Support Agreement

This support agreement (this "**Agreement**"), dated as of October 15, 2015 sets out the agreement among Aurcana Corporation (the "**Company**"), Silver Assets, Inc., Rio Grande Mining Company, Shafter Properties Inc., Cane Silver Inc., Perforadora Aurcana S. de R.L. de C.V., Minera Aurcana S.A. de C.V., Minera La Negra, S.A. de C.V., Real de Maconi, S.A. de C.V. (collectively, the "**Guarantors**" and, together with the Company and the Applicant, the "**Aurcana Group**"), and Orion Mine Finance (Master) Fund I L.P., by its general partner Orion Mine Finance GP I Limited ("**Orion**"), regarding the principal aspects of the Transaction (as defined and more fully described in the term sheet attached as Schedule "A" hereto (the "**Term Sheet**")). Orion, Newco (as defined below) (following entry into a joinder in the form attached hereto as Schedule "B") and the Aurcana Group are collectively referred to as the "**Parties**" and each is a "**Party**".

1. Definitions

In this Agreement, unless otherwise stated or unless the subject matter or context otherwise requires:

"**Business Day**" means any day, other than a Saturday or Sunday or a statutory or civic holiday, that banks are open for business in Toronto, Ontario and New York, New York.

"**CBCA**" means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended.

"**Credit Agreement**" means the amended and restated credit facility agreement dated April 29, 2014 entered into by Aurcana, Orion, and each of the Guarantors (as the same may have been and may further be amended, restated, modified or varied from time to time).

"**Effective Time**" means the time on the Implementation Date that the Transaction is implemented.

"**Excepted Taxes**" means any taxes that the Aurcana Group has not paid with the written consent of Orion.

"**Final Order**" means the order of the Court approving the Plan.

"**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, crown corporation, court body, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**Implementation Date**" means the date on which the Plan is implemented.

"**Material Adverse Change**" means any change, development, effect, event, circumstance, fact or occurrence that individually or in the aggregate with other such changes, developments, effects, events, circumstances facts or occurrences is or would reasonably be expected to be materially adverse to the assets, properties, business, operations or liabilities of the Mexican Subsidiaries (as defined in the Term Sheet) except, any change, development, effect, event, circumstance, fact or occurrence resulting from or relating to: (a) any change in generally accepted accounting principles as applied in the relevant jurisdiction; (b) any change in currency exchange rates or commodity prices; (c) any adoption, proposal, implementation or change in applicable laws or any interpretation thereof by any Governmental Entity (provided that in the case of (b) and (c) above, such conditions do not have a materially disproportionate effect on the Mexican Subsidiaries relative to other companies in their industry); (d) the execution, announcement or performance of this Agreement, the Term Sheet, the Plan or any other related agreement and the completion of the transactions contemplated thereby; (e) the failure, in and of itself, of any entity in the Aurcana Group to meet any internal or public projections, forecasts or estimates of future revenues or future earnings; (f) any action taken by any entity in the Aurcana Group which is contemplated in this Agreement or is consented to by Orion; or (g) any change in the market price or trading volume of any securities of the Aurcana Group (it being understood that the causes underlying such change in market price or trading volume (other than those in items (a) to (f) above) may be taken into account in determining whether a Material Adverse Change has occurred).

"**Newco**" means a newly incorporated affiliate of Orion that has entered into a joinder in the form attached hereto as Schedule "B".

"**Obligations**" has the meaning ascribed thereto in the Credit Agreement.

"**Other Transaction**" means a transaction that is an alternative to the Transaction.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a Governmental Entity or any agency, instrumentality or political subdivision of a Governmental Entity, or any other entity or body.

2. Transaction

The Transaction is to be effected pursuant to a Plan of Arrangement under the CBCA (the "**Plan**"). The principal aspects of the Plan are set out in the Term Sheet. The Term Sheet is incorporated herein and made a part of this Agreement. In the case of a conflict between the provisions contained in the text of this Agreement and the Term Sheet, the terms of this Agreement shall govern.

The Company may take all necessary steps to implement the Transaction through such other legislation or in such other manner as the Company and Orion may agree (the "**Alternative Transaction**"); provided that any such Alternative Transaction is completed on or prior to the Outside Date, and the provisions of this Agreement shall apply, *mutatis mutandis*, to the Alternative Transaction.

