AMENDMENT AGREEMENT

THIS AGREEMENT made effective on October 8th, 2013 (the **"Effective Date"**).

BETWEEN:

> **<u>MINERAL MOUNTAIN RESOURCES LTD.</u>**, a company having an office at 401 — 1195 West Broadway, Vancouver, British Columbia, V6H 3X5
>
> (the **"Optionee")**

AND:

> **<u>HOLY TERROR MINING COMPANY</u>**, a company having an office at 334 Klondike Road, Buffalo, Wyoming 82834
>
> (the **"Optionor")**

WHEREAS:

A. The parties hereto entered into an option agreement dated May 30, 2012 (the **"Option Agreement"**); and

B. The parties have agreed to amend the Option Agreement on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, the capitalized terms used herein have the meaning ascribed to them in the Option Agreement.

2. AMENDMENT TO SECTION 3.1(a)(iii). Section 3.l(a)(iii) is deleted and replaced with the following:

> "incur an aggregate of $7,500,000 in Expenditures in respect of the Property on or before the tenth anniversary date of the Effective Date (the **"Tenth Anniversary Date"**)."

3. AMENDMENT TO SECTION 3.1(b). Section 3.1(b) is deleted and replaced with the following:

> "In order to exercise its option to acquire an additional 15% interest in and to the Property (the **"Second Option"**), for a 75% interest in aggregate, the Optionee shall incur additional Expenditures of $12,500,000 on or before the Tenth Anniversary Date."

4. AMENDMENT TO SECTION 10.3. Section 10.3 is deleted and replaced with the following:

> "Following the exercise of the First Option, provided that the Optionee has elected not to proceed with or abandon the Second Option in accordance with section 3.1(c), the Optionee and the Optionor will immediately form a joint venture (the **"Joint Venture"**) on a 60/40 basis. In the event that the Second Option is exercised, the Optionee and the Optionor will immediately form the Joint Venture on a 75/25 basis."

5. ADDITIONAL TERMS. The following provision is added to the Option Agreement as Section 3.1(c):

> "Upon exercise of the First Option, the Optionee shall have 30 days to notify the Optionor in writing whether it intends to proceed with the Second Option. If the Optionee fails to deliver such notice with such time period, it shall be deemed to have elected to proceed with the Second Option. At any time, the Optionee may elect to abandon the Second Option by delivering written notice thereof to the Optionee."

6. ADDITIONAL TERMS. The following provision is added to the Option Agreement as Section 12.2:

> "Upon termination of the Option for any reason other than through the exercise thereof, such as a termination which may arise from the Optionee being in default of any covenant or obligation under the Agreement for which the Optionee has not taken reasonable steps to cure within 45 days after the Optionor has provided notice of such default pursuant to Section 16 to the Optionee indicating the nature of such default (a "**Termination Event**"), legal and beneficial title to the Acquired Property known as the "Bullion Group" acquired by the Optionee in the Area of Interest and comprised of 10 patented and 10 unpatented mining claims covering a total of approximately 189.8 acres [all as more particularly set forth and described in Appendix A hereto] (the **"Bullion Property"**), and legal and beneficial title to the Property (for greater certainty, the "Holy Terror Property**"**, all as more particularly set forth and described in Schedule A to the Agreement) will be transferred to the Optionor. In order to effect such transfer, the Optionee shall cause its US subsidiary to, no later than November 30, 2013, or such later date as may be mutually agreed to by the parties, execute and deliver to the Optionor a warranty deed (the **"Warranty Deed"**), in a form acceptable to the parties acting reasonably, which the Optionor shall hold in escrow until the occurrence of a Termination Event. Upon the occurrence of a Termination Event, the Warranty Deed shall be released from escrow and the Optionor shall be permitted to file with the appropriate registry, in its sole discretion, the Warranty Deed to evidence the transfer of any legal and beneficial title of the Bullion Property and the Holy Terror Property to the Optionor. Should the First Option be exercised, the Optionor shall forthwith return the Warranty Deed to the Optionee."

7. GENERAL. Except as expressly amended by this Agreement, the parties ratify and confirm the terms and conditions of the Option Agreement.

8. GOVERNING LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of South Dakota.

9. SEVERABILITY. If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted.

10. AMENDMENTS. No amendment to this Agreement shall be valid unless it is evidenced by a written agreement executed by all of the parties.

11. COUNTERPARTS. This Agreement may be signed by fax, PDF or other electronic means and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

MINERAL MOUNTAIN RESOURCES LTD.

Per: /S/ "*Nelson Baker"*
Authorized Signatory

Per: */S/ "Marshall Bertram"*
Authorized Signatory

HOLY TERROR MINING COMPANY

Per: */S/ "Jack Marton"*
Authorized Signatory

APENDIX “A”

