

AMENDING AGREEMENT

THIS AGREEMENT MADE AS OF THE 3rd day of September, 2013 (the “**Agreement**”).

BETWEEN:

FLEMISH GOLD CORP.

a corporation existing under the federal laws of Canada

(“**Flemish**”)

- and –

8403015 CANADA INC.

a corporation existing under the federal laws of Canada

(“**Subco**”)

- and –

MANICOUAGAN MINERALS INC.

a corporation existing under the federal laws of Canada

(“**Manicouagan**”)

WHEREAS:

- A. Flemish, Subco and Manicouagan entered into a merger agreement dated January 16, 2013, as amended on July 30, 2013 (collectively, the “**Original Agreement**”);
- B. Flemish, Subco and Manicouagan wish to amend the Original Agreement on the terms and conditions contained herein and have entered into this Agreement to provide for the foregoing.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1 Representations And Warranties

1.1 Each party represents and warrants to the other that it has good and sufficient right and authority to enter into this Agreement and carry out its obligations under this Agreement on the terms and conditions set forth herein.

2 Amendments

2.1 The Original Agreement shall be amended by deleting the references to “April 11, 2013” in each of Sections 2(c) and 19(c) therein, and replacing them with references to “December 31, 2013”.

2.2. Save and except as amended herein, the Original Agreement remains in full force and effect in accordance with its terms and conditions.

2.3 All defined terms not otherwise defined herein shall have the meanings ascribed to them in the Original Agreement.

3 General

3.1 Time shall be of the essence of this Agreement.

3.2 This Agreement constitutes the entire agreement between the parties hereto in respect of the matters referred to herein.

3.3 No amendment or interpretation of this Agreement shall be binding upon the parties hereto unless such amendment or interpretation is in written form executed by all of the parties to this Agreement.

3.4 Any notice or other communication of any kind whatsoever to be given under this Agreement shall be provided in accordance with the Original Agreement.

3.5 This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any conflict of laws, rule or principle which might refer such interpretation to the laws of another jurisdiction). Each party irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto.

3.6 This Agreement may be signed by fax or other electronic means of transmitting documents and in counterpart.

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

FLEMISH GOLD CORP.

By: 

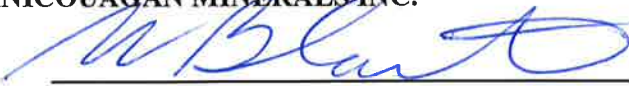
Authorized Signatory

8403015 CANADA INC.

By: 

Authorized Signatory

MANICOUAGAN MINERALS INC.

By: 

Authorized Signatory