

ACCESSION AND AMENDING AGREEMENT

THIS ACCESSION AND AMENDING AGREEMENT made as of the 12th day of November, 2013.

AMONG:

ACME RESOURCES CORP., a corporation existing under the laws of the Province of Ontario (hereinafter "**Acme**")

-and-

FORRESTER RESOURCES CORP., a corporation existing under the laws of the Yukon Territory (hereinafter "**Forrester**")

-and-

535595 YUKON INC., a corporation incorporated under the laws of the Yukon Territory ("**Acme Sub**", and together with Acme and Forrester, the "**Parties**")

WHEREAS Acme and Forrester are parties to the amalgamation agreement (the "**Amalgamation Agreement**") made as of October 21, 2013 between Acme and Forrester whereby Forrester has agreed to and Acme has agreed to cause Acme Sub to agree to amalgamate pursuant to the provisions of Section 187 of the *Business Corporations Act* (Yukon) as of the Effective Date and to continue as one corporation on the terms and conditions set out in the Amalgamation Agreement;

AND WHEREAS Acme has agreed to cause Acme Sub to agree to be bound by the terms of the Amalgamation Agreement as if it were an original signatory hereto;

AND WHEREAS Acme incorporated Acme Sub, being 535595 Yukon Inc. on October 28, 2013;

AND WHEREAS the Parties hereby confirm their wish to amend the Amalgamation Agreement as set out herein;

NOW THEREFORE FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms

In this Accession and Amending Agreement, including without limitation the recitals hereto, unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Amalgamation Agreement.

2. Recitals

The recitals to this Accession and Amending Agreement are true and correct, and are incorporated into and form part of this Accession and Amending Agreement.

3. Agreement to be Bound by Amalgamation Agreement

Effective as of the date of this Accession and Amending Agreement, Acme Sub hereby:

- (i) acknowledges receipt of a copy of the Amalgamation Agreement;
- (ii) confirms that it understands its rights and obligations under the Amalgamation Agreement; and
- (iii) becomes bound by the Amalgamation Agreement and has the same rights and assumes the same obligations as if it were an original signatory.

4. Amendment of Amalgamation Agreement

- (a) Effective as of the date of this Accession and Amending Agreement, Section 2.10 of the Amalgamation Agreement is hereby amended by adding the following sentence:

"Acme shall receive one (1) fully paid and non assessable common share of Amalco for each one (1) common share held by Acme Sub, following which all such common shares of Acme Sub shall be cancelled".

- (b) Except as amended above, all terms and conditions of the Amalgamation Agreement shall remain unchanged and will continue in full force and effect. It is acknowledged and agreed that the terms of this Accession and Amending Agreement, unless specifically provided herein, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Amalgamation Agreement. The Amalgamation Agreement shall henceforth be read and construed in conjunction with this Accession and Amending Agreement, and the Amalgamation Agreement together with all of the powers, provisions, conditions, covenants and agreements contained or implied in the Amalgamation Agreement shall be and shall continue to be in full force and effect. References to "Amalgamation Agreement" in any document delivered in connection with, or pursuant to, this Accession and Amending Agreement, shall mean the Amalgamation Agreement, as amended by this Accession and Amending Agreement.

5. Valid Authorization, Execution and Delivery

Each of the Parties hereto has taken all necessary action to authorize the creation, execution, delivery and performance of this Accession and Amending Agreement and to observe

and perform the provisions in accordance with its terms. This Accession and Amending Agreement has been duly executed and delivered by the Parties hereto. This Accession and Amending Agreement constitutes a valid and legally binding obligation, enforceable against the Parties hereto in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, and other laws of general application limiting the enforceability of creditors' rights and to general principles of equity, including the fact that the courts may deny the granting or enforcement of equitable remedies.

6. Further Assurances

Each of the Parties shall from time to time and at all times hereafter do, make, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be necessary or desirable for implementing and carrying out more effectually the true intent and meaning of this Accession and Amending Agreement.

7. Successors and Assigns

This Accession and Amending Agreement shall enure to the benefit of and be binding upon each of the Parties and their successors and assigns.

8. Applicable Law

This Accession and Amending Agreement shall be governed in all respects exclusively by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9. Amendment

No modification, variation or amendment of any provision of this Accession and Amending Agreement shall be made except by a written agreement, executed by the Parties and no waiver of any provision hereof shall be effective unless in writing.

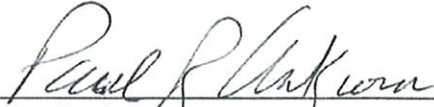
10. Counterpart

This Accession and Amending Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear date as of the date written at the beginning of this Accession and Amending Agreement.

[Signatures appear on next page]

IN WITNESS WHEREOF the Parties hereto have executed this Accession and Amending Agreement as of the date first written above.

ACME RESOURCES CORP.



Name: Paul Ankcorn
Title: President and Chief Executive Officer

I have authority to bind the corporation.

FORRESTER RESOURCES CORP.



Name: Martin Walter
Title: President and Chief Executive Officer

I have authority to bind the corporation

535595 YUKON INC.



Name: Paul Ankcorn
Title: President

I have authority to bind the corporation