that may be granted with respect to the payment or other provisions of this Note and to the release of any collateral or other security, or any part thereof, and agree that additional makers, endorsers, guarantors, accommodation parties or sureties may become parties hereto without notice to them and without affecting their liability hereunder, and further agree that it shall not be necessary for the holder to resort to legal remedies against any of them before proceeding against any other of them and agree that no release of one or more of the endorsers, guarantors, accommodation parties, or sureties, whether by operation of law or by any act of the holder of this Note, shall release Borrower or any other endorser, guarantor, accommodation party or surety.

Borrower shall have the right to reduce the amount of the outstanding Principal and interest under this Note to offset any amounts finally determined to be owed to Borrower by Lender (but not by any other party under the Asset Purchase Agreement) under the Asset Purchase Agreement, including, without limitation, any amounts finally determined to be owed pursuant to Section 8.2 of the Asset Purchase Agreement.

AFTER THE ENDORSEMENT AND PLEDGE OF THIS NOTE, THIS NOTE MAY NOT BE ASSIGNED, PLEDGED, ENDORSED, OR OTHERWISE TRANSFERRED .

The holder hereof shall be entitled to recover, and Borrower agrees to pay when incurred, all costs and expenses of collection of this Note, including without limitation, reasonable attorneys' fees as provided for in the Security Agreement.

This Note shall be governed by and construed in accordance with the laws of the State of Colorado.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

AFTER THE ENDORSEMENT AND PLEDGE OF THIS NOTE, THIS NOTE MAY NOT BE ASSIGNED, PLEDGED, ENDORSED, OR OTHERWISE TRANSFERRED.

"BORROWER"

FORTUNE REVENUE SILVER MINES INC.

By:_____
Name: _____
Title: _____
Date: _____

SCHEDULE A

REPAYMENT OF PRINCIPAL

Date	Principal Repaid or Prepaid	Unpaid Principal Balance
	[●]	[●]

EXHIBIT E

TO

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

Dated May 1, 2014

Form of Security Agreement

Attached.

EXHIBIT E

FORM OF
SECURITY AGREEMENT

1. THE BACKGROUND.

(a) The undersigned FORTUNE REVENUE SILVER MINES, INC., a Colorado corporation (the "**Borrower**") entered into that certain Participating Interest and Asset Purchase Agreement dated effective [May 1], 2014 (the "**Asset Purchase Agreement**") under which it acquired certain Participating Interests from the Participating Interest Holders and certain assets from the Sellers (with each of the Sellers and the Participating Interest Holders being a "**Secured Party**" and collectively the "**Secured Parties**").

(b) The undersigned FORTUNE MINERALS LIMITED, an Ontario corporation ("**Parent**") owns 100% of the capital stock of Borrower.

(c) Defined terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

(d) Under the Asset Purchase Agreement, the Borrower has obligations to pay to the Secured Parties cash in the aggregate amount of U.S. $30,000,000 payable in installments of U.S. $2,500,000 per fiscal quarter commencing on [ ], 2015 and continuing on the last business day of each fiscal quarter thereafter until such aggregate cash amount has been delivered to the Secured Parties.

2. THE SECURITY. The Borrower hereby assigns and grants to each of the Secured Parties, a security interest in all of the assets and property used in the operation of the Mine and the Business, whether now owned or hereafter acquired by the Borrower ("**Collateral**"), including, without limitation:

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, any tax refund amounts due to the Borrower from any Governmental Authority (as that term is defined in the Asset Purchase Agreement), any amounts due to the Borrower with respect to any factor or any escrow holder; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all minerals, materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment (including, but not limited to, the equipment described in Exhibit A attached hereto and made a part hereof).

(d) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all

liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(e) All general intangibles, including all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(f) All negotiable and nonnegotiable documents of title covering any Collateral.

(g) all mineral estates, mineral claims under state law, patented and unpatented federal lode, placer and millsite mining claims, mining leases, surface and subsurface leases, licenses, subleases, sublicenses, royalty interests, overriding royalty interests, production payment interests, net profit interests, net smelter return interests, joint venture agreements and other rights in mineral estates, ore bodies or production, and any other interests associated with the real property or rights to real property of Borrower whether (i) described in Exhibit B or in any document of record described in Exhibit B, (ii) covering or relating to all or any part of the real property or rights to real property of Borrower whether or not described in Exhibit B, or (iii) covered by any agreement to which any such interest or any other estate, property right or other such interest is subject (collectively, the "**Mining Interests**");

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party which has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(j) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("**Books and Records**").

3. THE INDEBTEDNESS. This Agreement is made pursuant to the Asset Purchase Agreement between the Borrower, Parent and the Secured Parties, dated May [ ], 2014, and evidenced by certain Promissory Notes (the "**Notes**"), dated on or about the date of this Agreement, executed by the Borrower in favor of each Secured Party, to secure the payment and performance of each of the Installment Cash Payments (collectively, the "**Indebtedness**"), including:

(a) Each and every obligation of Borrower under this Agreement, the Asset Purchase Agreement, the Notes, the deeds of trust relating to the security interest in the Mining Interests, and every other document executed and delivered in connection with, or to secure, the Indebtedness, whether due because of stated maturity, acceleration, or otherwise; and

(b) Parent's obligations as guarantor of the Indebtedness under the Asset Purchase Agreement;

(c) All debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Borrower to a Secured Party, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by a Secured Party by assignment or otherwise.

Such Promissory Notes shall be issued to each Secured Party in the original principal amounts as follows:

(i) Secured Party RVM: _____ Dollars principal amount ($_____) (together with all substitutions, consolidations, amendments, modifications, replacements, restatements, increases, renewals, and extensions thereof, in whole or in part, the "**RVM Note**");

(ii) Secured Party Star: _____ Dollars principal amount ($_____) (together with all substitutions, consolidations, amendments, modifications, replacements, restatements, increases, renewals, and extensions thereof, in whole or in part, the "**Star Note**");

(iii) Secured Party SSR: _____ Dollars principal amount ($_____) (together with all substitutions, consolidations, amendments, modifications, replacements, restatements, increases, renewals, and extensions thereof, in whole or in part, the "**SSR Note**");

(iv) Secured Party Yankee Boy Resources, LLC: _____ Dollars principal amount ($_____) (together with all substitutions, consolidations, amendments, modifications, replacements, restatements, increases, renewals, and extensions thereof, in whole or in part, the "**YBR Note**");

(v) Secured Party James D. Leake, : _____ Dollars principal amount ($_____) (together with all substitutions, consolidations, amendments, modifications, replacements, restatements, increases, renewals, and

extensions thereof, in whole or in part, the "**Leake Note**");

(vi) Secured Party Richard Frommer: _____ Dollars principal amount ($_____) (together with all substitutions, consolidations, amendments, modifications, replacements, restatements, increases, renewals, and extensions thereof, in whole or in part, the "**Frommer Note**" , and together with the SSR Note, the RVM Note, the Star Note and the Leake Note, the "**Notes**");

4. BORROWER AND PARENT'S REPRESENTATIONS AND WARRANTIES. The Borrower and Parent each represent and warrant to the Secured Parties that:

(a) The Borrower is a corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado. The Borrower has the requisite corporate power to: (i) own its properties and assets and to carry on its business as now conducted and as proposed to be conducted; and (ii) to execute and deliver the Notes. The Borrower is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a Material Adverse Effect (as defined in the Asset Purchase Agreement) on Borrower or its business. Borrower's principal executive offices are at the address set forth on the signature page hereto.

(b) The Borrower has no subsidiaries.

(c) All corporate action on the part of the Borrower, its directors and its stockholders necessary for the authorization, execution, delivery and performance by the Borrower of this Agreement and the Notes and the performance of the Borrower's obligations hereunder and thereunder, has been taken. The Borrower has full legal authority to enter into and to perform its obligations contained in this Agreement and the Notes, and any modifications, extensions, waivers, restatements or amendments hereto and thereto that are entered into by the Borrower from time to time in any manner, together with any other debt facility which supplements, replaces or refinances the Notes, and this Agreement, and the Notes have been duly executed and delivered by the Borrower, and the Borrower affirms and agrees that this Agreement and the Notes constitute valid and legally binding obligations of the Borrower enforceable in accordance with their respective terms.

(d) The Borrower will not breach or default under any: (i) agreement to which it is a party or by which it is bound; or (ii) any permits, licenses, approvals, consents, registrations, certificates, entitlements and authorizations required to be obtained by the Borrower or under any law, ordinance or regulation of any Governmental Authority in order to own or lease its property or operate or carry on the business ("**Permits**"), by:

(i) Executing this Agreement or the Notes;

(ii) Consummating the transactions contemplated by this Agreement and the Notes; or

(iii) Fulfilling and complying with the terms and conditions of this Agreement and the Notes.

(e) Neither the Borrower's execution and delivery of this Agreement and the Notes, nor the performance or observance by the Borrower of the provisions hereof and thereof, violates any provisions of the Borrower's charter documents, including its Articles of Incorporation or Bylaws. No authorization, consent or approval by any Governmental Authority or any other person or class of persons is required as a condition, or if such condition is required it has been met, to the execution, delivery or performance of this Agreement and the Notes.

(f) The execution, delivery and performance of this Agreement and the Notes will not result in the creation of any Encumbrance upon any asset of the Borrower pursuant to the terms of any other agreement.

(g) There are no proceedings pending or threatened against or affecting the Borrower in any court or before any self-regulatory organization, Governmental Authority, arbitration board, or tribunal. The Borrower is not subject to any order of any court, Governmental Authority, arbitration board, or tribunal.

(h) The Borrower has timely filed all Tax returns required to be filed in any jurisdiction, such returns are true and correct, and the Borrower has timely paid all Taxes, assessments, fees, and other governmental charges which are due and payable. The Borrower has no tax assessments against it.

(i) The Borrower has good, indefeasible and marketable title to or a valid leasehold interest in all of its properties and assets as of the Effective Date.

(j) Neither this Agreement nor the Notes, nor any exhibits to this Agreement, certificates delivered by the Borrower pursuant to this Agreement, when read together in their entirety, (a) contain any untrue statement of a material fact regarding the Borrower nor, (b) omits to state a material fact necessary in order to make the statements contained herein or therein regarding the Borrower, in light of the circumstances in which it is made, not misleading.

(k) The Borrower is not now in violation of any laws, ordinances, governmental rules, Permits or regulations to which it is subject.

(l) The Borrower has not granted any security interest in any of the Collateral except to the Secured Parties and to RVM Holdings, LLC (the "Priority Lienholder").

(m) Parent owns 100% of the capital stock of Borrower, and there

are no outstanding securities convertible into, exercisable for, or exchangeable for the capital stock of Borrower, and no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal and similar rights) or agreements, orally or in writing, to purchase or to subscribe for the equity securities of Borrower. There are no outstanding written or oral agreements affecting or relating to the voting, issuance, purchase, redemption, repurchase, transfer or registration for sale of any securities of Borrower.