3. Orion's Representations and Warranties

Orion hereby represents to the Company and the Guarantors as follows, and acknowledges that each of the Company and Guarantors is relying upon such representations and warranties in entering into this Agreement and proposing the Transaction or any Plan of which the Transaction is a part:

a) Orion is the sole legal and beneficial owner of the Obligations;

b) Orion has been duly created, is validly existing and in good standing under the laws of its jurisdiction of creation; it has the requisite power, authority and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder;

c) this Agreement has been duly executed and delivered by Orion and constitutes a legal, valid and binding obligation of Orion, enforceable against Orion in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting creditors' rights generally, and to general principles of equity;

d) the execution and delivery by Orion of this Agreement and performance by Orion of its obligations under this Agreement:

   i. are within its corporate, partnership, limited partnership or similar power, as applicable;

ii. have been duly authorized by all necessary corporate, partnership, limited partnership or similar action, as applicable, including all necessary consents of the holders of its equity or other participating interests where required; and

iii. do not (A) contravene its certificate of incorporation, articles, by-laws, membership agreement, limited partnership agreement or other constating documents, as applicable, (B) violate or conflict with any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to it or any of its properties or assets, or (C) conflict with or result in the breach or violation of, or constitute a default under, or require a consent under, any contract material to Orion;

e) Orion has the sole and exclusive right to enter into this Agreement and to transact in respect of the Obligations as contemplated herein. Except as expressly provided herein, none of the Obligations are subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of securityholders or give consents or approvals of any kind. If not the beneficial owner of the Obligations, Orion has the power and authority to bind the beneficial owner of such Obligations;

f) Orion is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement; it has conducted its own analysis and made its own decision to enter into this Agreement and has obtained such independent advice in this regard as it deemed appropriate, and it has not relied in such analysis or decision on any person other than its own independent advisors; and

g) there is no proceeding, claim or investigation pending before any Governmental Entity, or, to the knowledge of Orion, threatened against Orion or any of its properties that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Orion's ability to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

4. Orion's Covenants

Orion hereby covenants and irrevocably agrees that from the date hereof until the termination of this Agreement in accordance with its terms:

a) Orion consents and agrees to the terms and conditions of, and the transactions contemplated by, this Agreement;

b) Orion shall not sell, assign, lend, pledge, hypothecate or otherwise transfer any of the Obligations or any rights or interests therein (or permit any of the foregoing with respect to any of the Obligations) or enter into any agreement, arrangement or understanding in connection therewith except: (i) with respect to security generally applying to Orion's investments which does not adversely affect Orion's ability to perform its obligations under this Agreement; or (ii) a transfer to any affiliate of Orion provided such affiliate agrees to be bound by the terms of this Agreement with respect to the Obligations that are the subject of such transfer;

c) except as contemplated by this Agreement, Orion shall not deposit any of the Obligations into a voting trust, or grant (or permit to be granted) any proxies or powers of attorney or attorney in fact, or enter into a voting agreement, understanding or arrangement, with respect to the voting of the Obligations if such trust, grant, agreement, understanding or arrangement would in any manner restrict the ability of Orion to comply with its obligations under this Agreement;

d) in any circumstances upon which a vote, consent or other approval (including by written consent in lieu of a vote) with respect to the Transaction or the Plan is sought under the CBCA or otherwise, Orion shall cause the Obligations to be counted as present for purposes of establishing quorum and shall vote all of the Obligations in favour of the approval, consent, ratification and/or adoption of the Transaction, the Plan, or any other matter that could reasonably be expected to facilitate the Transaction or the Plan;

e) Orion shall not propose, take, solicit or direct, and shall vote (or cause to be voted) all of the Obligations against, and not otherwise support (and instruct its advisors not to support), any action that is intended or could reasonably be expected to impede, interfere with, delay, postpone or discourage the Transaction, including without limitation any alternative offer, restructuring, liquidation, workout or plan of compromise or arrangement or reorganization of or for the Company, including any proceeding under the *Companies' Creditors Arrangement Act* or otherwise, that is inconsistent with the Transaction;

f) Orion shall support and use commercially reasonable efforts to complete the Transaction, the Plan, and any other action that could reasonably be expected to facilitate the Transaction or the Plan, including, without limitation, by negotiating in good faith and executing any and all documents and using commercially reasonable efforts to settle any conditions to the Transaction that are to be satisfied in order to consummate the Transaction;

g) Orion shall not take or omit to take any action, directly or indirectly, inconsistent with this Agreement or that would frustrate or hinder the consummation of the Transaction;

h) Orion shall:

   i. not accelerate or enforce or take any action or initiate any proceeding to accelerate or enforce the payment or repayment of any debt of the Aurcana Group (including for greater certainty in respect of the Obligations) , whether against the Aurcana Group or any property of the Aurcana Group;

