Agreement to Amend Option Agreement
For Caribou Dome Property

BETWEEN:

C-D DEVELOPMENT CORPORATION, a company organized under the laws of Alaska and having its principal office at 2020 Lake Otis Parkway, Anchorage, Alaska, U.S.A., 99508-3283

(the "**Optionor**")

AND:

1618254 ONTARIO LIMITED, a company organized under the laws of Ontario and having its registered office at 788 Wingate Drive, Ottawa, Ontario, Canada K1G 1S3

(the "**Optionee**")

WHEREAS the Optionor is the recorded and beneficial owner of an undivided 100% interest in certain mining claims (the "Property") known as the Caribou and Copper claims located in the Talkeetna district of the State of Alaska;

AND WHEREAS the Optionor and the Optionee entered into an agreement (the "Option Agreement") effective May 21, 2008, whereby the Optionor granted to the Optionee the sole and exclusive right to explore for minerals situated on, in or under the Property and to acquire all of the Optionor's right, title and interest in and to the Property, free and clear of all Encumbrances subject to terms for fully described therein;

NOW THEREFORE WITNESETH that in consideration of the payment of money described hereunder, the parties hereto agree to amend the Option Agreement as follows:

1. All terms not defined within this Option Amendment shall have the meaning ascribed to them in the Option Agreement.

2. The parties hereto agree that §1.1 (b) of the Option Agreement shall be deleted and replaced by the following:

   "**Effective Date**" means the date upon which the acquisition of the Optionee by YOW Capital Corporation ("YOW") and YOW's contemporaneous offering by way of prospectus for CDN$1,200,000 are completed;"

3. The parties hereto agree that §15.1 of the Option Agreement shall be deleted and replaced by the following:

   "If the Effective Date has not occurred by September 30, 2009 (the "**Option Lapse Date**"), then this Agreement will terminate without liability to either party. Any payment made by the Optionee before the Effective Date shall be non-refundable. Notwithstanding the foregoing, in the event the Optionee has made the payment on account of the Option Price provided for in §4.3(a) at any time before the Option Lapse Date, the Option Lapse Date shall be extended by a period of sixty (60) days."

4. The Optionee agrees to perform and file by August 30, 2009, no less than the minimum assessment work credits on the Original Property required to keep the Original Property in good standing.

5. 1618524 agrees it will not commence drilling before the payment in §4.3 (a) has been made to the Optionor.

6. In return for agreeing to the amendments herein, the Optionee agrees to pay an amendment fee to the Optionor in the amount of $15,000, the receipt of which is hereby acknowledged by the Optionor.

7. This amendment shall form part of the Option Agreement. All other terms and conditions of the Option Agreement remain unchanged.

The parties hereto agree to the above terms and conditions effective this 29th day of May, 2009.

C-D DEVELOPMENT CORPORATION	**1618254 ONTARIO LIMITED**
Per *Leo Mark Anthony (signed)* **Leo Mark Anthony, President**	Per: *James Ian Creighton (signed)* **James Ian Creighton, President**