5. BORROWER AND PARENT'S COVENANTS. The Borrower and Parent each covenant that, except as otherwise consented to in writing by all of the Secured Parties:

(a) The Borrower will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Borrower shall give the Secured Party at least thirty (30) days written notice before changing its chief executive office or province of organization. The Borrower will notify the Secured Party in writing prior to any change in the location of any Collateral, including the Books and Records and bank accounts.

(c) The Borrower will notify the Secured Party in writing prior to any change in the Borrower's name, identity or business structure. The Borrower will not grant any security interest in any of the Collateral except to the Secured Parties, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Secured Parties and any rights of the lessor of any property leased to Borrower.

(d) The Borrower will pay or cause to be paid all Indebtedness falling due under the Asset Purchase Agreement and the Notes, on the dates and in the manner specified in the Notes, and will comply with the terms and conditions of the Notes.

(e) The Borrower will (i) comply with the requirements of all applicable laws, all obligations which, if contravened, could give rise to an Encumbrance over any of the Collateral, (ii) obtain and maintain in full force and effect all Permits required by law, and (iii) comply with all insurance policies and contracts to which it is a party or by which it or its properties are bound.

(f) The Borrower will deliver to Secured Parties, upon request, audited consolidated statements of income, retained earnings and cash flows of the Borrower for each fiscal year and the related consolidated balance sheet of the Borrower as at the end of such fiscal year, and unaudited consolidated statements of income, retained earnings and cash flows of the Borrower for each fiscal quarter and the related consolidated balance sheet of the Borrower as at the end of such fiscal quarter. The Borrower agrees (i) to maintain, at its own cost and expense, records with respect to the Collateral owned by it which are complete and accurate in all material respects and which are consistent with its current practices, but in any event to include accounting records which are complete in all material respects indicating all payments and proceeds received

with respect to any part of the Collateral, and (ii) at such time or times as the Secured Parties may reasonably request, promptly to prepare and deliver to the Secured Parties a duly certified schedule or schedules in form and detail reasonably satisfactory to the Secured Parties showing the identity, amount and location of any and all Collateral.

(g) The Borrower will promptly notify the Secured Parties in writing of any event which, affects or could reasonably be expected to affect the value of the Collateral, the ability of the Borrower or the Secured Party to dispose of the Collateral, or the rights and remedies of the Secured Parties in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any order, arrangement or procedure affecting the Collateral, whether governmental or otherwise, the revocation of any Permit, or any similar action or event.

(h) The Borrower shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Secured Parties' security interest (collectively, the "**Collateral Costs**"). Without waiving the Borrower's default for failure to make any such payment, any Secured Party, at its option, may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness owed to such Secured Party and bear shall interest at the rate set out in the Indebtedness. The Borrower agrees to reimburse the Secured Party on demand for any Collateral Costs so incurred.

(i) Until the Secured Parties exercise their rights to make collection, the Borrower will diligently collect all Collateral.

(j) The Borrower will pay and discharge all Taxes imposed, levied, collected, withheld or assessed at any time by any Governmental Authority having power to tax, together with penalties, fines, additions to tax and interest thereon, withhold and collect all Taxes required to be withheld and collected by it and remit such Taxes to the appropriate Governmental Authority at the time and in the manner required; and pay and discharge all obligations incidental to any trust imposed upon it by statute which, if unpaid, might become a Encumbrance upon any of the Collateral.

(k) The Borrower will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral; provided, however, that the Borrower may sell inventory in the ordinary course of business.

(l) The Borrower will maintain and keep in force all risk insurance covering the Collateral against fire, theft, liability and extended coverages as appropriate, to the extent that any Collateral is of a type which can be so insured. Such insurance shall be in form, amounts, coverages and basis reasonably acceptable to the Secured Parties, shall require losses to be paid on a replacement cost basis, shall be issued by insurance companies acceptable to the Secured Parties and include a loss payable endorsement in favor of the Secured Parties in a form acceptable to the Secured Parties. Upon the request of the Secured Parties, the Borrower will deliver to the Secured Parties

a copy of each insurance policy, or, if permitted by the Secured Parties, a certificate of insurance listing all insurance in force.

(m) The Borrower will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Borrower first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Secured Parties of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Secured Parties and shall provide that the Secured Parties has no liability to such owner, holder of any lien, or any other person.

(n) The Borrower will not grant any overriding royalty interests in the Mining Interests;

(o) The Borrower will not grant any further security interest in any of the Collateral; and

(p) Parent will not (i) issue any capital stock of Borrower, or any options, warrants, rights (including conversion or preemptive rights and rights of first refusal and similar rights) or agreements, orally or in writing, to purchase or to subscribe for the equity securities of Borrower, to any third party, or (ii) sell, assign, transfer, pledge, hypothecate, or otherwise assign to any person the capital stock of Borrower owned by Parent.

(q) The Borrower will permit the Secured Parties and their authorized employees, representatives and agents, upon giving at least 24 hours' prior notice: (a) to inspect and make extracts from and copies of its books and records; and (b) to discuss with senior management of the Borrower, as may be reasonably designated by a Secured Party, its business, property and assets, financial condition and prospects.

(r) The Borrower and Parent agrees that any Secured Party may at its option at any time, whether or not the Borrower or Parent is in default examine the Collateral, including the Books and Records, and either request that Borrower make, or permit Secured Party to make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time, with three business days' notice, upon the property where any Collateral or any Books and Records are located.

(s) The Borrower shall deliver to the Secured Parties, promptly upon receipt, copies of all notices, orders, or other communications regarding (i) any enforcement action by any governmental authority relating to health, safety, the environment, or any hazardous substances with regard to the Borrower's property, activities, or operations, or (ii) any claim against the Borrower regarding hazardous substances.

6. DEFAULTS. Any one or more of the following shall be a default hereunder:

(a) Any Indebtedness is not paid when due or any default occurs under the Asset Purchase Agreement, and such Indebtedness remains unpaid, or default remains uncured, for a period of seven (7) business days after such payment was due.

(b) The Borrower or Parent breaches any term, provision, warranty or representation under this Agreement (other than a breach of Section 6(a)), or under any other obligation of the Borrower to any Secured Party, and such breach remains uncured after notice and the opportunity to cure such breach for a period of 20 calendar days after such notice.

(c) The Secured Parties fail to have an enforceable first lien (except for (i) the Deed of Trust of the Priority Lienholder as filed with Ouray County, Colorado on July 20, 2012, and (ii) any liens to which all of the Secured Parties have expressly consented in writing) on or security interest in the Collateral as a result of action or inaction by the Borrower.

(d) A custodian, liquidator, trustee or receiver is appointed for the Borrower or for all or substantially all of its property and is not discharged within sixty (60) days after such appointment; or

(e) The Borrower makes an assignment for the benefit of creditors, or the Borrower applies for or consents to the appointment of a custodian, liquidator, trustee or receiver for such Borrower or for all or substantially all of its property;

(f) Bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Borrower and, if instituted against the Borrower are consented to or are not dismissed within sixty (60) days after such institution;

(g) Any involuntary lien of any kind or character attaches to any Collateral, except for (i) liens for taxes not yet due, or (ii) a mechanic's lien unless Borrower is in good faith contesting such lien by appropriate and timely proceedings. Borrower will provide notice to Secured Parties of the filing of a mechanic's lien within five calendar days' notice of receiving such notice of filing of the mechanic's lien.

(h) The Borrower or Parent has given any Secured Party any false or misleading information or representations.

7. SECURED PARTIES' REMEDIES AFTER DEFAULT. In the event of a Default, each Secured Party may, severally or together with one or more other Secured Parties, do any one or more of the following, to the extent permitted by law:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the

Uniform Commercial Code and any other applicable law.

(c) Enforce the guaranty of Parent under the Asset Purchase Agreement.

(d) Require the Borrower to obtain the Secured Party's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require the Borrower to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Secured Party in kind.

(f) Require the Borrower to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Secured Party's exclusive control.

(g) Require the Borrower to assemble the Collateral, including the Books and Records, and make them available to the Secured Party at a place designated by the Secured Party.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Borrower's equipment, if the Secured Party deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Borrower irrevocably authorizes the Secured Party to endorse or sign the Borrower's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Borrower and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Borrower.

(k) Use or transfer any of the Borrower's rights and interests in any Intellectual Property now owned or hereafter acquired by the Borrower, if the Secured Party deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Borrower agrees that any such use or transfer shall be without any additional consideration to the Borrower. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Borrower has any right or interest, whether by ownership, license,

contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Borrower hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Secured Party may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Borrower hereby irrevocably constitutes and appoints the Secured Party as the Borrower's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Borrower, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Secured Party or any of the Secured Party's agents or affiliates to or for the credit of the account of the Borrower or any guarantor or endorser of the Borrower's Indebtedness.

(o) Exercise any other remedies available to the Secured Party at law or in equity.

8. WAIVER OF CONSEQUENTIAL DAMAGES. The Borrower, Parent and the Secured Parties each agree that it will not assert any claim against the other or any other person indemnified under this Agreement on any theory of liability for special, indirect, consequential, incidental or punitive damages, including but not limited to, damages for loss of production, loss of revenue and profits, loss of business interruptions, and loss of use of assets or facilities.

9. MISCELLANEOUS.

(a) Borrower, Parent and Secured Parties each agree that in performing any act under this Agreement that time shall be of the essence hereof. Any waiver, express or implied, of any provision hereunder and any delay or failure by any Secured Party to enforce any provision shall not preclude such Secured Party from enforcing any such provision thereafter.

(b) The Borrower and Parent shall, at the request of any Secured Party, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as such Secured Party may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Borrower and Parent or furnished to a Secured Party in connection with this Agreement must be in form and substance satisfactory to such Secured Party.

(d) This Agreement shall be construed as though prepared by both of the parties hereto. This Agreement, and the performances of the parties hereunder, shall

be governed by the laws of the State of Colorado (except to the extent that perfection of the lien of this Agreement is governed by the Uniform Commercial Code or similar laws of another state or province, in which case the Uniform Commercial Code or similar law of such state or province shall govern with respect to such matters) without giving effect to the principles of conflicts of laws that would otherwise provide for the application of the substantive law of another jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement (other than rights relating to any security agreement which provides for or requires enforcement in another jurisdiction) must be brought against either party in the courts of the State of Colorado sitting in Denver, Colorado, or, if it has or can obtain jurisdiction, in the United States District Court for the State of Colorado, and each party hereby consents for itself and its successors and assigns to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in this section may be served on either party anywhere in the world, whether within or without the State of Colorado, and may also be served upon either party in the manner provided above for giving notices to a party under this Agreement.

(e) In the event of any action by a Secured Party to enforce this Agreement or to protect the security interest of the Secured Parties in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Borrower and Parent each agree to pay immediately the costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law.

