

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "**Agreement**") is dated as of the 30th day of January, 2013.

BETWEEN:

GOLDEN CROSS RESOURCES INC., a corporation existing under the laws of the Province of British Columbia

("Golden Cross")

and

GOLDEN CROSS ACQUISITION INC., a corporation existing under the laws of the Province of Ontario

("Merger Sub")

and

BLUE GOLD TAILING TECHNOLOGIES LTD., a corporation existing under the laws of the Province of Ontario.

("Blue Gold")

WHEREAS:

- A. Golden Cross, Merger Sub and Blue Gold are parties to an amalgamation agreement dated as of November 21, 2012, as amended on January 16, 2013 (the "**Amalgamation Agreement**"), pursuant to which Blue Gold and Merger Sub intend to amalgamate and form one corporation under the provisions of the Ontario BCA:
- B. Section 5.4 of the Amalgamation Agreement provides that Golden Cross may complete a non-brokered private placement of up to 14,285,714 Units at a price of no less than \$0.14 per Unit for gross proceeds of approximately \$2,000,000; and
- C. The parties wish to amend section 5.4 to increase the maximum gross proceeds of the Financing from \$2,000,000 to \$3,000,000.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the foregoing premises and the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto do hereby agree as follows:

1. Unless otherwise defined in this Agreement, capitalized words and terms used in this Agreement have the respective meanings attributed to them in the Amalgamation Agreement.
2. The Amalgamation Agreement is hereby amended by deleting the first sentence of section 5.4 thereof and substituting therefor the following:

“The Parties agree and acknowledge that, concurrent with, or prior to, the completion of the Amalgamation, Golden Cross may complete a non-brokered private placement of up to 21,428,572 units of Golden Cross (each, a “Unit”) at a price of no less than \$0.14 per Unit for gross proceeds of approximately \$3,000,000 (the “Financing”).”

3. The provisions of the Amalgamation Agreement shall be amended as set out in this Agreement as and from the date hereof.
4. The provisions of the Amalgamation Agreement made in any document delivered pursuant thereto or in connection therewith shall be deemed to refer to the Amalgamation Agreement as amended and modified by this Agreement and otherwise from time to time.
5. With the exception of the foregoing amendment and modification, the Amalgamation Agreement shall continue in full force and effect un-amended and the Amalgamation Agreement, as amended and modified by this Agreement, is in all respects ratified and confirmed. The Amalgamation Agreement and this Agreement shall be read, taken and construed as one instrument.
6. Each of the parties hereto shall promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such further acts, documents and things as the other parties hereto may require, acting reasonably, from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to the full extent the provisions of this Agreement.
7. This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
8. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter hereof.
9. This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.
10. This Agreement may be executed in any number of counterparts, which taken together shall form one and the same instrument. Counterparts may be delivered either in original or facsimile form and the parties adopt any signatures received by a receiving fax machine or by e-mail transmissions of an Adobe Acrobat file or similar means of recorded electronic transmission, as original signatures of the parties.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

GOLDEN CROSS RESOURCES INC.

Per: /s/ John Morita
Authorized Signatory

GOLDEN CROSS ACQUISITION INC.

Per: /s/ Thomas Kennedy
Authorized Signatory

BLUE GOLD TAILING TECHNOLOGIES LTD.

Per: /s/ Derek Blackburn
Authorized Signatory