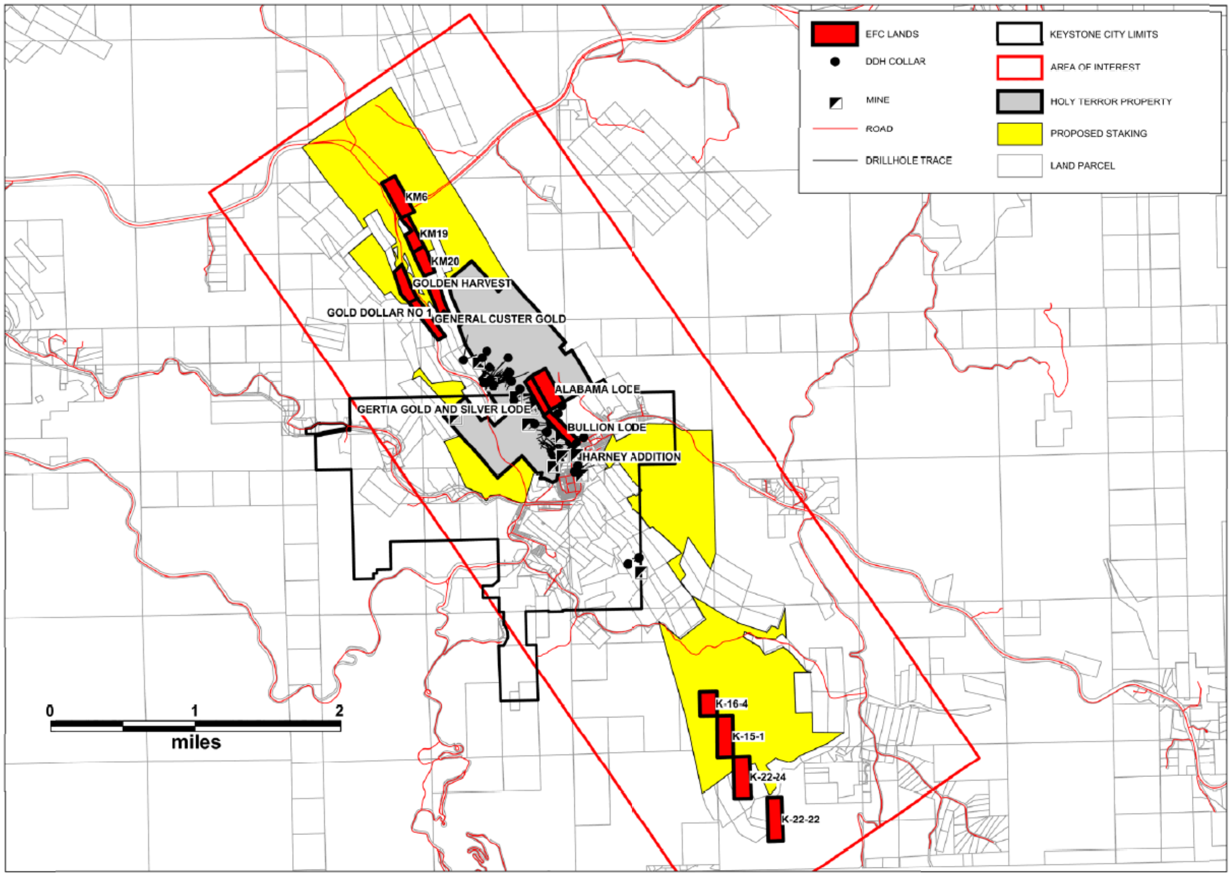
DESCRIPTION OF PROPERTIES

UNPATENTED MINING CLAIMS

Serial No.	Claim Name/Number	Lead Serial No.	Disposition
MMC5215	GOLD DOLLAR NO 1	MMC5208	ACTIVE
MMC5220	GOLDEN HARVEST AMEND	MMC5208	ACTIVE
MMC5221	GENERAL CUSTER GOLD	MMC5208	ACTIVE
MMC96549	K-16-4	MMC96545	ACTIVE
MMC96566	K-22-22	MMC96545	ACTIVE
MMC96568	K-22-24	MMC96545	ACTIVE
MMC96580	K-15-1	MMC96545	ACTIVE
MMC96593	K M 6	MMC96588	ACTIVE
MMC96606	K M 19	MMC96588	ACTIVE
MMC96607	K M 20	MMC96588	ACTIVE

PATENTED MINING CLAIMS

Object ID	Legal40	Township	Range	Section
57449	PT ALABAMA LODE #1944	2.000000000 S	6.000000000 E	5.000000000
57647	PT ALABAMA LODE	2.000000000 S	6.000000000 E	5.000000000
58291	PT GERTIA GOLD & SILVER LODE, MS #2136 LOCATED WITHIN KEYSTONE CITY LIMITS	2.000000000 S	6.000000000 E	5.000000000
58309	PT BULLION LODE (ALSO IN SECTION 4)	2.000000000 S	6.000000000 E	5.000000000
58403	PT BULLION LODE (ALSO IN SECTION 4)	2.000000000 S	6.000000000 E	5.000000000
58412	PT BULLION LODE (ALSO IN SECTION 4)	2.000000000 S	6.000000000 E	5.000000000
58781	PT GERTIA GOLD & SILVER LODE	2.000000000 S	6.000000000 E	5.000000000
58828	PT OF	2.000000000 S	6.000000000 E	5.000000000
58857	PT BULLION LODE (ALSO IN SECTION 4)	2.000000000 S	6.000000000 E	5.000000000
76092	LOT 1	2.000000000 S	6.000000000 E	4.000000000


EFC LANDS
DDH COLLAR
MINE
ROAD
DRILLHOLE TRACE
KEYSTONE CITY LIMITS
AREA OF INTEREST
HOLY TERROR PROPERTY
PROPOSED STAKING
LAND PARCEL
KM6
KM19
KM20
GOLDEN HARVEST
GOLD DOLLAR NO 1
GENERAL CUSTER GOLD
ALABAMA LODE
GERTIA GOLD AND SILVER LODE
BULLION LODE
HARNEY ADDITION
K-16-4
K-15-1
K-22-24
K-22-22
0
1
2
miles