(f) In the event any Secured Party seeks to take possession of any or all of the Collateral by judicial process, the Borrower and Parent hereby irrevocably waive any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(g) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Secured Parties and the Borrower and Parent shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(h) This Agreement shall inure to the benefit of the Secured Parties, their Transferees (as defined below) and all future holders of any Note, the Indebtedness and/or any of the Collateral, and each of their respective successors and assigns. This Agreement shall be binding upon Borrower and Parent and their respective successors and assigns, and no such person may assign, delegate or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of all of the Secured Parties. No rights are intended to be created under this Agreement for the benefit of any third party donee, creditor or incidental beneficiary of Borrower or Parent. Nothing herein shall be construed as a delegation to Secured Party of any other person's

duty of performance. BORROWER AND PARENT EACH ACKNOWLEDGE AND AGREE THAT EACH SECURED PARTY AT ANY TIME AND FROM TIME TO TIME MAY (I) DIVIDE AND RESTATE ANY NOTE, AND/OR (II) SELL, ASSIGN OR GRANT PARTICIPATING INTERESTS IN OR TRANSFER ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER ANY THIS AGREEMENT, THE NOTES, AND/OR THE INDEBTEDNESS TO OTHER PERSONS (EACH SUCH TRANSFEREE, ASSIGNEE OR PURCHASER, A **"TRANSFEREE"**). Each Transferee shall have all of the rights and benefits with respect to the Indebtedness and Collateral held by it as fully as if the original holder thereof, and either a Secured Party or any Transferee may be designated as the sole agent to manage the transactions and obligations contemplated therein; provided that, notwithstanding anything to the contrary in any this Agreement, the Asset Purchase Agreement or any Note, the Borrower shall not be obligated to pay under this Agreement to any Transferee any sum in excess of the sum which the Borrower would have been obligated to pay to such Secured Party had such participation not been effected. Notwithstanding any other provision of this Agreement, a Secured Party may disclose to any Transferee all information, reports, financial statements, certificates and documents obtained under any provision of this Agreement. Upon the transfer of all or any part of the Indebtedness, a Secured Party may transfer all or any part of the Collateral and shall be fully discharged thereafter from all liability and responsibility with respect to such Collateral so transferred, and the transferee shall be vested with all the rights and powers of such Secured Party hereunder with respect to such collateral so transferred; but with respect to any Collateral not so transferred, such Secured Party shall retain all rights and powers hereby given.

(i) This Agreement, and the Notes contain the entire agreement between Borrower, Parent and Secured Parties with respect to the specific subject matter hereof and thereof and supersede any prior understandings and agreements between Borrower, Parent and Secured Parties with respect to such specific subject matter, other than the obligations of the Borrower and Parent under the Asset Purchase Agreement. There are no oral agreements between the Secured Parties and Borrower and Parent.

(j) Whenever the context requires, the singular shall include the plural and the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all other genders. The headings in this Agreement are for convenience only and shall not limit, enlarge or otherwise affect any of the terms of this Agreement. Unless otherwise indicated, all references in this Agreement to sections refer to the corresponding sections of this Agreement. This Agreement shall be construed as though all parties had drafted it.

(k) BORROWER, PARENT AND SECURED PARTIES EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (B) ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING WILL

BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

(l) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts and signatures transmitted by facsimile shall be valid, effective and enforceable as originals.

The Borrower, Parent and the Secured Parties have executed this Security Agreement as of the ___ day of July, 2014 (the "**Effective Date**").

Secured Parties:
STAR MINE OPERATIONS LLC
a Colorado limited liability company

By: _____
Its: _____

By: _____
Name: _____
Title: _____

Address for Notices:

_____
Fax: _____

SILVER STAR RESOURCES LLC
a Colorado limited liability company

By: _____
Its: _____

By: _____
Name: _____
Title: _____

Address for Notices:

_____
_____
Fax: _____

REVENUE-VIRGINIUS MINES CORPORATION
a Colorado corporation

By: _____
Name: _____
Title: _____

Address for Notices:

_____
_____
Fax: _____

Borrower:

FORTUNE REVENUE SILVER MINES, INC.,
a Colorado corporation

By: _____
Its: _____

By: _____
Name: _____
Title: _____

Address for Notices:

_____
Fax: _____

Parent:

FORTUNE MINERALS LIMITED,
an Ontario corporation

By: _____
Its: _____

By: _____
Name: _____
Title: _____

Address for Notices:

_____
Fax: _____

EXHIBIT A
to
SECURITY AGREEMENT

EQUIPMENT

STAR MINE OPERATIONS LLC
COMPANY OWNED VEHICLES (TITLE HELD BY SOUTHWESTERN PRODUCTION CORP.

VEHICLE / EQUIPMENT	DATE OF PURCHASE	PURCHASE PRICE	VIN NUMBER	LICENSE PLATE NUMBER	TITLE ON FILE
TRAILERS					
1974 Stric Trailer	08/12/08	$ 2,200.00	193531	13-TRL-2406	x
2005 Ice Flatbed Trailer / Generator	01/07/10	$ 16,537.50	1T9BU20245C793140	13-TRL-168	x
2008 Interstate Trailer	03/26/14	$ 3,500.00	4RACS16268N058728	624OQY	
LEASED TO SILVER STAR RESOURCES LLC EQUIPMENT					
2010 Polaris Ranger 800cc ATV	08/02/12	$ 18,000.00	4XAHR76A0A4902814		
Lincoln Electric Welder/Ranger GXT	08/07/12	$ 5,000.00	K2382-3	N/A	
2011 Vibroscreen Model SCM40	05/01/13	$ 24,788.00	2V9TAFEF4BP022131	N/A	
TRAILERS					
1999 Stric Trailer / Caterpillar C32	10/16/12	$ 151,263.00	1S12GC402XB729772	9970ZDR	x
1999 Tem Trailer	07/27/12	$ 5,000.00	1842OP100X0709558	238YGZ	x
VEHICLES					
1981 International Flatbed Truck (White)	05/04/12	$ 15,000.00	AR185BHA12188	325WIN	x
2006 Chevrolet Surburban (Silver/Grey)	05/25/12	$ 22,000.00	3GNGK26G76G124268	890UKE	x
2005 Ford F350 PU (Brown)	10/29/12	$ 26,266.70	1FTWW31P65EB53871	861TVZ	x
2008 Ford F150 Supercrew PU (Silver)	04/30/12	$ 27,323.33	1FTPW14V48FA30877	889UKE	x
2008 Ford F250 Superduty PU (Blue)	10/31/12	$ 30,098.25	1FTSW21R28ED14859	860TVZ	x
2008 Ford F350 PU (Red)	12/22/11	$ 29,268.78	1FTWW31R88EB80821	886UKE	x
2008 Ford F350 PU (Grey)	04/30/12	$ 28,668.68	1FTWW31R28EC17572	888UKE	x
2008 Ford F550 PU (White)	08/25/12	$ 42,500.00	1FDAW57R18EC44822	862ZDR	x
2009 Chevrolet Suburban 1500 LT (Silver/Grey)	06/06/12	$ 26,535.85	1GNFK26329R277329	326WIN	x
2011 GMC Yukon XL 1500 (Grey)	08/27/12	$ 32,413.50	1GKS2HE35BR391413	863ZDR	x
1999 Chevrolet Suburban K1500	06/11/13	$ 7,973.72	1GNFK16R9XJ558098	864TVZ	x
1997 Chevrolet Suburban	07/18/13	$ 7,700.00	3GNFK16RXVG123976	866TVZ	x
2013 Dodge Ram	08/26/13	$ 54,262.26	3C7WRNEL5DG522224	867TVZ	x
1998 GMC Suburban	10/04/13	$9,564.55	1GKFK16R8WJ703677	868TVZ	x

Flotation Mill - per CH2M Hill @ 300 tpd

Crushing Circuit
Sandland 3' Shorthead Cone Crusher w/ 125 HP motor
Nordberg C-80 Jaw Crusher w/ 125 HP motor
Ludwicki 5' x 16' single deck vibrating screen
Associated Feeco conveyor belts, chutes, magnets and belt scales

Grinding Circuit
Vecor Ball Mill - 8' dia x 12' L w/ 400 HP GE VSD motor & Eaton drive
Krebs Hydrocyclone Bank
Knelson CD1C concentrator
Gemini 250 Gold Table
Associated Feeco conveyor belts and scales

Flotation Circuit
4 Banks - 3 Cell DR24 Flotation Cells w/ Spencer blowers
6 Banks - 2 Cell 15DR Flotation Cells w/ Spencer blowers
2ea - Eriez Column Flotation Cells
Zeroday reagent mixing tanks and pumps
Related tanks, pumps and piping
10 ton bridge service crane

Filters
2ea - Micronics 1500MM center feed plate and frame tailings press
2ea - Micronics 800MM center feed plate and frame concentrate press
1ea - Eimco disc concentrate filter
2ea - Concentrate bagging and scale stations
Related tanks, pumps and piping

Electrical
Eaton MV & LV switch gear
MGM MV & LV transformers
Wesco AB MCC controls
AmWest AB PLC processors
Dell processors w/ HMI automation
Associated pannels, intrumentation and controls

Underground

2ea - Greensburg 8 ton battery loci
2ea - 4 ton battery locis (Greensburg & Goodman)
3ea - Goodman Mancha 1.5 ton battery locis
Associated loci Battery Chargers
33ea - Granby muck cars
8ea - Flat cars
3ea - Alimak raise climbers w/ Alicabs
5ea - Eimco 12 B Mucker
2ea- Eimco Model 22 Mucker
8ea - Rocker dump muck car
2ea - Mantrip car
1ea - Powdercar
1ea - Gardner Denver 2 boom rail jumbo
1ea - Loboy car
1ea - Sandvik Hagby core rig

1 lot neumatic drills
1 lot slushers - neumatic/electric
1 lot ventilation fans and controls
1 lot electrical power centers and switches
1 lot ancillary underground equipment and tools

Surface Facilities

Mill office building w/ change room
Filter building with offices and change room
Compressor building w/3 IR compressors
Mechanics shop and warehouse
Switch Gear Electrical Building w/ IE HV switchgear
Transformer Substation w/ Cooper HV & MV transformers
Battery Building

Surface Equipment

3ea - IR compressors - 200, 250 and 300 HP
1 ea - Envirosafe 10,000 gal diesel storage tank
1 ea - CAT C32 Standby Generator 1250KW
1 ea - Gravel crusher and conveyor @ 25 tph
1ea - Vibratec portable diesel powered screen
2ea - CAT Excavator (320 & 325)
2ea - CAT IT38H wheeled loader
2ea - CAT 725 Articulated Truck
1ea - CAT 446 Backhoe
1ea - CAT D5 Dozer
2ea - CAT Skidsteer
1ea - CAT Telehandler
1ea - Shytrak Telehandler
1 ea - CAT Rolling Compactor
1ea - Robotic Shotcrete Machine

Transport Vehicles

1ea - 2013 Dodge 5500 4WD Flatbed
1ea - 2011 Yukon XL1500
1ea - 2009 Suburban 4WD
2ea - 2008 Ford F350 PU 4WD
1ea - 2008 Ford F250 PU 4WD
1ea - 2008 Ford F250 PU 4WD
1ea - 2008 Ford F150 PU 4WD
1ea - 2006 Suburban 4WD
1ea - 2005 Ford F350 PU 4WD
1ea - 1999 Suburban 4WD
1ea - 1997 Suburban 4WD
1ea - 1981 International 4WD Flatbed
2ea - Flatbed haul trailers

Warehouse 1900 Main Street, Ouray, CO

Office Furnishings - Desk, chairs, tables, filing cabinets, shelving, computers, telephones

Note: Some items listed above are subject to lease agreements, please refer to leasing schedules.

