Execution Version

Dated December 19, 2022

AURELIAN ECUADOR S.A.
as Borrower

and

THE BANK OF NOVA SCOTIA
as Senior Lender Agent and Intercreditor Agent

and

The other parties party hereto from time to time

SIXTH AMENDMENT AGREEMENT

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relating to the Common Terms Agreement for the development of the Fruta Del Norte Project dated as of July 6, 2018, among the Borrower, the Mandated Lead Arrangers, the Bookrunners, the Administrative Agent, the Intercreditor Agent, and the Lenders party thereto

THIS **SIXTH AMENDMENT** (this "**Amendment**") to the **COMMON TERMS AGREEMENT** is dated December 19, 2022 among:

(1) **AURELIAN ECUADOR S.A.**, a *sociedad anónima*, duly incorporated and validly existing under the laws of Ecuador (the "**Borrower**");

(2) **THE BANK OF NOVA SCOTIA**, as Administrative Agent for and on behalf of the Senior Lenders (the "**Senior Lender Agent**");

(3) **THE BANK OF NOVA SCOTIA**, as Intercreditor Agent (in such capacity together with its successors and permitted assigns, the "**Intercreditor Agent**") for and on behalf of the Agents (as such term is defined in the Intercreditor Agreement); and

(4) The other parties party hereto from time to time.

RECITALS

(A) Certain credit facilities were made available to the Borrower upon the terms and conditions contained in that certain Common Terms Agreement dated as of July 6, 2018, by and among the Borrower, the Administrative Agent, and the lenders party thereto from time to time (the "**Senior Lenders"**) (as amended, amended and restated, supplemented or otherwise modified from time to time, but prior to giving effect to this Amendment, the "**Common Terms Agreement**").

(B) Certain credit facilities were made available to the Borrower upon the terms and conditions contained in: (i) that certain Gold Prepay Credit Agreement, dated as of May 30, 2017, by and among the Borrower, the Gold Prepay Agent and the lenders party thereto from to time (the "**Gold Prepay Lenders**") (as amended, amended and restated, supplemented or otherwise modified from time to time) (the "**Gold Prepay Agreement**"); and (ii) that certain Stream Credit Facility Agreement, dated as of May 30, 2017, by and among the Borrower, the Stream Agent and the lenders party thereto from to time (the "**Stream Lenders**" and, together with the Gold Prepay Lenders, the "**Prepay/Stream Lenders**") (as amended, amended and restated, supplemented or otherwise modified from time to time) (the "**Stream Credit Agreement**" and, together with the Common Terms Agreement and the Gold Prepay Agreement, the "**Senior Secured Credit Documents**"). On May 1, 2020, the respective rights and obligations of the Prepay/Stream Agents and the Prepay/Stream Lenders in connection with the Gold Prepay Credit Agreement and the Stream Credit Agreement were assigned to Newcrest Resources, Inc. ("**NRI**"), and NRI was appointed as the Gold Prepay Agent and the Stream Agent, such that, on the date hereto, NRI is the sole Prepay/Stream Lender, Gold Prepay Agent and Stream Agent.

(C) The Borrower, the Senior Lender Agent, the Intercreditor Agent, The Bank of Nova Scotia, in its capacity as Offshore Collateral Agent, the Gold Prepay Agent, the Stream Agent and the lenders under the Senior Secured Credit Documents have entered into that certain Intercreditor Agreement, dated as of July 6, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time) (the "**Intercreditor Agreement**").

(D) The Borrower wishes to extend its factoring arrangements under the Boliden factoring program with BNPP and thus requests to extend indefinitely the period under which Permitted Asset Dispositions may be effected under paragraph (a)(ii) of the definition of Permitted Asset Disposition.

(E) The Senior Lenders acknowledge that the Borrower is seeking the consent of the Prepay/Stream Lenders to make amendments to the Gold Prepay Agreement and Stream Credit Agreement that are substantially the same as the amendments contemplated in this Amendment (collectively, the "**Prepay/Stream Amendment**").

(F) The amendments as set out in this Amendment may only be granted in accordance with terms and conditions set forth in the Intercreditor Agreement.

