

THIRD AMENDMENT TO PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT

This **THIRD AMENDMENT TO PARTICIPATING INTEREST AND ASSET PURCHASE AGREEMENT** (“Third Amendment”) is executed effective as of September 26, 2014 (“Effective Date”), by and between Revenue-Virginus Mines Corporation, a Colorado corporation (“RVM”), whose address is 1675 Larimer Street, Suite, 820, Denver, Colorado 80202, Silver Star Resources, LLC, a Colorado limited liability company (“SSR”), whose address is 1675 Larimer Street, Suite 820, Denver, Colorado 80202, Star Mine Operations, LLC, a Colorado limited liability company (“Star” and together with RVM and SSR, the “Sellers”), whose address is 1675 Larimer Street, Suite 820, Denver, Colorado 80202, Yankee Boy Resources, LLC, a Colorado limited liability company (“YBR”), whose address is 9 Polo Field Land, Denver, Colorado 80209, Richard Frommer, an individual (“Frommer”), whose address is 61 Fairway Lane, Littleton, Colorado 80123, James D. Leake, an individual (“Leake”), whose address is 1675 Larimer Street, Suite 820, Denver, Colorado 80202 (together with SSR and RVM, the “Participating Interest Holders”), and Fortune Revenue Silver Mines, Inc., a Colorado corporation (“Buyer”) and Fortune Minerals Limited, an Ontario corporation (“Parent”), both whose address is c/o Fortune Minerals Limited, 148 Fullarton Street, Suite 1600, London, Ontario, Canada N6A 5P3 (collectively, the “Parties”).

RECITALS

A. The Parties entered into that certain Participating Interest and Asset Purchase Agreement dated effective May 1, 2014 (“Initial Purchase Agreement”) and Star and Buyer entered into that certain Mine Management Agreement (“Mine Management Agreement”) dated effective the same date.

B. The Parties entered into that certain First Amendment to Participating Interest and Asset Purchase Agreement and Mine Management Agreement dated effective July 31, 2014 (“First Amendment”) and that certain Second Amendment to Participating Interest and Asset Purchase Agreement and Mine Management Agreement dated effective August 19, 2014 (“Second Amendment”, which collectively with the Initial Purchase Agreement and the First Amendment is referred to herein as the “Purchase Agreement”). Capitalized terms used herein and not otherwise defined have the meanings given in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Buyer purchased a twelve percent (12%) Participating Interest in the Purchased Assets as provided in the Purchase Agreement and has the right to acquire all the Purchased Assets on or before the Asset Closing Termination Date of October 1, 2014.

D. The Parties desire to make certain amendments to the Purchase Agreement to allow Buyer to finalize funding for the transaction.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, each of the undersigned agrees as follows:

AGREEMENT

The terms of the Purchase Agreement are hereby amended as follows:

1. Article 1: the definition "Promissory Note" and all references in the Purchase Agreement to the Promissory Note are hereby deleted.
2. Article 1: the definition "Security Agreement" and all references in the Purchase Agreement to the Security Agreement are hereby deleted.
3. Section 3.3 (b): Section 3.3(b) is hereby deleted and replaced with the following:

"(b) Cash in the amount of \$3,000,000, payable on or before October 16, 2014, in US funds by wire transfer to accounts and in the amounts designated by SSR, as agent for and on behalf of Sellers and Participating Interest Holders."
4. Section 3.3(f): A new Section 3.3(f) is hereby added as follows:

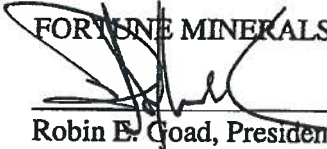
"(f) Subject to and within three Business Days of receipt of approval by the Toronto Stock Exchange and disinterested shareholders of Parent, which Parent covenants to use its commercially reasonable efforts to obtain as soon as practicable and in any event on or before December 31, 2014, Parent will issue an aggregate of 17,744,000 Common Shares of Parent with a deemed value of \$4,000,000 registered and delivered as follows:

 - (i) 9,167,320 shares to James W. Williams, Jr.;
 - (ii) 8,000,000 shares to Rory J. Williams;
 - (iii) 354,880 shares to Yankee Boy Resources, LLC;
 - (iv) 177,440 shares to Richard Frommer; and
 - (v) 44,360 shares to James D. Leake."
5. Section 6.13: Section 6.13 is hereby deleted.
6. Exhibit D Form of Secured Promissory Note: Exhibit D is hereby deleted.
7. Exhibit E Security Agreement: Exhibit E is hereby deleted.
8. **Ratification.** The Parties hereby ratify and confirm the Purchase Agreement, as amended, and hereby confirm that all of the other terms and conditions of the Purchase Agreement not specifically modified by this Third Amendment shall remain unchanged and in full force and effect.
9. **Counterparts.** This Third Amendment may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the Parties. Each signed copy shall be an original, but all of them together shall represent the same agreement.