List of leased equipment used in the Revenue Mine Project:

Leased from Wagner Equipment Co.-Lessee is Star Mine Operations, LLC

Caterpillar TH5608 Telehandler
Catepillar CS 433D Vibratory Single Drum Soil Compactor
Caterpillar 725Articulated Truck
Caterpillar IT38H Small Wheel Loader
Caterpillar 725 Articulated Truck
Caterpillar 320CL Medium Hydraulic Excavator

Leased from Park Western Leasing-Lessee is Southwestern Production Corp:

Vecor 8 x 12 Ball mill with G.E. motor and base
Ingersoll Rand EPE250 air compressor
Sandvik DE 130 UG electric drill package
Ingersoll Rand EP2000 air compressor
Robotic shotcrete machine
Robotic arm mounted on Kubota MX5100 4WD carrier
Flameshield 10,000 gallon envirosafe fuel system
Nordberg C80 jaw crusher
Symons cone crusher
Vibrotech screen
Ludowici 5' x 16' horizontal screen
CAT generator C32
Skytrack Forklift
2008 Caterpillar IT38H tool carrier
2003 CAT D5N dozer
CAT skidsteer loader
CAT 446D 4 wheel drive backhoe

EXHIBIT B
to
SECURITY AGREEMENT

MINING INTERESTS

RVM Mining Claims

Patented Claim Name	Mineral Survey #	Patent Date	Patent Serial #	Gross Acres	Section	Interest/County All located in Ouray County and 100% except as noted	Net Acres
PATENTED MINING CLAIMS							
Anglo Saxon	5723	10/29/1896	27539	3.89	21		3.89
Atlas Ext.	5684	6/4/1895	25685	3.89	20		3.89
Banner	2079	6/3/1887	12114	5.11	20		5.11
Bismark	2410	11/19/1889	15359	10.33	16, 21		10.33
Black	12290	5/28/1906	43625	6.40	20, 29		6.40
Black Hawk	5723	10/29/1896	27539	8.93	21		8.93
Blackstone	5019	4/20/1891	17668	10.29	21		10.29
Blaine	5772 A	6/18/1894	24478	9.41	21		9.41
Blank	17500	10/20/1906	44556	7.03	21		7.03
Blank M.S.	14495	4/17/1902	35357	5.00	22		5.00
Blazer	16494	11/6/1905	41106	5.77	21, 22		5.77
Blazer M.S.	14499	4/17/1902	35358	0.86	23		0.86
Block	12163	2/1/1899	30502	10.33	29	San Miguel	10.33
Boojum	16089	6/8/1907	44192	7.76	28, 33		7.76
Caribou	163	1/14/1879	3032	9.10	22		9.10
Chip	12163	2/1/1899	30502	5.62	29	San Miguel	5.62
Clara Belle	6537	4/23/1892	20807	8.27	21, 28		8.27
Col. Porter	5772A	6/18/1894	24478	4.29	21		4.29
Cumberland	2077	2/25/1887	11594	10.33	20		10.33
Eclipse M.S	7816B	12/4/1893	23690	2.25	16, 21		2.25
Egypt Placer	16053	7/21/1904	39362	17.84	21		17.84
Eliza Pinkstone	12799	2/6/1900	32135	2.61	21		2.61
Engle	8505	7/5/1894	24552	10.31	29	San Miguel	10.31
Grand Trunk	339	3/17/1884	8927	7.88	21		7.88
Grant	7284 A	12/4/1893	23689	7.41	21		7.41
Hard Cash	5394 A	7/3/1896	27239	7.69	21		7.69
Highland Lassie	162	1/14/1879	3030	10.22	21, 22		10.22
Hill Top	13424 A	6/2/1904	38905	1.97	20		1.97
Hill Top Millsite	13424 B	6/2/1904	38905	3.77	20		3.77

Patented Claim Name	Mineral Survey #	Patent Date	Patent Serial #	Gross Acres	Section	Interest/County All located in Ouray County and 100% except as noted	Net Acres
Last Chance Millsite	11499	11/16/1898	30063	0.00	13, 14	Easement only	0.00
Lincoln	7284 A	12/4/1893	23689	7.36	21		7.36
Lincoln M.S.	7284 B	12/4/1893	23689	4.22	16, 21		4.22
Little Chief	840	6/15/1883	7783	8.35	21, 22		8.35
Lizard *	2655	4/8/1890	15976	10.19	29	San Miguel *	10.19
Mark Twain	344 A	7/30/1881	4870	6.83	21, 22		6.83
Mark Twain Millsite	344 B	7/30/1881	4870	5.00	21, 22		5.00
Mikado	6537	4/23/1892	20807	10.20	21, 28		10.20
Moltke	2411	6/19/1889	15052	10.30	16, 21		10.30
Monarch	990	5/31/1883	7766	10.02	20		10.02
Monetizer	346	7/30/1881	4872	10.33	21, 22		10.33
Monongahela	523	5/12/1884	9218	10.03	20	81.25%	8.15
Mountain Top	13425	8/2/1901	34291	9.38	29	San Miguel	9.38
Muldoon	14798	7/1/1903	36783	9.08	22		9.08
Myrtle	5723	10/29/1896	27539	5.26	21		5.26
Nada *	2655	4/8/1890	15976	10.19	29	San Miguel *	10.19
Nashville	2078	2/25/1887	11595	10.18	20		10.18
Ottawa	5772 A	6/18/1894	24478	7.29	21		7.29
Potosi	168	1/14/1879	3037	8.93	15, 21, 22		8.93
Protector	16494	11/6/1905	41106	5.04	21		5.04
Queenie	1824	8/9/1887	12378	9.90	21, 28		9.90
Revenue	5723	10/29/1896	27539	8.60	21		8.60
Revenue Millsite	16714	5/16/1905	41995	0.05	21		0.05
Sarah Bernhardt	6537	4/23/1892	20807	9.94	21, 28		9.94
Seven Thirty	166	1/14/1879	3035	6.50	21		6.50
Sidney (east 200 feet only)	982	10/4/1883	8250	1.38	20, 21		1.38
Silver Queen	345	7/30/1881	4873	8.22	21		8.22
SiWash Millsite	16965	4/3/1905	41996	0.40	21		0.40
Slide	14182	1/16/1902	34898	10.33	14		10.33
Snark	16089	6/8/1907	44192	5.46	28, 33		5.46
Stonewall Jackson	5772 A	6/18/1894	24478	10.16	21		10.16
Stonewall Jackson Millsite	5772 B	6/18/1894	24478	5.00	* 21		5.00
Summit	13207	4/20/1901	33766	6.77	16, 21		6.77
Terrible	1592	12/9/1886	11299	7.37	20		7.37
Tip Top	13425	8/2/1901	34291	10.33	29	San Miguel	10.33

Patented Claim Name	Mineral Survey #	Patent Date	Patent Serial #	Gross Acres	Section	Interest/County All located in Ouray County and 100% except as noted	Net Acres
Torpedo (SE 500 feet only)	1755	4/8/1887	11813	3.44	16, 21		3.44
Two Step	17500	10/20/1906	44556	5.05	21		5.05
Valley View	1823	5/7/1894	24291	10.33	21		10.33
Victor	6537	4/23/1892	20807	9.86	21, 28		9.86
Virginius Lode	229	5/12/1880	3956	10.33	20, 29		10.33
Volta	5772 A	6/18/1894	24478	6.25	21, 22		6.25
Walrus	16089	6/8/1907	44192	1.11	28, 33		1.11
Wheel of Fortune	343 A	7/30/1881	4871	9.68	21, 22		9.68
Wheel of Fortune Millsite	343 B	7/30/1881	4871	4.10	21, 22		4.10
Ymir	16494	11/6/1905	41106	1.42	21		1.42
TOTAL RV PATENTED CLAIMS			Total Acres	524.72			522.84

* Nada-Lizard - 7.51 acres in Ouray County are covered by Mining Lease from Ouray County to Silver Star Res, LLC

UNPATENTED MINING CLAIMS (Ouray County) T43N-R8W

Claim Name	BLM Serial No.	Location Date	Gr Ac	Section	Net Acres
T.M.C. NO. 1	CMC281857	9/2/2011	20.42	20	10.67
T.M.C. NO. 2	CMC281858	9/2/2011	20.42	20	9.14
T.M.C. NO. 3	CMC281859	9/2/2011	20.42	20	5.06
T.M.C. NO. 4	CMC281860	9/2/2011	20.42	20, 21	13.74
T.M.C. NO. 5	CMC281861	9/2/2011	20.42	20, 21	12.95
TOTAL RV UNPATENTED CLAIMS					51.56

RVM WATER RIGHTS

W-2991 Lake Reservoir and 24.74 acre feet of water for storage as more particularly described in the decree of the Water Court for Divisions No. 4 in case number W-2991 dated April 10, 1979 and recorded in Ouray County, Colorado records Book 191, Pages 981 and 982.

W-2993 3.34 c.f.s. or 1,500 g.p.m. diverted at a location in the NE/4SE/4 of Section 21, Township 43 North, Range 8 West, of the N.M.P.M., more particularly described in, and subject to, the decree of the Water Court for Water Division No. 4 in case number W-2993, dated June 26, 1979, and recorded in Ouray County, Colorado records Book 191, Pages 979 and 980.