   ii. forbear from exercising any default-related rights, remedies, powers or privileges, or from instituting any enforcement actions or collection actions with respect to any obligations under the Credit Agreement whether against the Aurcana Group or any of the Aurcana Group's property; and

   iii. consent to a stay of any existing and potential defaults under the Credit Agreement;

i) Orion agrees to the existence and factual details of this Agreement being set out in any public disclosure made by the Company, including press releases and Court materials, provided that such public disclosure is approved by Orion, acting reasonably;

j) notwithstanding anything else contained herein, Orion agrees that, if the conditions precedent to the Transaction and the Plan are not satisfied or waived pursuant to this Agreement and the Plan, it shall support the Alternative Transaction and that its covenants in this Section 4 shall apply to the Alternative Transaction provided that any such Alternative Transaction is completed on or prior to the Outside Date; and

k) notwithstanding anything else contained herein, Orion agrees that the Aurcana Group shall at all times have the right to take any steps and actions to repay in full, and/or to enter into a transaction that provides for the repayment in full of, all Obligations outstanding to Orion under the Credit Agreement.

4A. Service Arrangements

Conditional upon implementation of the Plan and in exchange for Aurcana making available [redacted] and [redacted] (the "**Newco Consultants**") pursuant to an agreement acceptable to Newco (the "**Newco Consulting Agreements**"), pursuant to which the Newco Consultants shall agree to provide services to Newco as consultants in connection with the operations of the Mexican Subsidiaries for a total period of twelve (12) months following the Implementation Date, Newco will pay to the Company an amount of US$40,000 on each monthly anniversary of the Implementation Date (or the first Business Day following the monthly anniversary of the Implementation Date) for a period of 12 months (the "**Monthly Post-Closing Payment**"); provided that: (i) if either [redacted] or [redacted] cease to be employed by the Company in their capacities as [redacted] and [redacted], respectively, and therefore are not made available by the Company to provide the consulting services under the Newco Consulting Agreements, the Monthly Post-Closing Payment shall decrease by $10,000 per month for all payments following the cessation of such employment; and (ii) if both [redacted] and [redacted] cease to be employed by the Company in their capacities as [redacted] and [redacted], respectively, and therefore are not made available by the Company to provide the consulting services under the Newco Consulting Agreements, the Monthly Post-Closing Payment shall decrease by US$20,000 per month for all payments following the cessation of such employment.

All rights and obligations under this Section 4A shall terminate upon:

a) a Change of Control of Aurcana or any member of the Shafter Group (together, the "**Impacted Parties**"); or

b) the filing by any party of proceedings in respect of an Impacted Party under any insolvency legislation, including, without limitation, the *Companies' Creditors Arrangement Act*,

For the purposes of this Agreement, "**Change of Control**" means the occurrence of any of the following: (a) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of an Impacted Party to any person; or (b) the adoption of a plan relating to the liquidation or dissolution of any Impacted Party; or (c) any person or group becomes the owner or has the right to become the owner, in each case directly or indirectly, of 50% or more of the voting power, voting securities or equity securities of any Impacted Party; or (d) any Impacted Party amalgamates or consolidates with, or merges with or into, any person (other than another Impacted Party), or any person consolidates with, or merges with or such Impacted Party, in any such event pursuant to a transaction in which any of the outstanding voting securities of such Impacted Party or such other person is converted into or exchanged for cash, securities or other property (other than securities of an Impacted Party); or (e) a replacement of more than 50% of the members of the board of directors of an Impacted Party that is not approved by a majority of those individuals who are members of such board immediately prior to such replacement; or (f) the execution by any Impacted Party or its controlling shareholders of an agreement providing for or that will result in any of the foregoing events.

For purposes of this Agreement, the "**Shafter Group**" means Silver Assets, Inc., Rio Grande Mining Company and Shafter Properties Inc.

5. Aurcana Group Representations and Warranties

Each entity in the Aurcana Group represents and warrants to Orion as follows, and acknowledges that Orion is relying upon such representations and warranties in entering into this Agreement and agreeing to support the Transaction:

a) it has been created and is validly existing under the laws of its jurisdiction of creation; it has the requisite power, authority and capacity and, has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder;

b) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting creditors' rights generally, and to general principles of equity;

c) neither the execution and delivery of this Agreement by it, the consummation by it of the transactions contemplated hereby nor the compliance by it with any of the provisions hereof will result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under any provision of its constating documents;

d) there is no proceeding, claim or investigation pending before any Governmental Entity, or, to its knowledge, threatened against it or any of its properties that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on such entity's ability to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement; and

e) it is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement; it has conducted its own analysis and made its own decision to enter into this Agreement and has obtained such independent advice in this regard as it deemed appropriate, and it has not relied in such analysis or decision on any person other than its own independent advisors.