(G) Pursuant to section 12.1 (*Decisions under the Finance Documents Generally*) of the Intercreditor Agreement, no decision under or with respect to a Finance Document (as defined in the Intercreditor Agreement) shall be effected unless a vote is taken in accordance with the Intercreditor Agreement and the Required Majority (as defined therein) authorizes such decision.

(H) The Senior Lender Agent, for and on behalf of the Senior Lenders, has agreed to provide such consent and to amend certain provisions of the Common Terms Agreement solely to the extent necessary to effect the amendments as set out in this Amendment on the terms and subject to the conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1 Interpretation

1.1 Unless a contrary intention appears, words and expressions defined in the Intercreditor Agreement or the Common Terms Agreement (as applicable) shall have the same meaning when used in this Amendment.

1.2 The principles of construction set out in Section 1.2 (*Certain Rules of Interpretation*) of the Common Terms Agreement shall apply to this Amendment to the extent that they are relevant to it, *mutatis mutandis*.

1.3 Section 1.7 (*Conflict*) of the Common Terms Agreement shall apply to this Amendment as it applies to the Common Terms Agreement.

1.4 This Amendment constitutes a Transaction Document under the Intercreditor Agreement and the Common Terms Agreement, Gold Prepay Credit Agreement and the Stream Credit Agreement.

2 Amendment

With effect from the Effective Date (as defined below), the Common Terms Agreement shall be amended as follows:

2.1 The definition of "Permitted Asset Disposition" in section 1.1 of the Common Terms Agreement shall be amended and restated in its entirety as follows:

"**Permitted Asset Disposition**" means, as at any particular time, a sale, transfer or other Disposition of:

(a)

(i) inventory in the ordinary course of business;

(ii) one or more invoices receivable in respect of sales of concentrate under the Boliden Offtake Agreement which are sold at par, on a discount basis or subject to a financing charge so long as such discount or financing charge does not exceed REDACTED [*discount redacted*] (where LIBOR is the one, two or three month LIBOR) of the face amount of each invoice receivable being sold, provided that (x) pursuant to the terms and conditions of such Disposition the buyer of such invoice receivables is required to pay the purchase price in U.S. Dollars only into the Offshore USD Proceeds Account and such buyer (or any other Person) does not have any recourse to the Project, the Project Assets, the

Obligors, their assets or any equity interest of any Obligor in respect of such Disposition and (y) the amount of invoice receivables sold and that remain unpaid by Boliden does not exceed in aggregate at the time of any Disposition (and including the invoice receivables subject to such Disposition) the amount of REDACTED [*amount redacted*];

(b) provided the Borrower has complied with all the environmental audits required by Applicable Law prior to such transfer or renouncement, the transfer or renouncement to the GOE prior to the termination of the relevant Related Concession by the GOE following the expiry of the exploration phase without proceeding to exploitation phase of the Colibri 2, Colibri 4, Rio Zarza 2, Valle del Inca 2 and Condesa, Related Concessions (other than Colibri 5);

(c) tangible personal property that is obsolete, or worn out property no longer required in the conduct of the Business;

(d) minerals pursuant to this Agreement, the Stream Credit Facility Agreement, the Offtake Agreements, the Royalty Agreements or otherwise in the ordinary course of business in compliance with the terms of this Agreement excluding in each case any such sale, transfer or other disposition of minerals to another Obligor;

(e) negotiated expropriations by the government, planned for and agreed upon as part of, and that would not reasonably be expected to have a material impact on, the expected normal operations of the Project, subject to the approval of the Majority Lenders, such approval not to be unreasonably withheld; and

(f) Abandonment Property as permitted under the Stream Credit Facility Agreement,

provided, that, the Senior Lenders shall have determined, acting in a commercially reasonable manner, that it is not economical to mine Minerals from the Abandonment Property; provided, further, notwithstanding anything to the contrary in this definition, no sale, transfer or other Disposition to a Non-Material Affiliate shall be permitted.

2.2 Save as amended by this Amendment, the provisions of the Common Terms Agreement shall remain unchanged, shall continue in full force and effect, and shall be read and construed with this Amendment as one instrument.