SSR Mining Claims

PATENTED MINING CLAIMS

Patented Claim Name	Mineral Survey #	Patent Date	Patent Serial #	Gross Acres	Section	Interest	Net Acres
Blythe Lode	MS 18529	7/8/1909	71065	6.71	19, 20	78.05%	5.23
Mountain Queen Lode	MS 7757	10/17/1893	23466	7.95	19	78.05%	6.19
Clipper #2 Lode	MS 7769A	10/17/1893	23467	6.71	18-20	78.05%	5.23
Fargo Lode	MS 18529	7/8/1909	71065	5.41	19, 20	78.05%	4.22
Gray Eagle Lode	MS 5663	8/10/1891	18413	10.19	19, 20	78.05%	7.94
Hendricks Lode	MS 7769A	10/17/1893	23467	6.15	19, 20	78.05%	4.79
Little Annie Lode	MS 2688	11/19/1890	16810	3.49	17, 20	78.05%	2.72
Monongahela Lode	MS 523	5/12/1884	9218	10.03	20	78.05%	1.58
Nuada Lode	MS 18529	7/8/1909	71065	2.41	19, 20	78.05%	1.88
Old Trail Lode	MS 7769A	10/17/1893	23467	5.10	17, 20	78.05%	3.97
Rene Lode	MS 18529	7/8/1909	71065	5.81	19, 20	78.05%	4.53
Shamrock Lode	MS 1145	6/4/1889	14995	10.11	18, 19	78.05%	7.88
Silver Dollar Lode	MS 13715	2/18/1904	38033	10.19	20	78.05%	7.94
Terrible #2 Lode	MS 7096	8/3/1892	21721	9.12	19, 20	78.05%	7.11
Zig Zag Lode	MS 7769A	10/17/1893	23467	10.33	20	78.05%	8.05
Zig Zag Millsite	MS 7769B	10/17/1893	23467	5.00	17, 20	78.05%	3.90
Tornado Lode	MS 1680	10/23/1886	11092	10.13	19, 20	78.05%	7.89
Thomas J. Regan Lode	MS 19958	1/8/1921	13484	6.74	19, 20	78.05%	5.25
Tip Top	MS 9062	7/8/1895	25817	7.96	19, 20, 29	100.00%	7.96
White Pine	MS 9123	8/19/1896	25890	10.33	19. 20, 29	100.00%	10.33
Chief Deposit	MS 167	1/14/1879		10.07	22, 27	100.00%	10.07
Vallkyrie	MS 14305	6/20/1904		8.01	20, 29	90.00%	7.21
Millionaire	MS 472	10/31/1882		10.09	26, 27	80.00%	8.07
US Depository	MS 474	7/18/1889		10.28	27	80.00%	8.22
Hidden Treasure	MS 548A	2/28/1883	7249	10.20	27, 34	49.58%	5.06
Hidden Treasure MS	MS 548B	2/28/1883	7249	2.47	27	49.58%	1.22
Good Luck	MS 7147	3/281896	26676	10.28	27, 34	49.58%	5.10
Good Luck Ext.	MS 7147	3/28/1896	26676	4.11	34	49.58%	2.04
Pocahontas	MS 165	1/14/1879		10.09	27	54.12%	5.46
Vincent	MS 20316	3/4/1927	996952	14.53	34	80.00%	11.62
Evelyn	MS 19964	7/27/1920	763934	12.88	27, 34	80.00%	10.30
Edward B	MS 20316	3/4/1927	996952	7.44	27, 34	80.00%	5.95
John R	MS 20316	3/4/1927	996952	14.63	34	80.00%	11.70
Saracen NW 300'	MS 15474	4/9/1904		2.06	26. 27	80.00%	1.65
Ground Hog	MS 16675	7/21/1906		10.31	27, 28	49.58%	5.11
Ptarmigan	MS 12749	4/20/1901		1.36	27	49.58%	0.67

UNPATENTED MINING CLAIMS

Claim Name	BLM Serial No.	Location Date	Gr Ac	Section	Net Acres
RV 1	CMC282292	10/4/2011	20.66	21, 22	4.31
RV 2	CMC282293	10/4/2011	20.66	21, 22	8.56
RV 4	CMC284135	7/13/2012	20.66	21, 22	4.69
RV 5	CMC282295	10/5/2011	20.66	21	2.89
RV 6	CMC282296	10/5/2011	20.66	21, 22	12.46
RV 7	CMC282297	10/5/2011	20.66	21	5.07
RV 8	CMC284136	7/14/2012	20.66	21	2.56
RV 9	CMC284137	7/13/2012	20.66	21	3.02
RV 10	CMC284138	7/17/2012	20.66	19,20	8.80
RV 11	CMC284139	7/17/2012	20.66	20	1.88
RV 12	CMC284140	7/17/2012	20.66	20	8.82
RV13	CMC284141	7/17/2012	20.66	20	6.56
RV 14	CMC284142	7/17/2012	20.66	20	8.36
RV 15	CMC284143	7/17/2012	20.66	20,29	13.24
RV 16	CMC284144	7/18/2012	20.66	20,29	17.23
RV 17	CMC284145	7/18/2012	20.66	20,29	8.52
RV 18	CMC284146	7/21/2012	20.66	21,28	1.37
RV 19	CMC284147	7/22/2012	11.02	28	1.18
RV 20	CMC284148	8/1/2012	20.66	22,27	9.87
RV 21	CMC284149	7/30/2012	20.66	22,27	15.10
RV 22	CMC284150	7/29/2012	20.15	22,27	13.80
RV 23	CMC284151	7/29/2012	20.15	27	16.41
RV 24	CMC284152	7/30/2012	20.58	27	17.37
RV 25	CMC284153	7/30/2012	20.58	27	9.05
RV 26	CMC284154	7/30/2012	20.66	26,27	7.58
RV 27	CMC284155	7/30/2012	20.66	26,27	7.14
RV 28	CMC284156	8/2/2012	20.66	29	12.72
RV 29	CMC284157	8/2/2012	20.66	29	12.87
RV 30	CMC284158	8/2/2012	20.66	29	13.02
RV 31	CMC284159	8/2/2012	20.66	29	20.66
RV 33	CMC285304	7/2/2013	20.66	17,20	3.60
RV 34	CMC285305	7/2/2013	20.66	17,20	12.71

LEASED CLAIM

Mining Lease dated June 26, 2012 between Ouray County, a political subdivision of the State of Colorado, Lessor, and Silver Star Resources, LLC, a Colorado limited liability company covering Lizard Lode Claim MS 2655 and Nada Lode Claim MS 2655, located in Section 29, Township 43 North, Range 8 West, Ouray County, Colorado; and recorded by Memorandum of Mining Lease in Ouray County Clerk and Recorder, Reception No. 206074.

EXHIBIT C
to
SECURITY AGREEMENT

PATENTS, TRADEMARKS, COPYRIGHTS, ETC.

Revenue-Virginius™

EXHIBIT F

TO

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

Dated May 1, 2014

Form of Stock Purchase Assumption Agreement

Attached.

STOCK PURCHASE AGREEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT

Stock Purchase Agreement Assignment and Assumption Agreement dated as of [•], 2014 (the **Agreement**) made among Rory Williams (**Rory**), James Williams, Jr. (**James**, and together with Rory, the **Assignors**), individuals residing in the State of Colorado and Fortune Revenue Silver Mines, Inc., a corporation formed under the laws of Colorado (the **Assignee**).

RECITALS:

A. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Stock Purchase Agreement (as hereinafter defined).

B. Silver Star Resources, LLC and [redacted] entered into stock purchase agreement dated [redacted] (the **Stock Purchase Agreement**) wherein Silver Star purchased the issued and outstanding stock of Revenue-Virginius Mines Corporation. The name of the Vendor under the Stock Purchase Agreement and the date of the agreement are redacted herein.

C. The parties to the Stock Purchase Agreement amended the Stock Purchase Agreement on [redacted] on [redacted] wherein Silver Star Resources, LLC assigned its interest to the Assignors; on [redacted] wherein the due date of certain payments owed to the sellers thereunder were delayed; and the payment obligation noted in D(i) below was reduced from $2,000,000 to $1,500,00. The dates of the amendments to the Stock Purchase Agreement are redacted.

D. Pursuant to the terms and conditions of the Stock Purchase Agreement, as amended, the Assignors have the legal obligation, among other obligations, to pay to [redacted] the amounts of: (i) $1,500,000 no later than October 1, 2014, pursuant to Section 1.2(d) of the Stock Purchase Agreement; (ii) $3,000,000 no later than October 1, 2015, pursuant to Section 1.2(d) of the Stock Purchase Agreement; (iii) Production Payment #1 until such payments total $9,000,000; pursuant to Section 1.2(e) of the Stock Purchase Agreement as adjusted in accordance with Section 1.2(g) of the Stock Purchase Agreement; (iv) from the date after which the entire amount of Production Payment #1 has been paid, Production Payment #2 until such payment totals $9,000,000, pursuant to Section 1.2(f) of the Stock Purchase Agreement; and (v) the Bonus Payment in the amount of $2,000,000 pursuant to Section 1.2(i) of the Stock Purchase Agreement (collectively, the "**Payment Obligations**").

E. The Assignors own interests in Silver Star Resources, LLC, Revenue-Virginius Mines Corporation and Star Mine Operations LLC and such entities have entered into a participating interest and asset purchase agreement dated as of May 1, 2014 with, among others, the Assignee (the "**Participating Interest and Asset Purchase Agreement**"), pursuant to which Assignee will purchase substantially all of the assets of Star Mine Operations LL and Revenue-Virginius Mines Corporation and become the owner and operator of the Revenue Mine.

F. It is a condition of closing of certain transactions contemplated in the Participating Interest and Asset Purchase Agreement that the Assignee assume the Payment Obligations from Assignors.

G. The Assignors wish to transfer and assign to the Assignee and the Assignee wishes to accept and assume the Payment Obligations and all other rights, duties and obligations of the Assignors that remain outstanding under, pursuant to or in connection with the Stock Purchase Agreement, as if the Assignee had been the original party to such Stock Purchase Agreement (the "**Rights and Obligations**").

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Assignment.**

The Assignors hereby irrevocably assign and transfer to the Assignee and the Assignee hereby irrevocably accepts and assumes from the Assignors, as of the date hereof (the **Effective Date**), the

Rights and Obligations and all of the Assignors' rights and obligations thereunder, including all claims, causes of action, and any other rights of the Assignors, against any person, whether known or unknown, arising under the Rights and Obligations or in any way based on or relating thereto, including contract and tort claims, statutory claims, and all other claims related to the rights and obligations sold and assigned.

2. Effect of Assignment.

From and after the Effective Date, the Assignee shall be bound by the Rights and Obligations and shall have all rights and perform all duties and obligations under and pursuant to the Rights and Obligations, and the Assignors shall relinquish their rights and be released from their duties and obligations under and pursuant to the Rights and Obligations.

3. Release and Indemnity.

Subject to Section 4, Assignee hereby releases and forever discharges Assignors from any and all claims, actions, causes of actions, demands, liabilities, suits, judgments, damages, losses, expenses, costs and liabilities (including, without limitation, damage to property, death of or injuries to a person or persons, interest, penalties and attorney's fees) (**Claims**), which are related to, arise out of, or are in any way connected with the Stock Purchase Agreement.

Subject to Section 4, Assignee further agrees to defend, indemnify and hold Assignors harmless from and against any and all Claims arising after the date hereof and related to, arising out of, or in any way connected with the Stock Purchase Agreement. In the event that Assignors receives notice of any such Claim, Assignors shall inform Assignee as soon as possible and Assignee shall have the obligation to defend Assignors, with counsel selected by Assignors in Assignors' sole discretion.

