FIRST AMENDMENT TO PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT, AND MINE MANAGEMENT AGREEMENT

This **FIRST AMENDMENT TO PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT and MINE MANAGEMENT AGREEMENT** (" First Amendment") is executed effective as of July 31, 2014 ("Effective Date"), by and between Revenue-Virginius Mines Corporation, a Colorado corporation ("RVM"), whose address is 1675 Larimer Street, Suite, 820, Denver, Colorado 80202, Silver Star Resources, LLC, a Colorado limited liability company ("SSR"), whose address is 1675 Larimer Street, Suite 820, Denver, Colorado 80202, Star Mine Operations, LLC, a Colorado limited liability company ("Star" and together with RVM and SSR, the "Sellers"), whose address is 1675 Larimer Street, Suite 820, Denver, Colorado 80202, Yankee Boy Resources, LLC, a Colorado limited liability company ("YBR"), whose address is 9 Polo Field Land, Denver, Colorado 80209, Richard Frommer, an individual ("Frommer"), whose address is 61 Fairway Lane, Littleton, Colorado 80123, James D. Leake, an individual ("Leake"), whose address is 1675 Larimer Street, Suite 820, Denver, Colorado 80202 (together with SSR and RVM, the "Participating Interest Holders"), and Fortune Revenue Silver Mines, Inc., a Colorado corporation ("Buyer") and Fortune Minerals Limited, an Ontario corporation ("Parent"), both whose address is c/o Fortune Minerals Limited, 148 Fullarton Street, Suite 1600, London, Ontario, Canada N6A 5P3 (collectively, the "Parties").

RECITALS

A. The Parties entered into that certain Participating Interest and Asset Purchase Agreement dated effective May 1, 2014 ("Purchase Agreement") and Star and Buyer entered into that certain Mine Management Agreement ("Mine Management Agreement") dated effective the same date. Capitalized terms used herein and not otherwise defined have the meanings given in the Purchase Agreement or the Mine Management Agreement, as applicable.

B. Pursuant to Purchase Agreement, Buyer purchased a twelve percent (12%) Participating Interest in the Purchased Assets as provided in the Purchase Agreement and has the right to acquire all the Purchased Assets on or before the Asset Closing Termination Date of July 31, 2014.

C. The Parties desire to make certain amendments to the Purchase Agreement and Mine Management Agreement to allow Buyer additional time to finalize funding for the transaction by changing the Asset Termination Closing Date to September 2, 2014 and to continue to operate the Mine and the Business as Operator during the Interim Period, as provided in the Purchase Agreement and the Mine Management Agreement.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, each of the undersigned agrees as follows:

AGREEMENT

The terms of the Purchase Agreement are hereby amended as follows:

1. Article 2.4(a): The Working Capital Funds shall be revised from $4,000,000 to $5,500,000 and Buyer shall be under no obligation to spend more than $5,500,000 net of revenues from the Mine to fund the operations of the Mine during the Interim Period.

2. Article 2.5: The last sentence of the first paragraph of Article 2.5 shall be revised to read:

   " In the event that the Agreement is terminated other than by reason of a material breach of this Agreement by Buyer, the Parties agree that the following terms and conditions shall apply:"

3. Article 12.1(b)(ii): The Asset Purchase Drop Dead Date shall be revised from August 31, 2014 to September 2, 2014.

4. Article 12.1(b): Buyer will have a right to terminate the Purchase Agreement in the event that its aggregate expenditures on the operations of the Mine net of revenues from the Mine have reached or exceeded $5,500,000 and it has determined not to spend additional funds in respect of such operations; provided, however, that notwithstanding any such termination, Buyer will be responsible for any expenditures relating to Mine operations committed to during the Interim Period at or prior to the date of termination.

5. Article 12.1(c)(i): The Asset Closing Termination Date shall be revised from July 31, 2014 to September 2, 2014.

6. Exhibit E. Security Agreement, Article 1.(d): Correct the typographical error of $30,000,000 in line three to the correct amount of $34,500,000 and revise the reference to installment payments of $2,500,000 per fiscal quarter to installment payments of $2,500,000 or $1,500,000 per fiscal quaerter in accordance with Article 3.3(b) of the Purchase Agreement.

The terms of the Mine Management Agreement are hereby amended as follows:

7. Article 1.1: The date July 31, 2014 shall be revised to September 2, 2014 where it appears in this paragraph and wherever it may appear in the Mine Management Agreement.

8. Article 1.1 and Article 1.2: During the period from August 1, 2014 until termination of the Mine Management Agreement, New Operator shall pay to Existing Operator a flat fee of $4,000 per business day as consideration for the Services to be provided by Existing operator or its Affiliates; provided, however, that the payment of such fees is subject to the limitation on New operator's funding obligations under the Purchase Agreement.

9. Ratification. The Parties hereby ratify and confirm the Purchase Agreement and Mine Management Agreement, as amended, and hereby confirm that all of the other terms and

conditions of the Purchase Agreement and Mine Management Agreement not specifically modified by this First Amendment shall remain unchanged and in full force and effect.

10. Counterparts. This First Amendment may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the Parties. Each signed copy shall be an original, but all of them together shall represent the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this First Amendment to the Purchase Agreement and Mine Management Agreement is executed as of the Effective Date.

FORTUNE REVENUE SILVER MINES, INC.

"Robin E. Goad"

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Robin E. Goad, President

FORTUNE MINERALS LIMITED

"Robin E. Goad"

____

Robin E. Goad, President

STAR MINE OPERATIONS, LLC

"James W. Williams"

____

James W. Williams, Jr., Manager

SILVER STAR RESOURCES, LLC

"James W. Williams"

____

James W. Williams, Jr., Owner and Manager

"Rory James Williams"

____

Rory James Williams, Owner

REVENUE-VIRGINIUS MINES CORPORATION

"Rory James Williams"

____

Rory James Williams, shareholder

"Rory James Williams"

____

James W. Williams, Jr., shareholder

"John A. Bettridge"

____

John A. Bettridge, shareholder

"James D. Leake"

James D. Leake, shareholder

"Richard Frommer"

Richard Frommer, shareholder

YANKEE BOY RESOURCES, LLC

"John A. Bettridge"

John A. Bettridge, Manager

RICHARD FROMMER

"Richard Frommer"

Richard Frommer

JAMES D. LEAKE

"James D. Leake"

James D. Leake