IN WITNESS WHEREOF, this Third Amendment to the Purchase Agreement and Mine Management Agreement is executed as of the Effective Date.


FORTUNE REVENUE SILVER MINES, INC.

Robin E. Goad, President


FORTUNE MINERALS LIMITED

Robin E. Goad, President

STAR MINE OPERATIONS, LLC

James W. Williams, Jr., Manager

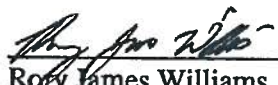
SILVER STAR RESOURCES, LLC

James W. Williams, Jr., Owner and Manager



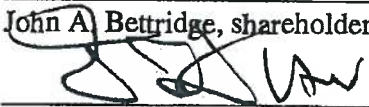
Rory James Williams, Owner

REVENUE-VIRGINIUS MINES CORPORATION



Rory James Williams, shareholder

James W. Williams, Jr., shareholder



John A. Bettridge, shareholder

James D. Leake, shareholder

Richard Frommer, shareholder

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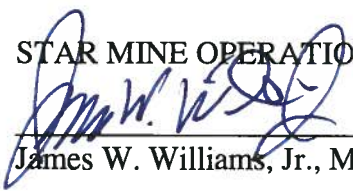
FORTUNE REVENUE SILVER MINES, INC.

Robin E. Goad, President

FORTUNE MINERALS LIMITED

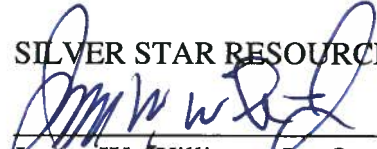
Robin E. Goad, President

STAR MINE OPERATIONS, LLC

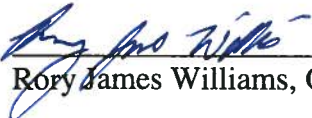


James W. Williams, Jr., Manager

SILVER STAR RESOURCES, LLC



James W. Williams, Jr., Owner and Manager



Rory James Williams, Owner

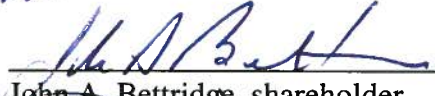
REVENUE-VIRGINIUS MINES CORPORATION



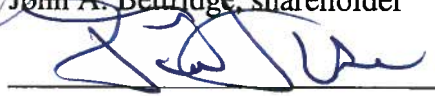
Rory James Williams, shareholder



James W. Williams, Jr., shareholder



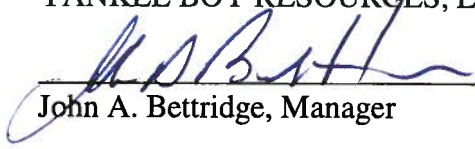
John A. Bettridge, shareholder



James D. Leake, shareholder

Richard Frommer, shareholder

YANKEE BOY RESOURCES, LLC

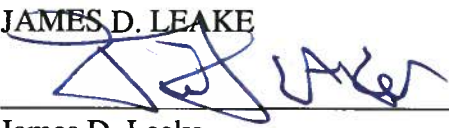


John A. Bettridge, Manager

RICHARD FROMMER

Richard Frommer

JAMES D. LEAKE



James D. Leake

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James W. Williams, Jr., Manager

SILVER STAR RESOURCES, LLC

James W. Williams, Jr., Owner and Manager



Rory James Williams, Owner

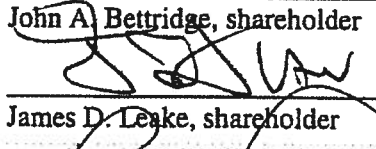
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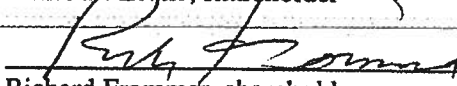
Rory James Williams, shareholder

James W. Williams, Jr., shareholder

John A. Bettridge, shareholder



James D. Leake, shareholder



Richard Frommer, shareholder

YANKEE BOY RESOURCES, LLC

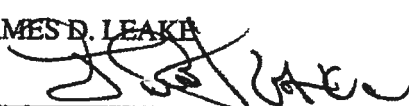
John A. Bettridge, Manager

RICHARD FROMMER



Richard Frommer

JAMES D. LEAKE



James D. Leake