4. Assignor Representation and Indemnity.

Assignor hereby represents and warrants to Assignee that all covenants of Assignor under the Stock Purchase Agreement that, by their nature, were to be performed prior to the closing of the transactions contemplated therein, have been complied with. Assignor further represents and warrants that all Purchase Price (as such term is defined in the Stock Purchase Agreement) payments owing by Assignor except for the Payment Obligations have been paid in full.

Assignor agrees to defend, indemnify and hold Assignee harmless from and against all Claims arising out of, related to, or in any way connected with the breach of any of the representations and warranties contained in this Section 4 and the parties hereto acknowledge that any such amounts owing hereunder shall not apply to the liability cap contained in Section 8.4(a) of the Participating Interest and Asset Purchase Agreement.

5. Further Assurances.

The parties agree to execute and deliver such further and other documents and perform or cause to be performed such further acts and things as may be necessary or desirable in order to give full effect to this Agreement.

6. Binding Effect.

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

7. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect, without limitation.

8. Governing Law and Jurisdiction.

This Agreement is governed by and is to be interpreted, construed and enforced in accordance with the laws of the State of Colorado, without regard to conflict of law principles.

9. Counterparts.

This Agreement may be executed in any number of separate counterparts (including by facsimile or other electronic means) and all such signed counterparts will together constitute one and the same agreement. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other parties by facsimile or other means of recorded electronic transmission and such transmission with an acknowledgement of receipt shall constitute delivery of an executed copy of this Agreement to the receiving party.

[Signature Page Follows.]

IN WITNESS WHEREOF the parties have executed this Agreement.

FORTUNE REVENUE SILVER MINES, INC.

Per: _____

Name:

Title:

_____

Name: Rory Williams

_____

Name: James Williams Jr.

This Agreement is hereby agreed to by [redacted] the original seller of Revenue-Virginius Mines Corporation under the Stock Purchase Agreement and the party to which the Rights and Obligations are owed. [redacted] acknowledges that the Assignee is now the holder of, and solely responsible for the Rights and Obligations, and with the exception of any rights and obligations owing to [redacted] pursuant to Section 4 herein, hereby releases Assignors from all duties and obligations under such Stock Purchase Agreement.

[redacted]

Per: _____

Name:

Title:

EXHIBIT G

TO

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

Dated May 1, 2014

Form of Mine Management Agreement

Attached.

EXHIBIT G

FORM OF

MINE MANAGEMENT AGREEMENT

THIS AGREEMENT made effective the [1st] day of May, 2014 (the "Effective Date"), by and between Fortune Revenue Silver Mines, Inc., a Colorado corporation ("New Operator"), and Star Mine Operations, LLC, a Colorado limited liability company ("Existing Operator"). New Operator and Existing Operator are referred to herein together as the "Parties" and, individually, as a "Party."

WITNESSETH

WHEREAS, pursuant to that certain Participating Interest and Asset Purchase Agreement effective the [1st] day of May, 2014, by and between Silver Star Resources, LLC, Revenue-Virginius Mines Corporation, and Existing Operator, as Sellers, and New Operator, as Buyer, Fortune Minerals Limited, an Ontario corporation, as Buyer's parent, and certain other parties (the "Purchase Agreement"), New Operator (a) has acquired a 12% participating interest in the Existing Operator (the "Participating Interest Transaction"), and (b) will acquire the patented and unpatented mining claims constituting the Revenue Virginius Mine located in Ouray County, Colorado (the "Mine"), as well as certain other assets, contracts, permits and other property (collectively with the mining claims, the "Mine Assets") from Sellers.

WHEREAS, in connection with the consummation of the Participating Interest Transaction and as a condition thereto, the Parties desire that the Existing Operator provide New Operator with certain transition services as set forth herein from the date of the effective date of the Purchase Agreement (the "Effective Date").

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

TERM, PAYMENT AND SERVICES

1.1 Term. Subject to Section 1.2 hereof, the term of this Agreement for any Service (as defined in Section 1.4) listed on Annex A shall be the period commencing on the Effective Date and ending on July 31, 2014 (the "Original Term"); provided that New Operator may extend the term for any Service being provided hereunder for an additional 30 additional days (each such extension, an "Additional Term") by providing written notice of extension ("Extension Notice"), specifying the Service(s) to be extended, by no later than ten (10) days prior to July 31, 2014 or the last day of any Additional Term (the Original Term plus any Additional Term(s), the

"Transition Period"); provided that (a) during the Original Term, all Services must be used and paid for in 30 day increments, and (b) during any Additional Term, New Operator is obligated to use and pay for a period of no less than 30 days for any Services being provided, and the minimum charge during any Additional Term (no matter what Services are being provided) is [redacted] per day (but may be higher, if the Fees set forth on Annex A for the Services being provided would be higher). Existing Operator may terminate this Agreement at any time after July 31, 2014 by providing written notice to New Operator specifying an effective date of termination that is no sooner than 30 days from the date of such written notice. The minimum daily fee payable during any Additional Term is redacted.

1.2 Fees. Unless otherwise provided herein, during the Transition Period, as consideration for the Services (as defined in Section 1.4) to be provided by Existing Operator or its Affiliates, New Operator shall pay to Existing Operator the per day rates set forth on Annex A. Existing Operator's fee rates for its personnel are calculated on the basis of an eight-hour day, worked between 8:00 a.m. and 5:00 p.m. on weekdays (excluding public holidays), with any Services provided in a day (whether greater than or less than an eight-hour day) being invoiced as a full day. Existing Operator shall invoice New Operator on a bi-weekly basis which invoice shall include weekly costs for Services. New Operator shall pay Existing Operator each invoice within five (5) days following receipt thereof.

1.3 Contact Party. For each service set forth in Annex A, there shall be a designated contact person for New Operator and Existing Operator, respectively (the "Contact Persons"). Annex A shall set forth the names and telephone numbers of such Contact Persons initially designated to be responsible for each such Service. Each party may provide notification in accordance with Section 5.7 of any modifications to the designation of these Contact Persons.

1.4 Transition Services.

(a) During the term of each Service as provided in Section 1.1, Existing Operator and its Affiliates (collectively referred to herein as Existing Operator) agree to provide the Services set forth in Annex A attached hereto (collectively, the "Services") to New Operator.

(b) Existing Operator shall provide the Services to New Operator in a diligent, safe and efficient manner, in accordance with Existing Operator's past practices, and in accordance with applicable law, and to the extent (i) disclosed in writing to Existing Operator and (ii) not otherwise inconsistent with the foregoing, the applicable operating policies, procedure and practices of New Operator.

(c) The services to be provided by Existing Operator hereunder are intended to be ministerial and administrative in nature, and nothing herein will (i) obligate or be construed to obligate Existing Operator, to make or carry out any policy, subjective or interpretative decision on behalf of New Operator, or (ii) cause, or be deemed to cause Existing Operator to assume the duties of New Operator under the contracts, permits and other rights, agreements and obligations of New Operator as the

operator of the Mine. In any instance in which Existing Operator will deem it necessary, it will be entitled to request, and to receive and rely upon, instructions from New Operator with respect to actions to be taken or omitted hereunder.

(i) New Operator agrees to provide Existing Operator with a current list of those officers or other employees of New Operator who are authorized to give Proper Instructions hereunder to Existing Operator (each such officer or employee designated herein as an "Authorized Officer"). New Operator initially designates as Authorized Officers the individuals identified on Schedule A attached hereto. Existing Operator may rely conclusively and shall be protected in acting upon any instructions given by an Authorized Officer, such instructions to be given in writing (including email or fax) or such other form and manner as the parties agree upon from time to time ("Proper Instructions").

(ii) Oral instructions will be considered Proper Instructions if Existing Operator reasonably believes them to have been given by a person authorized to give such instructions with respect to the transaction involved. New Operator will cause all oral instructions to be promptly confirmed in writing; provided that Existing Operator may rely upon such oral instructions prior to receipt of written confirmation.

(iii) Existing Operator shall have no duties or responsibilities other than those expressly set forth in this Agreement, and no implied duties or obligations shall be read into this Agreement against Existing Operator. Existing Operator's duties shall be determined solely by reference to this Agreement, and to the receipt of Proper Instructions as described in this Agreement. Existing Operator shall not have a duty to act, and shall not be obligated to take any actions, that are not expressly set forth in this Agreement or otherwise properly authorized in accordance with this Agreement. Existing Operator shall not have any duty to enforce any obligation of any person.

1.5 Sufficiency of Assets. The provision of Services or Additional Services (as defined in this Agreement) provided hereunder shall not be considered in determining the sufficiency of assets of the Sellers pursuant to Section 4.15 of the Purchase Agreement.

ARTICLE II

LIABILITY; INDEMNIFICATION

2.1 Management and Liability. The Parties shall use their commercially reasonable efforts to agree to a plan relating to the operations of the Mine within three (3) weeks of the Effective Date. The implementation of the plan shall be supervised by a management committee consisting of three (3) representatives of New Operator and two (2) representatives of the Silver Star Resources, LLC. The

management committee will meet bi-weekly during the Transition Period. Notwithstanding the management committee's oversight of the plan, New Operator shall be solely responsible for the direction and control of the Mine and the operations of the business of the Mine, and shall bear all costs, expenses and liabilities while it remains the operator of the Mine pursuant to the Mine Management Agreement.

2.2 Indemnity. New Operator shall, to the full extent permitted by law, indemnify, defend and hold harmless Existing Operator, and its officers, directors, managers, members, employees, agents and assigns against all claims, liabilities, damages, losses or expenses, including but not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines, and penalties arising out of Existing Operator's performance of this Agreement, provided, however, that New Operator shall not indemnify Existing Operator for any liability resulting from Existing Operator's gross negligence or willful misconduct or violations of law by Existing Operator or its officers, directors, managers members, employees, agents or permitted assigns in the performance of this Agreement.

ARTICLE III

EMPLOYEES AND INSURANCE

3.1 Treatment of Employees.

(a) Employees of New Operator involved in the receipt of the Services shall not be considered to be employees of Existing Operator or its Affiliates as a result of this Agreement, and New Operator shall be solely responsible for the payment and provision of all wages, bonuses, commissions and employee benefit plans, programs or arrangements relating to such employees.

(b) Employees of Existing Operator or its Affiliates involved in the provision and administration of the Services shall not be considered to be employees of New Operator as a result of this Agreement, and Existing Operator shall be solely responsible for the payment and provision of all wages, bonuses, commissions and employee benefit plans, programs or arrangements relating to such employees.

3.2 Insurance.

Each of the Parties shall maintain customary and reasonable levels of insurance in connection with this Agreement.

