

AMENDING AGREEMENT TO OPTION AGREEMENT

TOP Property, Yukon

THIS AMENDING AGREEMENT (“**Amending Agreement**”) is made and entered into as of the 16th day of October, 2015 between **YES EXPLORATION SYNDICATE INC.** (the “**Optionor**”), a British Columbia corporation, having an office at 418 East 14th Street, North Vancouver, BC, V7L 2N8, and **CWN MINING ACQUISITION CORP.** (the “**Optionee**”), a British Columbia corporation, having an office at Suite 368 - 1199 West Pender St, Vancouver, BC, V6E 2R1.

WHEREAS the Optionor and the Optionee have entered into an option agreement dated October 31, 2014 (the “**Option Agreement**”) pursuant to which the Optionor has granted the Optionee an option to acquire an undivided 100% interest in and to the TOP Property situated in the Whitehorse Mining District, Yukon, Canada, and generally known as the “TOP Project”;

AND WHEREAS pursuant to s.4.2(iii) of the Option Agreement, Exploration Expenses totalling \$300,000 are owed by the Optionee to the Optionor by no later than 4:30 p.m. on the first anniversary of the Effective Date;

AND WHEREAS in accordance with s.16.2 and s.16.3 of the Option Agreement, the Optionor and the Optionee desire to amend the Option Agreement as set out herein;

AND WHEREAS capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Option Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Exploration Expenses Payment Date. The Option Agreement is hereby amended by deleting s.4.2(iii) of the Option Agreement and replacing such section with the following:

“financing Exploration Expenses totalling \$35,417 (comprised of \$24,570, representing the amount required to keep all claims for the TOP Property in good standing, and \$10,847, representing expenses incurred for work completed on the TOP Property to date) by October 23, 2015, and financing Exploration Expenses totalling a minimum of \$264,583 by the second year anniversary of the Effective Date. Work program budgets in the remaining years of the Option will be at the discretion of the Optionee, with the Optionor remaining Operator in accordance with the terms of section 6 until the Option has been exercised or terminated. In furtherance of the foregoing, the Optionor shall use all reasonable commercial efforts to provide the work program budget for 2016 (together with any background information and documentation in support thereof as requested by the Optionee) by March 31, 2016 and upon compliance thereof by the Optionor, the Optionee shall use all reasonable commercial efforts to promptly review and assess such work program budget with a target approval date of May 31, 2016 for such work program budget.”

2. Authority. Each of the parties hereto represents to the other that: (i) it has the power and authority to execute, deliver and perform this Amending Agreement, (ii) the execution, delivery and performance of this Amending Agreement by it has been duly authorized by all necessary corporate action and no such further action is required, (iii) it has duly and validly executed and delivered this Amending Agreement, and (iv) this Amending Agreement is a legal, valid and binding obligation, enforceable against it in accordance with the terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.
3. Part of Option Agreement. This Amending Agreement shall be deemed to form part of the Option Agreement, and the remaining terms contained in the Option Agreement not addressed hereby, including, for greater certainty, terms regarding cash payment dates, common share payment dates and Advance Royalty Payment dates, shall continue in full force and effect without modification hereby.
4. Governing Law. This Amending Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia irrespective of the choice of laws principles.
5. Counterparts. This Amending Agreement may be executed in any number of counterparts and delivered by fax or email, and each of such counterparts when so executed and delivered shall be deemed to be an original, (and each signed copy sent by electronic facsimile transmission shall be deemed to be an original) and all such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF the Optionor and the Optionee have executed this Amending Agreement as of the day first set forth above.

YES EXPLORATION SYNDICATE INC.

Per: DA Simon
Authorized Signatory

CWN MINING ACQUISITION CORP.

Per: 
Authorized Signatory