THIRD AMENDMENT TO OPTION & INVESTMENT AGREEMENT

This Amending Agreement dated as of the 24th day of July, 2013

AMONG:

SINOMINE INTERNATIONAL EXPLORATION (HONG KONG) CO. LIMITED, having an address at Room 2701, 27th Floor, Tesbury Centre, 28 Queen's Road East, Wan Chai, Hong Kong

("**Sinomine**")

AND:

ARIAN RESOURCES CORP., a company incorporated pursuant to the laws of the Province of British Columbia and having an address at 800-1199 West Hastings Street, Vancouver, B.C., V6E 3T5

("**Arian**")

AND:

JAB RESOURCES SHPK, a company incorporated pursuant to the laws of the Republic of Albania and having an address having an address at 800-1199 West Hastings Street, Vancouver, B.C., V6E 3T5

("**JAB**")

WHEREAS:

A. The parties entered into an Option and Investment Agreement (the "**Option Agreement**") dated as of April 11, 2013 with respect to the Kacinar Gold Property;

B. The parties made an amendment to the Option Agreement on April 26, 2013 regarding Exchange shareholder approval requirements (the "**First Amending Agreement**");

C. The parties made a second amendment to the Option Agreement on May 24, 2013 regarding an extension to the deadline of its Due Diligence investigation to July 31, 2013 (the "**Second Amending Agreement**");

D. The parties have mutually agreed to further amend the Option Agreement to extend the deadline of its Due Diligence investigation to September 30, 2013, all as provided in this amendment to the Option Agreement (the "**Third Amending Agreement**"); and

E. This Third Amending Agreement shall be attached to and made a part of the Option Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Option Agreement.

1.2 Headings

The headings in this Third Amending Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof.

ARTICLE 2
AMENDMENTS

2.1 Amendments

(a) Section 8.3 of the Option Agreement be deleted and replaced with the following:

> "Sinomine agrees to complete the Due Diligence on or before September 30, 2013, and if, on or before such deadline, Sinomine notifies Arian that:
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> (a) it elects to proceed, then Sinomine shall complete the transactions contemplated in this Agreement and in particular the Parties will complete the Securities Purchase within ten (10) Business Days of such notice, or such earlier date as the Parties, acting in good faith, agree (the "**Completion Date**"); or
>
> (b) it elects not to proceed or fails to provide any notification to Arian, then the transactions contemplated in this Agreement shall not be completed. In the circumstances detailed in this Subsection 8.3(b), neither Party will have any further obligation to the other Party with respect to this Agreement save pursuant to Article 15."

ARTICLE 3
MISCELLANEOUS

3.1 Assignment

No parties to this Third Amending Agreement may assign any of their respective rights under this Third Amending Agreement without the prior consent of each of the other parties. Nothing expressed or referred to in this Third Amending Agreement will be construed to give any Person other than the parties to this Third Amending Agreement any legal or equitable right, remedy, or claim under or with respect to this Third Amending Agreement or any provision of this Third Amending Agreement. This Third Amending Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Third Amending Agreement and their successors and assigns, as applicable.

3.2 Amendments and Waivers

Except as otherwise expressly provided herein, any term of this Third Amending Agreement may be amended and the observance of any term of this Third Amending Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) if, but only if, such amendment or waiver is in writing and is 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.

3.3 Governing Law; Venue

This Third Amending Agreement, the legal relations between the parties and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia and the federal laws of Canada applicable therein without regard to applicable choice of law provisions thereof.

3.4 Severability

If any provision of this Third Amending Agreement is held to be unenforceable, that provision is to be either modified to the minimum extent necessary to make it enforceable (if permitted by law) or disregarded (if not). If an unenforceable provision is modified or disregarded in accordance with this Section 3.4, the rest of the Third Amending Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

3.5 Independent Legal Advice

Each of the Parties acknowledges that it has had independent legal advice regarding the execution of this Third Amending Agreement, or has been advised of its respective right to obtain independent legal advice, and if it has not in fact obtained independent legal advice, such Party acknowledges herewith that it understands the contents of this Third Amending Agreement and that it is executing the same voluntarily and without pressure from the other parties or anyone on their behalf.

3.6 Entire Agreement

Except as amended hereby, the Option Agreement continues in full force and effect and the Option Agreement, the First Amending Agreement, the Second Amending Agreement and this Third Amending Agreement will be read and construed as one agreement (collectively, the "**Amended Agreement**"). The Amended Agreement, including any Schedules attached thereto, contains the entire understanding of the parties hereto with respect to the subject matter hereof. The Amended Agreement supersedes all prior agreements and undertakings between the parties with respect to such subject matter.

3.7 Further Assurances

Each Party, upon the request of any other Party hereto, whether before or after the Completion Date, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete the transactions contemplated in the Amended Agreement.

3.8 Regulatory Approval

This Third Amending Agreement is subject to regulatory approval, including, without limitation, approval of the Exchange.

3.9 Enurement

This Third Amending Agreement and each of the terms and provisions hereof will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

3.10 Time

Time is of the essence of this Third Amending Agreement.

3.11 Public Announcement; Disclosure

None of the parties shall make any public announcement concerning this Third Amending Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between the parties relating to the matters contemplated herein without the prior consent of the other party, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by law or any rules of a stock exchange or similar organization to which it is bound.

3.12 Counterparts and Facsimile Transmission

This Third Amending Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument and delivery of an executed copy of this Third Amending Agreement by electronic transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Third Amending Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amending Agreement as of the date first above written.

ARIAN RESOURCES CORP.

Per: *"Zahir Dhanani"*
Name: Zahir Dhanani
Title: President & CEO

SINOMINE INTERNATIONAL EXPLORATION (HONG KONG) HOLDING CO. LIMITED

Per: *"Wang Pingwei"*
Name: Wang Pingwei
Title: President & CEO

JAB RESOURCES SHPK

Per: *"Robert Naso"*
Name: Robert Naso
Title: Administrator