ARTICLE IV

FORCE MAJEURE

4.1 No Party shall be liable for any failure or delay in performance under this Agreement which is due to any contingency, delay, failure or cause of any nature beyond the reasonable control of such Party (except financial) including, without

in any way limiting the generality of the foregoing, fire; explosion; earthquake; storm; flood or other adverse weather condition; unavailability of necessary utilities or fuel; accident involving or breakdown of machinery or facilities involved in the performance of this Agreement, strike, lockout, combination of workmen or other labor difficulties (from whatever cause arising, and whether or not the demands of the employees are reasonable or within either party's power to grant); war; insurrection; riot; act of God or the public enemy; any change in law, act, order, proclamation, decree, regulation, ordinance, instructions or requests of Governmental Authorities or the interpretation or application of any of the foregoing; judgment or decree of a court of competent jurisdiction; delay or failure of carriers or contractors; labor shortage or inability to obtain transportation equipment, raw or operating materials, plant equipment or materials, required for maintenance or repairs; or failure to obtain or loss or suspension of necessary licenses or permits (an "Event of Force Majeure"). Economic hardship shall not be considered an Event of Force Majeure. In the event of an Event of Force Majeure, the Party affected shall (i) use commercially reasonable efforts (which shall not require any action that would result in a commercially unreasonable increase in a Party's costs in performance under this Agreement beyond the costs which it would have incurred in the absence of an Event of Force Majeure) to continue to perform its obligations hereunder and to overcome or mitigate the effects of the Event of Force Majeure as promptly as possible, (ii) give timely notice of such event and the cessation thereof to the other Party, and (iii) in the case of Existing Operator, treat the provision of Services to New Operator on an equal and not less favored basis as it treats its own Affiliates, subsidiaries or divisions.

ARTICLE V

MISCELLANEOUS

5.1 Confidential Information. Each Party shall, and shall cause each of its Affiliates and each of their officers, directors and employees to, hold all information relating to the business of the other Party disclosed to it by reason of this Agreement confidential and not disclose any of such information to any third party unless legally compelled to disclose such information; provided, however, that to the extent that any Party may become so legally compelled, such Party may only disclose such information if it shall first have afforded the other Party the opportunity to obtain an appropriate protective order or other satisfactory assurance of confidential treatment for the information required to be so disclosed.

5.2 Termination Assistance. Upon termination of the Services set forth on Annex A of this Agreement, Existing Operator shall cooperate with New Operator to maintain an orderly transfer of such functions to New Operator.

5.3 Amendment; Non-waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor

shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

5.4 Access to Information. Each Party shall have access, and the other Party shall make available, upon reasonable notice and request, information that is in such Party's possession and is reasonably required in order to perform the Services.

5.5 Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Agreement.

5.6 Interpretation. The headings and captions contained in this Agreement are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.7 Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given and made if served by personal delivery upon the party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by an internationally recognized courier service, or if sent by telecopier; provided that the telecopy is promptly confirmed by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

Notices to the Existing Operator:

Star Mine Operations, LLC
1675 Larimer Street
Suite 820
Denver, CO 80202
Attn: Mr. James W. Williams, Jr.

Notices to New Operator and Parent:

Fortune Revenue Silver Mines Inc.
c/o Fortune Minerals Limited
148 Fullarton Street, Suite 1600
London, Ontario, Canada
N6A 5P3
Attn: Robin Goad

5.8 No Strict Construction. The language used in this Agreement shall

be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

5.9 Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied or emailed signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties.

5.10 Entire Agreement. This Agreement, the Purchase Agreement (including the Sellers Disclosure Schedules and all the exhibits thereto) contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter, except for the Confidentiality Agreements which will remain in full force and effect for the term provided for therein and other than any written agreement of the parties that expressly provides that it is not superseded by this Agreement.

5.11 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

5.12 GOVERNING LAW. THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. In the event of a *bona fide* dispute arising under this Agreement, and written notice by either party requesting resolution, the Parties agree to attempt to resolve such dispute. If the Parties cannot resolve such dispute within ten (10) days of such written notice ("First Resolution Period"), representatives of senior management of each Party shall attempt to resolve such dispute. In the event that such representatives of senior management cannot resolve such dispute within ten (10) days of the expiration of the First Resolution Period, either Party may refer the dispute to the office of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in Denver, Colorado (or if no such office exists, to the office nearest thereto), for mediation through an informal, non-binding conference or conferences between the Parties in which a retired judge or justice from JAMS panel will seek to guide the parties to a resolution of the dispute. Should any such dispute remain unresolved (i) more than 20 days after such referral, then either Party may refer the dispute for resolution, or (ii) at the conclusion of such mediation, then the dispute shall be resolved, in either case by final and binding arbitration before a different judicial panelist, unless the Parties agree to have the mediator panelist act as arbitrator. The mediation and arbitration meetings and hearing shall be conducted at a location determined by the mediator or arbitrator in the Denver, Colorado metropolitan area and shall be administered by and in accordance with JAMS'

then-existing Rules of Practice and Procedure. The Parties shall each pay one-half of the fees and expenses payable to JAMS and its mediators and arbitrators but shall otherwise each pay their own costs and expenses (including but not limited to attorneys' fees) of mediation and arbitration.

5.13 Assignment. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that New Operator agrees that Existing Operator may assign its rights or obligations under this Agreement to Silver Star Resources, LLC and/or Revenue-Virginius Mines Corporation and/or any other Affiliate of Existing Operator.

5.14 Further Assurances. Each Party shall cooperate, shall take such further action and shall execute and deliver such further documents as may be reasonably requested to carry out the provisions and purposes of this Agreement.

The Parties have executed this Transition Services Agreement as of the date first written above.

STAR MINE OPERATIONS, LLC

By:_____

Its: _____

NEW OPERATOR:

FORTUNE REVENUE SILVER MINES, INC.

By:_____
Name:
Title:

Per diem fees are redacted

ANNEX A

	Service (FN 1)	Fees (per diem)	Contact Person for New Operator	Contact Person for Existing Operator
1	Operations (FN 2)	[redacted]		
2	Human Resources (FN 3)	[redacted]		
3	Land Matters	[redacted]		
4	Accounting (FN 4)	[redacted]		
5	General	[redacted]		

Note 1. These services shall be provided in the same manner as currently being provided.

Note 2. Includes Mining Facilities, Geology and Engineering.

Note 3. Payroll services shall be performed by Existing Operator using its payroll company until such time as the Transferred Employees (as defined in the Purchase Agreement) are transferred to New Operator. Existing Operator will use commercially reasonable efforts to require its payroll company to provide New Operator and Existing Operator with the appropriate financial information needed to maintain its books and records.

Note 4. Includes Accounts Receivable Management and Collections, Accounts Payable Management, General Accounting and Cash Management.

SCHEDULE 2.6 RECLAMATION BONDS
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

NON-TRANSFERABLE BONDS

Bond Name	Date	Bond Amount	Surety	Seller Party
Reclamation Bond LX-119411 Colorado Division of Reclamation, Mining and Safety 112D Permit M-2012-032	1/30/2013	$277,078.00	Lexon Insurance Company	Star Mine Operations LLC
Road Permit Bond LPM9062867 Ouray County, Colorado Winter Road Use and Maintenance Bond	1/18/2012	$5,000.00	Lexon Insurance Company	Star Mine Operations LLC
NOI P-2011-030	11/29/2011	$19,830.00	Cash Bond	Silver Star Resources LLC
NOI P-2013-006	5/23/2013	$7720.00	Cash Bond	Star Mine Operations LLC

SCHEDULE 3.2(b)

Allocation of SSR's Shares

SSR, as a Participating Interest Holder, is entitled to receive 30,960,000 (the "SSR Shares") of the 32,000,000 shares of Parent Common Stock being issued to the Participating Interest Holders pursuant to Section 3.2(b) of this Agreement. SSR is held 50%-50% by James W. Williams, Jr. and Rory J. Williams. SSR has directed that 15,480,000 of the SSR Shares be issued and registered in the name of James W. Williams, Jr. and 15,480,000 of the SSR Shares be issued and registered in the name of Rory J. Williams, its owners; subject to the adjustments described below.

- Rory J. Williams owes approximately CAD $1,259,085.20 to James W. Williams, Jr. (the "RJW Debt"), which (at the CAD $0.40 price per share of the SSR Shares set forth in this Agreement) represents 3,147,713 of the SSR Shares.
- Rory J. Williams has directed that 3,147,713 of the SSR Shares otherwise issuable to him be instead issued and registered in the name of James W. Williams, Jr., in full repayment of all principal and interest on the RJW Debt, and James W. Williams, Jr. accepts such additional SSR Shares in full payment of the RJW Debt.
- After taking account of the transactions described in this **Schedule 3.2(b)**, the Buyer will issue the SSR Shares as set forth in Section 3.2(b)(i) and (ii).

SCHEDULE 4.3 GOVERNMENTAL CONSENTS REQUIRED
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

[redacted]

Contract Name	Date	Governmental Authority	Seller Party
[redacted]			

[redacted]

Permit Name	Date	Government Authority	Seller Party
[redacted]			

Governmental consents required to be obtained by the Sellers are redacted.

SCHEDULE 4.4 TANGIBLE PERSONAL PROPERTY
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

See Attached

Flotation Mill - per CH2M Hill @ 300 tpd

Crushing Circuit
Sandland 3' Shorthead Cone Crusher w/ 125 HP motor
Nordberg C-80 Jaw Crusher w/ 125 HP motor
Ludwicki 5' x 16' single deck vibrating screen
Associated Feeco conveyor belts, chutes, magnets and belt scales

Grinding Circuit
Vecor Ball Mill - 8' dia x 12' L w/ 400 HP GE VSD motor & Eaton drive
Krebs Hydrocyclone Bank
Knelson CD1C concentrator
Gemini 250 Gold Table
Associated Feeco conveyor belts and scales

Flotation Circuit
4 Banks - 3 Cell DR24 Flotation Cells w/ Spencer blowers
6 Banks - 2 Cell 15DR Flotation Cells w/ Spencer blowers
2ea - Eriez Column Flotation Cells
Zeroday reagent mixing tanks and pumps
Related tanks, pumps and piping
10 ton bridge service crane

Filters
2ea - Micronics 1500MM center feed plate and frame tailings press
2ea - Micronics 800MM center feed plate and frame concentrate press
1ea - Eimco disc concentrate filter
2ea - Concentrate bagging and scale stations
Related tanks, pumps and piping

Electrical
Eaton MV & LV switch gear
MGM MV & LV transformers
Wesco AB MCC controls
AmWest AB PLC processors
Dell processors w/ HMI automation
Associated pannels, intrumentation and controls

Underground

2ea - Greensburg 8 ton battery loci
2ea - 4 ton battery locis (Greensburg & Goodman)
3ea - Goodman Mancha 1.5 ton battery locis
Associated loci Battery Chargers
33ea - Granby muck cars
8ea - Flat cars
3ea - Alimak raise climbers w/ Alicabs
5ea - Eimco 12 B Mucker
2ea- Eimco Model 22 Mucker
8ea - Rocker dump muck car
2ea - Mantrip car
1ea - Powdercar
1ea - Gardner Denver 2 boom rail jumbo
1ea - Loboy car
1ea - Sandvik Hagby core rig
1 lot neumatic drills
1 lot slushers - neumatic/electric
1 lot ventilation fans and controls
1 lot electrical power centers and switches
1 lot ancillary underground equipment and tools

