ASSIGNMENT AND AMENDMENT OF EARN-IN AGREEMENT

THIS AGREEMENT is made as of the 19th day of September, 2022 (the "**Effective Date**"),

AMONG:

GOLDEN ARROW RESOURCES CORPORATION, a British Columbia, Canada corporation (hereinafter called "**GRG**")

AND:

NEW GOLDEN EXPLORATIONS INC., a British Columbia, Canada corporation (hereinafter called "**NGE**")

AND:

DESARROLLO DE RECURSOS S.A., an Argentinean corporation (hereinafter called "**Golden Argentina**")

AND:

SYNDICATE MINERALS PTY LTD, a Victoria, Australia Company (hereinafter called "**SM Parent**")

AND:

SYNDICATE MINERALS MOGOTES PTY LTD, a Victoria, Australia Company (hereinafter called "**Assignor**")

AND:

MOGOTES METALS INC, a Toronto, Canada Corporation (hereinafter called "**Assignee**")

WHEREAS:

A. The Assignor has an option to earn into the Mogotes project located in Argentina through the "Earn-In Agreement" entered into by Golden Arrow Resources Corporation, New Golden Explorations Inc., Desarrollo De Recursos S.A., Syndicate Minerals Mogotes Pty Ltd, And Syndicate Minerals Pty Ltd on May 4th 2022. ("Earn-In Agreement"), which was modified by a letter "Amendment of Earn-In Agreement" executed on 24th June 2022.

B. The Assignor wishes to assign and transfer to the Assignee all of the Assignor's right and interest in the Earn-In Agreement and the Assignee wishes to assume the liabilities and obligations of the Assignor arising under the Earn-In Agreement in the place and stead of the Assignor to be effective as of the Effective Date.

C. The Assignor is an Affiliate of the Assignee.

GRG, NGE, and Golden Argentina have agreed to consent to the assignment of the Earn-In Agreement by the Assignor to the Assignee and to release the Assignor from its liabilities and obligations arising under the Earn-In Agreement from and after the Effective Date.

D. GRG, NGE, Golden Argentina, SM, Assignor and Assignee have agreed to amend the Earn-In Agreement as follows.

NOW THEREFORE in consideration of the premises, the covenants and agreements of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. In this agreement the following terms shall bear the following meanings:

    a. **Earn-In Agreement** means the Earn-In Agreement entered into by Golden Arrow Resources Corporation, New Golden Explorations Inc., Desarrollo De Recursos S.A., Syndicate Minerals Mogotes Pty Ltd, And Syndicate Minerals Pty Ltd on May 4th 2022, which was modified by a letter "Amendment of Earn-In Agreement" on 24th June 2022.

b. **Party** means a party to this agreement and its successors and assigns.

2. In this agreement, unless the context otherwise requires:

(a) the singular includes the plural and vice-versa;

(b) headings do not affect the interpretation of this agreement;

(c) a reference to a party means a party to this agreement as listed on page 1 of this agreement and includes that party's executors, administrators, substitutes, successors and permitted assigns;

(d) references to a part, clause, schedule, exhibit and annexure refers to a part, clause, schedule, exhibit or annexure of, in or to this agreement;

(e) a reference to this agreement includes all schedules, exhibits and annexures to this deed;

(f) a reference to an agreement, deed, instrument or other document includes the same as amended, novated, supplemented, varied or replaced from time to time;

(g) a reference to a court is to a Canadian court;

(h) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;

(i) a reference to a day, month or year is relevantly to a calendar day, calendar month or calendar year;

(j) a reference to $, CAD or dollars is to the lawful currency of Canada

(k) capitalized terms not otherwise defined in this agreement shall have the meanings set out in the Earn-In Agreement;

(l) the expressions "including", "includes" and "include" have the meaning as if followed by "without limitation"; and

(m) no rule of construction is to apply to the disadvantage of a party on the basis that that party drafted the whole or any part of this agreement.

3. Effective as of the Effective Date, the Assignor hereby grants and assigns unto the Assignee all of the Assignor's estate, right, title and interest in and to the Earn-In Agreement and all benefit and advantage to be derived therefrom.

4. The Assignee hereby agrees with SM, GRG, NGE, Golden Argentina and the Assignor to assume, observe, perform, discharge and satisfy all duties, obligations, covenants, terms, conditions and liabilities contained in the Earn-In Agreement, whether known or unknown, and whether existing or arising prior to or on or after the Effective Date, to be observed, performed, discharged and satisfied by the Assignor as if the Assignee had been originally named as a party thereto in the place and stead of the Assignor.

5. GRG, NGE, and Golden Argentina:

    a. consent to the transfer and assignment of the Assignor's interest in the Earn-In Agreement to the Assignee and agrees that from and after the Effective Date the Assignee shall be entitled to hold and enforce all the rights, benefits and privileges of the Assignor under the Earn-In Agreement and shall be entitled to perform all of the covenants and obligations of the Assignor under the Earn-In Agreement, and the Earn-In Agreement shall continue in full force and effect with the Assignee substituted as a party thereto in the place of the Assignor; and

    b. wholly releases, relieves and discharges the Assignor from the observance and performance of its covenants, obligations and liabilities from and after the Effective Date accruing on its part under the Earn-In Agreement.