3 Conditions to Effectiveness

This Amendment shall become effective (the "**Effective Date**") on the date on which the Administrative Agent shall have received:

3.1 duly executed, authorized and delivered counterparts of this Amendment by all parties to it;

3.2 each duly executed counterpart of the Prepay/Stream Amendment; and

3.3 upon this Amendment becoming effective, the representations and warranties set out in Section 5 are true, correct, complete and not misleading.

4 Representations and Warranties

The Borrower represents and warrants to the Administrative Agent, on the date hereof and on the Effective Date, as follows:

4.1 the recitals to this Amendment are true and correct;

4.2 upon this Amendment becoming effective, the representations and warranties of the Borrower contained in the Common Terms Agreement and the Transaction Documents will be true, complete, correct and not misleading as of the date hereof to the same extent as though made on and as of this date (or the date this Amendment becomes effective);

4.3 the Borrower is in full compliance with all of its covenants in the Common Terms Agreement and each Transaction Document; and

4.4 no Default or Event of Default has occurred or is continuing.

5 References to and Effect on Other Finance Documents

5.1 Each of the parties hereto agrees that this Amendment constitutes a Finance Document for all purposes under the Common Terms Agreement and the other Finance Documents.

5.2 On and after the effectiveness of this Amendment, each reference in the Common Terms Agreement to "this Agreement", the "Common Terms Agreement", "hereunder", "hereof" or words of like import referring to the Common Terms Agreement, and each reference in the other Finance Documents to the "Common Terms Agreement", "thereunder", "thereof" or words of like import referring to the Common Terms Agreement, shall mean and be a reference to the Common Terms Agreement, as modified by this Amendment.

5.3 The Common Terms Agreement, as specifically modified by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Security Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Borrower under the Common Terms Agreement, as modified by this Amendment.

5.4 The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, (i) operate as a waiver of any right, power or remedy of any Senior Lender or Agent under any of the Finance Documents, nor constitute a waiver of any provision of any of the Finance Documents, (ii) prejudice any other right, power or remedy which the Senior Lenders or the Agents now have or may have in the future under or in connection with the Common Terms Agreement or the other Finance Documents, or (iii) be a novation (*novación*) of the obligations of the Borrower under any of the Finance Documents.

6 Miscellaneous

Counterparts

6.1 This Amendment and all documents contemplated by or delivered under or in connection with this Amendment may be executed and delivered in any number of counterparts (including facsimile), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

Partial Invalidity

6.2 If, at any time, any provision of this Amendment is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, that will not affect or impair: (i) the legality, validity or enforceability in that jurisdiction of any other provision of the Finance Documents or any Risk Coverage Document; or (ii) the legality, validity or enforceability in other jurisdictions of that or any other provision of the Finance Documents or any Risk Coverage Document.

Notices

6.3 The provisions of Section 22.1 *(Notices)* of the Common Terms Agreement shall apply to this Amendment.

7 Governing Law, Jurisdiction, and Waiver of Jury Trial

7.1 The provisions of Section 23.10 *(Governing Law; Jurisdiction)* and Section 23.12 (*Waiver of Jury Trial*) of the Common Terms Agreement shall apply to this Amendment as they apply to the Common Terms Agreement.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF this Amendment has been executed by the parties as of the Effective Date.

AURELIAN ECUADOR S.A.,
as Borrower

By: *<u>/s/ "Ron Hochstein"</u>*
Name: Ron Hochstein
Title: Executive President

I have the authority to bind the Borrower

THE BANK OF NOVA SCOTIA,
as Senior Lender Agent

By: _/s/ "Elizabeth Daponte"_
Name: Elizabeth Daponte
Title: Managing Director

By: _/s/ "Priya Francis"_
Name: Priya Francis
Title: Associate Director

THE BANK OF NOVA SCOTIA,
as Intercreditor Agent

By: _/s/ "Clement Yu"_
Name: Clement Yu
Title: Director

By: _/s/ "Ryan Moonilal"_
Name: Ryan Moonilal
Title: Associate