Surface Facilities

Mill office building w/ change room
Filter building with offices and change room
Compressor building w/3 IR compressors
Mechanics shop and warehouse
Switch Gear Electrical Building w/ IE HV switchgear
Transformer Substation w/ Cooper HV & MV transformers
Battery Building

Surface Equipment

3ea - IR compressors - 200, 250 and 300 HP
1 ea - Envirosafe 10,000 gal diesel storage tank
1 ea - CAT C32 Standby Generator 1250KW
1 ea - Gravel crusher and conveyor @ 25 tph
1ea - Vibratec portable diesel powered screen
2ea - CAT Excavator (320 & 325)
2ea - CAT IT38H wheeled loader

2ea - CAT 725 Articulated Truck
1ea - CAT 446 Backhoe
1ea - CAT D5 Dozer
2ea - CAT Skidsteer
1ea - CAT Telehandler
1ea - Shytrak Telehandler
1 ea - CAT Rolling Compactor
1ea - Robotic Shotcrete Machine

Transport Vehicles

1ea - 2013 Dodge 5500 4WD Flatbed
1ea - 2011 Yukon XL1500
1ea - 2009 Suburban 4WD
2ea - 2008 Ford F350 PU 4WD
1ea - 2008 Ford F250 PU 4WD
1ea - 2008 Ford F250 PU 4WD
1ea - 2008 Ford F150 PU 4WD
1ea - 2006 Suburban 4WD
1ea - 2005 Ford F350 PU 4WD
1ea - 1999 Suburban 4WD
1ea - 1997 Suburban 4WD
1ea - 1981 International 4WD Flatbed
2ea - Flatbed haul trailers

Warehouse 1900 Main Street, Ouray, CO

Office Furnishings - Desk, chairs, tables, filing cabinets, shelving, computers, telephones

Note: Some items listed above are subject to lease agreements, please refer to leasing schedules.

List of leased equipment used in the Revenue Mine Project:

Leased from Wagner Equipment Co./Caterpillar Financial Services Corporation-
Leasee is Star Mine Operations, LLC

Caterpillar TH5608 Telehandler
Catepillar C5 433D Vibratory Single Drum Soil Compactor
Caterpillar 725Articulated Truck
Caterpillar IT38H Small Wheel Loader
Caterpillar 725 Articulated Truck
Caterpillar 320CL Medium Hydraulic Excavator

Leased from Park Western Leasing-Leasee is Southwestern Production Corp:

Vecor 8 x 12 Ball mill with G.E. motor and base
Ingersoll Rand EPE250 air compressor
Sandvik DE 130 UG electric drill package
Ingersoll Rand EP2000 air compressor
Robotic shotcrete machine
Robotic arm mounted on Kubota MX5100 4WD carrier
Flameshield 10,000 gallon envirosafe fuel system
Nordberg C80 jaw crusher
Symons cone crusher
Vibrotech screen
Ludowici 5' x 16' horizontal screen
CAT generator C32
Skytrack Forklift
2008 Caterpillar IT38H tool carrier
2003 CAT D5N dozer
CAT skidsteer loader
CAT 446D 4 wheel drive backhoe

SCHEDULE 4.6(a) CONTRACTS
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

Contract Name	Date	Third Party	Seller Party
Stock Purchase Agreement Revenue-Virginius Mines Corporation	9/21/2011	RVM Holdings, LLC	James W. Williams, Jr. Rory James Williams
First Amendment and Ratification	6/11/2012		
Second Amendment	6/25/2012		
Addendum to Second Amendment	6/25/2012		
Third Amendment and Ratification	1/16/2014		
Addendum to Third Amendment	5/01/2014		
Deed of Trust	6/25/2012	RVM Holdings, LLC	James W. Williams, Jr. Rory James Williams
Mine Operating Agreement	7/09/2012	Star Mine Operations LLC	Silver Star Resources LLC Revenue-Virginius Mines Corporation Yankee Boy Resources, LLC Richard Frommer James D. Leake
First Amendment and Ratification	5/01/2013		
Mining Lease Nada and Lizard MS 2655 Recorded Reception No. 208074	6/26/2012	Ouray County, as Lessor	Silver Star Resources LLC, as Lessee
Mining Lease Nashville MS 2079, Banner MS 2078 Cumberland MS 2077, Atlas Ext. 5684 Unpatented Claims TMC 1-5	6/25/2007	The Mining Company, as Lessee	Revenue-Virginius Mines Corporation, as Lessor
Gravel Removal License Agreement	7/24/2012	Board of County Commissioners for Ouray County	Star Mine Operations LLC
Winter Road Maintenance Agreement	11/05/2013	Board of County Commissioners for Ouray County	Star Mine Operations LLC
Installment Sale Contract CAT Transaction Number 2082079	7/26/2013	Wagner Equipment Co.	Star Mine Operations LLC
Lease Finance Contract Lease No. 518401, 518402, 518403	5/15/2013	Park Western Leasing, Inc.	James W. Williams, Jr. Southwestern Production Corp. for benefit of Star Mine Operations LLC

Lease Finance Agreement BoomTruck – International	4/22/2014	Forest Classics, Ltd.	Star Mine Operations LLC
Lease Agreement Warehouse 1900 Main Street, Ouray, CO	5/01/2012	High Country Development Group LLC	Star Mine Operations LLC
Rental Agreement Parking Property 1900 Main Street, Ouray, CO	4/16/2014	Dick Jossi	Star Mine Operations LLC

SCHEDULE 4.6(c) CONSENTS REQUIRED
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

Contract Name	Date	Third Party	Seller Party
[redacted]			

Contractual consents required by the Sellers are redacted.

SCHEDULE 4.7 MATERIAL ADVERSE EFFECTS
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

NONE.

SCHEDULE 4.8 LITIGATION AND CLAIMS
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

[redacted]

[redacted]

Outstanding claims against the Sellers are redacted.

SCHEDULE 4.9 PERMITS
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

TRANSFERABLE PERMITS

Permit Name	Date	Government Authority	Seller Party
Revenue Mine Permit 112D M-2012-032 With Tech Revisions TR-1, TR-2	2/05/2012	State of Colorado Division of Reclamation, Mining and Safety	Star Mine Operations LLC
Wastewater Discharge Permit CO0000003 with Modification	8/01/2013 3/28/2014	Colorado Department of Public Health and Environment	Star Mine Operations LLC
Wastewater Discharge Permit COR040273	9/19/2012	Colorado Department of Public Health and Environment	Star Mine Operations LLC
Revenue Mine Pond Permit SPK-2012-00953	4/22/14	Department of the Army US Army Corps of Engineers	Silver Star Resources LLC

NON-TRANSFERABLE PERMITS – BUYER IS OBLIGATED TO OBTAIN EACH OF THESE PERMITS UNDER THE AGREEMENT.

Permit Name	Date	Government Authority	Seller
Federal Explosives License 5-CO-031-33-6L-00778	10/03/2013	US Department Justice Bureau of Alcohol, Firearms and Explosives	Star Mine Operations LLC
Notice of Intent to Conduct Prospecting Operations for Hard Rock/Metal Mines – P-2011-030	11/29/2011	State of Colorado Division of Reclamation, Mining and Safety	Silver Star Resources LLC
Notice of Intent to Conduct Prospecting Operations for Hard Rock/Metal Mines – P-2013-006	5/23/2013	State of Colorado Division of Reclamation, Mining and Safety	Star Mine Operations LLC

SCHEDULE 4.10 RELATED PARTY CONTRACTS
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

Contract Name	Date	Third Party	Seller Party
Stock Purchase Agreement	[redacted]	[redacted]	James W. Williams, Jr. Rory James Williams
[redacted]	[redacted]	[redacted]	James W. Williams, Jr. Rory James Williams
Mine Operating Agreement	7/09/2012	Star Mine Operations LLC	Silver Star Resources LLC Revenue-Virginius Mines Corporation Yankee Boy Resources, LLC Richard Frommer James D. Leake
First Amendment and Ratification	5/01/2013		

Certain information relating to the 2011 Stock Purchase Agreement is redacted.

SCHEDULE 4.13 ENVIRONMENTAL PERMITS
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

TRANSFERABLE PERMITS

Permit Name	Date	Government Authority	Seller Party
Revenue Mine Permit 112D M-2012-032 With Tech Revisions TR-1, TR-2	2/05/2012	State of Colorado Division of Reclamation, Mining and Safety	Star Mine Operations LLC
Wastewater Discharge Permit CO000003 with Modification	8/01/2013 3/28/2014	Colorado Department of Public Health and Environment	Star Mine Operations LLC
Wastewater Discharge Permit COR040273	9/19/2012	Colorado Department of Public Health and Environment	Star Mine Operations LLC
Revenue Mine Pond Permit SPK-2012-00953	4/22/14	Department of the Army US Army Corps of Engineers	Silver Star Resources LLC

NON-TRANSFERABLE PERMITS

Permit Name	Date	Government Authority	Seller
Notice of Intent to Conduct Prospecting Operations for Hard Rock/Metal Mines – P-2011-030	11/29/2011	State of Colorado Division of Reclamation, Mining and Safety	Silver Star Resources LLC
Notice of Intent to Conduct Prospecting Operations for Hard Rock/Metal Mines – P-2013-006	5/23/2013	State of Colorado Division of Reclamation, Mining and Safely	Star Mine Operations LLC

SCHEDULE 4.14(a) EMPLOYEES
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

EMPLOYEE ID	NAME	FILE AS	STATUS	Classification	Start Date	LABOR RATE	NAME	ADDL COMPENSATION	DEPARTMENT NAME	TITLE
[redacted]	[redacted]	[redacted]	Full Time	Non-Exempt	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
			Full Time	Non-Exempt						
			Full Time	Exempt						
			Full Time	Non-Exempt						
			Full Time	Non-Exempt						
			Full Time	Non-Exempt						
			Full Time	Non-Exempt						
			Full Time	Non-Exempt						
			Full Time	Non-Exempt						
			Full Time	Non-Exempt						
			Full Time	Exempt						
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			Full Time	Exempt						
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			Full Time	Non-Exempt						
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			Full Time	Non-Exempt						
			Full Time	Non-Exempt						
			Full Time	Non-Exempt						
			Full Time	Non-Exempt						
			Full Time	Non-Exempt						
			Full Time	Non-

SCHEDULE 4.14(e) EMPLOYEE CLAIMS
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

[redacted]

Information with respect to claims by employees of Star Mine Operations, LLC is redacted.

SCHEDULE 4.17 EXCEPTIONS TO SUFFIECENCY OF PURCHASED ASSETS
TO
PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT
Dated May 1, 2014

NONE.

SCHEDULE 5.3 BUYER PERMITS

TO

PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

Dated May 1, 2014