SECOND AMENDING AGREEMENT

This Second Amending Agreement is dated for reference July 23, 2015.

APAC Resources Inc. (the "Optionee")
Suite 200 – 551 Howe Street, Vancouver, BC V6C 2C2

and

John A. Chapman
43 – 1725 Southmere Cres.
Surrey, BC
V4A 7A7

KGE Management Ltd.
1740 Orchard Way
West Vancouver, BC
V7V 4E8

Michael Blady
809 – 66 West Cordova Street
Vancouver, BC
V6B 0L2

Christopher Paul
409 – 630 Clarke Road
Coquitlam, BC
V3J 3X8

(collectively, the "Optionor")

We refer to that certain amended and restated option agreement dated February 18, 2015, as amended June 3, 2015, made between the Optionee and the Optionor (collectively, the "Option Agreement") and to our mutual agreement to amend the Option Agreement as hereinafter provided.

For valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Optionee and the Optionor hereby agree as follows:

1. The Option Agreement be amended by deleting "**Listing refers to the date of Listing of Optionee on a Canadian Stock Exchange, but, in any event, no later than July 31, 2015.*" stipulated under the heading "Exploration Requirements and Payments of Cash and Shares" and replacing it with the following:

> "**Listing refers to the date of Listing of Optionee on a Canadian Stock Exchange, but, in any event, by no later than November 15, 2015.*"

3. The foregoing amendment to the Option Agreement shall be deemed to be effective as of and from July 23, 2015.

4. Any terms and expressions used herein but not expressly defined herein shall have the same meanings as set out in the Option Agreement.

5. In all other respects the Option Agreement remains in full force and effect as of the date hereof save as amended hereby.

6. This Second Amending Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument. Delivery of an executed copy of this Second Amending Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Second Amending Agreement as of the date first set forth above.

IN WITNESS WHEREOF the parties have executed this Second Amendment Agreement as of the day, month and year first above written.

THE COMMON SEAL of **APAC RESOURCES INC.** was hereto affixed in the presence of:))))) c/s))

Authorized Signatory

John A. Chapman

KGE Management Ltd.

Per:

Gerald G. Carlson, President

Michael Blady

Christopher Paul