6. The address of the Assignee for notices and other communications under the Earn-In Agreement shall be:
   [Redacted]

   With a copy to (which shall not constitute notice):

   C/o Chris Irwin
   Irwin Lowy LLP
   Barristers & Solicitors
   Suite 401, 217 Queen Street West, Toronto ON, M5V 0R2
   E-Mail: CIrwin@irwinlowy.com
   Attention: Chris Irwin – Mogotes Metals Inc

7. Each Party shall from time to time and at all times hereafter at the request of an other Party execute such further assurances and do all such further acts as may reasonably be required to give effect to the purpose and intent of this agreement.

8. This agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors and permitted assigns.

9. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

10. This agreement may be signed by the parties digitally and transmitted by email and in as many counterparts as may be deemed necessary, each of which so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

11. This agreement may only be varied by a document signed by or on behalf of each of the parties. Any provision of this agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

12. Other than as amended by this agreement, the Earn-In Agreement shall continue in full force and effect.

13. GRG, NGE, Golden Argentina, SM, Assignor agree to amend the Earn-In Agreement as set out below, with such amendments to be effective as of the Effective Date:

    a. Clause 13.4 of the Earn-In Agreement is to be deleted entirely and replaced with the following text:

(a) *"Within 90 days of completion of a Transfer by SM Parent, directly or indirectly, of a Controlling interest in Mogotes Metals Inc. ("Mogotes Metals") to a transferee, such completion to include the requisite regulatory and stock exchange approvals, such transferee shall execute and deliver a counterpart of this Agreement and thereby agree to be bound by the contractual terms applicable to SM Parent hereof in the same manner and to the same extent as though a Party hereto in the first instance, except that for purposes of Section 11.1, such transferee shall agree to assume all Guaranteed Obligations without any limitations on the Guaranteed Obligations. For greater clarity, such transferee acknowledges and agrees that the language "provided that the GRG entities agree that the maximum aggregate liability of SM Parent hereunder shall not exceed an aggregate amount equal to $100,000 shall not apply to it for purposes of Section 11.1.*

(b) *Upon the date ("IPO date") of completion of the listing of Mogotes Metals shares on a national securities exchange ("IPO"), Mogotes Metals hereby agrees to be bound by the contractual terms applicable to SM Parent hereof in the same manner and to the same extent as though a Party hereto in the first instance, except that for purposes of Section 11.1, Mogotes Metals shall agree to assume all Guaranteed Obligations, and the words "provided that the GRG entities agree that the maximum aggregate liability of SM Parent hereunder shall not exceed an aggregate amount equal to $100,000" will not apply to Mogotes Metals. The completion of an IPO shall operate as and be a release to SM Parent, and the GRG entities agree that after the IPO date SM Parent shall be automatically, unconditionally and irrevocably released and discharged from any and all obligations and liabilities arising from or in connection with this Agreement. Section 13.4(c) will not apply after the completion of the IPO.*

(c) *If there is a Transfer by SM Parent as contemplated in Section 13.4(a) and the transferee fails to deliver within 90 days the executed counterpart contemplated in Section 13.4(a), the Option shall terminate.*

(d) *Upon delivery of the executed counterpart contemplated in Sections 13.4(a) as applicable, to the GRG entities, the GRG entities agree that SM Parent shall be automatically, unconditionally and irrevocably released and discharged from any and all obligations and liabilities arising from or in connection with this Agreement."*

14. Each party represents and warrants that as at the date of this agreement and the Effective Date:

a. it has capacity unconditionally to execute, deliver and comply with its obligations under this agreement;

b. it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this agreement;

c. this agreement is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and

d. its unconditional execution and delivery of, and compliance with its obligations under, this agreement does not contravene:

   i. any law or directive from a government entity;

   ii. its constituent documents;

   iii. any deed or instrument to which it is a party; or

   iv. any obligation of it to any other person.

[Signature page follows.]

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day first above written.

GOLDEN ARROW RESOURCES CORPORATION

Per: *"Nikolaos Cacos"*
Name: Nikolaos Cacos
Title: Director & Vice President Business Development

Per: *"Darren Urguhart"*
Name: Darren Urquhart
Title: CFO

NEW GOLDEN EXPLORATIONS INC.

Per: *"Nikolaos Cacos"*
Name: Nikolaos Cacos
Title: Director & President

Per: *"Darren Urguhart"*
Name: Darren Urquhart
Title: CFO

DESARROLLO DE RECURSOS S.A.

Per: *"Ignacio Hernán Celorrio"*
Name: Ignacio Hernán Celorrio
Title: Director & President

Per: ______________________________
Name:
Title:

SYNDICATE MINERALS MOGOTES PTY LTD

Per: *"Adib Olinga Sabet"*
Name: Adib Olinga Sabet
Title: Sole director and company secretary

Per: ______________________________
Name:
Title:

SYNDICATE MINERALS PTY LTD

Per: *"Adib Olinga Sabet"*
Name: Adib Olinga Sabet
Title: Sole director and company secretary

Per: ____________________
Name:

MOGOTES METALS INC

Per: *"Nabil Allen Sabet"*
Name: Nabil Allen Sabet
Title: Director

Per: ____________________
Name:
Title: