Amendment No. 1 dated August 12, 2015 ("**Amendment No. 1**") to **MASTER RESTRUCTURING AGREEMENT** dated as of July 17, 2015 (the "**Restructuring Agreement**"), and entered into by and among FORTUNE REVENUE SILVER MINES, INC., a corporation organized and existing under the laws of the State of Colorado ("**Fortune Revenue**" or the "**Seller**"), FORTUNE MINERALS LIMITED, a corporation organized and existing under the laws of the Province of Ontario (the "**Guarantor**"), each Affiliate Guarantor (as defined below), LRC-FRSM LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "**Buyer**") and, for purposes of Section 8.05 thereof only, JONES, GABLE & COMPANY LIMITED (for the benefit of Felicia Ross and Victoria Ross) ("**Jones Gable**") and GRETCHEN ROSS ("**Ross**") (collectively, the "**Ross Parties**"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned in the Restructuring Agreement.

RECITALS:

WHEREAS, pursuant to Section 5.02 of the Restructuring Agreement the obligation of Buyer and its Affiliates to consummate the transactions set forth in Section 2.02 is conditioned on each of the representations and warranties of the Credit Parties (other than Seller) contained in the Restructuring Agreement being true and correct in all material respects when made and as of the Closing Date;

WHEREAS, (a) the representations set forth in Section 3.06 of the Restructuring Agreement were not true and correct in as much as certain payables and liabilities of Fortune Revenue representing US$186,000 were not disclosed in the Schedules to the Restructuring Agreement (the "**Additional Liabilities**") and (b) the Parties have agreed to make a corresponding adjustment to the amount payable by Buyer Designee to Guarantor on the Closing Date;

WHEREAS, the Parties have agreed to an additional adjustment of US$44,000 to the amount payable by Buyer Designee to Guarantor on the Closing Date, bring the total adjustment to such amount payable by Buyer Designee to US$230,000; and

WHEREAS, Buyer and its Affiliates have agreed to proceed with the consummation of the transactions set forth in Section 2.02 of the Restructuring Agreement subject to the Parties executing and delivering this Amendment No. 1 and the satisfaction of the other conditions set forth in Section 5.02 of the Restructuring Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto agree as follows:

1. **Amendments**

a. Section 2.02 of the Restructuring Agreement is amended replacing the phrase "Buyer Designee shall pay US$550,000 to Guarantor" with the phrase "Buyer Designee shall pay US$320,000 to Guarantor".

b. The terms relating to the Transfer to Seller of ten (10) full Great Plains licenses set forth in Schedule 4.02 of the Restructuring Agreement, are superseded by the terms relating to the Great Plains licenses and related matters set forth in the Services Agreement dated as of August 1, 2015, between Guarantor and Fortune Revenue.

c. In consideration of the reductions in the payments to Guarantor provided by Section 1(a) hereof, the Buyer and its Affiliates hereby irrevocably waive and release any right, claim, remedy or other recourse it may have arising as a result or in connection with the failure or omission by the Credit Parties to disclose the Additional Liabilities to the Buyer and its Affiliates, including, without limitation, pursuant to Section 3.06 of the Restructuring Agreement.

d. Except as expressly provided in this Amendment No.1 all other terms and provisions of the Restructuring Agreement remain in full force and effect.

2. **Miscellaneous.** This Amendment No. 1 forms a part of the Restructuring Agreement and all provisions set forth in Article VIII thereof will also apply to this Amendment No. 1 as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Restructuring Agreement as of the day and year first above written.

(remainder of page intentionally left blank; signature pages follow)

GUARANTOR:

FORTUNE MINERALS LIMITED

Per: *(signed) "Authorized Signatory"*
Authorized Signing Officer

AFFILIATE GUARANTORS:

FORTUNE COAL LIMITED

Per: *(signed) "Authorized Signatory"*
Authorized Signing Officer

FORTUNE MINERALS NWT INC.

Per: *(signed) "Authorized Signatory"*
Authorized Signing Officer

FORTUNE MINERALS SASKATCHEWAN INC.

Per: *(signed) "Authorized Signatory"*
Authorized Signing Officer

BUYER:

LRC-FRSM LLC

Per: *(signed) "Authorized Signatory"*
Authorized Signing Officer

SELLER:

OURAY SILVER MINES, INC.
(FORMERLY FORTUNE REVENUE
SILVER MINES, INC.)

Per: *(signed) "Authorized Signatory"*
Authorized Signing Officer

ROSS PARTIES – for the purpose of Section 8.05 of the Restructuring Agreement:

JONES, GABLE & COMPANY LIMITED (for the benefit of Felicia Ross and Victoria Ross)

Per: *(signed) "Authorized Signatory"*
Authorized Signing Officer

GRETCHEN ROSS

By: *(signed) "Gretchen Ross"*