6. Aurcana Group Covenants

a) Each entity in the Aurcana Group covenants and irrevocably agrees that from the date hereof until the termination of this Agreement in accordance with its terms:

   i. it consents and agrees to the terms and conditions of, and the transactions contemplated by, this Agreement;

   ii. it shall pursue and support the completion of the Transaction in good faith by way of the Plan;

   iii. subject to any order of the Court, it shall (i) do all things that are reasonably necessary and appropriate in furtherance of, and to consummate and make effective, the Transaction and the Plan, including, without limitation, using reasonable best efforts to satisfy the conditions precedent set forth in this Agreement; and (ii) not take any action, directly or indirectly, that is materially inconsistent with, or is intended or is likely to interfere with the consummation of, the Transaction and the Plan, except as required by applicable law or by any other Governmental Entity having jurisdiction over the Company or the Applicant;

   iv. it shall comply with its covenants under the Loan Documents, except as may have been or may be agreed to by the Aurcana Group and Orion in writing, and subject to any waivers that have been or may be provided by Orion;

   v. it shall promptly (and in any event within one Business Day of receipt by it) notify Orion, at first orally and thereafter in writing, of any proposal in respect of any Other Transaction of which it is, or becomes, aware, any request for discussions or negotiations, any requests made or responses provided, or any other request for non-public information relating to the Aurcana Group in connection with any such Other Transaction, or for access to the books or records of any entity in the Aurcana Group by any person that informs such entity in the Aurcana Group that it is considering making, or has made, a proposal with respect to any Other Transaction and any amendment thereto.

b) The Company covenants and irrevocably agrees that from the date hereof until the termination of this Agreement in accordance with its terms:

   i. the Company agrees to file (together with a newly incorporated entity that shall also be a party to the Transaction and an applicant in the CBCA proceedings relating to the Plan as applicable (the "**Applicant**") the Plan on a timely basis consistent with the terms and conditions of this Agreement, and to use commercially reasonable efforts to achieve the following timeline:

a. the initiation of proceedings, as evidenced by filing the application seeking the Final Order with the court having jurisdiction over the those proceedings (the "**Court**") by no later than October 30, 2015, or such other date as the Company and Orion may agree in writing, acting reasonably;

b. approval of the Plan by the Court by no later than November 13, 2015, or such other date as the Company and Orion may agree in writing, acting reasonably; and

c. implementation of the Plan by no later than December 4, 2015 (the "**Outside Date**");

ii. the Company shall provide draft copies of all motions or applications and other documents that the Company or the Applicant intends to file with the Court in connection with the Transaction, the Plan and the transactions contemplated by any of the foregoing, to Orion's counsel at least two (2) Business Days prior to the date when the Company or the Applicant intends to file such document (or as soon as possible where it is not reasonably practicable to provide copies two (2) Business Days in advance).

c) The Company covenants and irrevocably agrees that from the date hereof until the termination of this Agreement in accordance with its terms:

i. except as provided for in the Transaction or the Plan, or as otherwise agreed to in writing by Orion, it shall not, and shall cause the other entities in the Aurcana Group not to, make any payment or pay any consideration of any nature or kind whatsoever on account of any amounts owing under its indebtedness outside of the ordinary course of business;

ii. it shall, and shall cause the other entities in the Aurcana Group to, conduct their businesses in the ordinary course to the extent reasonable having regard to their and the Aurcana Group's financial condition. Without limiting the generality of the foregoing, it shall, and shall cause each other entity in the Aurcana Group to, in each case to the extent reasonable having regard to its and the Aurcana Group's financial condition:

a. not enter into any material agreement outside of the ordinary course of business, except as contemplated by this Agreement, the Transaction and the Plan, or as disclosed to Orion prior to the execution of this Agreement or with the prior written consent of Orion, acting reasonably;

b. preserve intact its current business organization, keep available the services of its employees and maintain good relations with, and the goodwill of, suppliers, customers, landlords, creditors and all other persons having business relationships with the Aurcana Group;

c. retain possession and control of its assets and all property used by it in its business, maintain in good standing insurance coverage commensurate with existing coverage and preserve the confidentiality of any confidential or proprietary information of itself or its business;

d. operate all mines and mining properties owned by it in the ordinary course consistent with past practices and policies of the Aurcana Group;

e. not enter into any material amendments to any material agreements entered into by it, including without limitation any offtake agreements;

f. promptly notify Orion if any of its variable costs increase materially, including without limitation costs associated with power or supplies;

g. provide Orion with access to key managers of the Aurcana Group;

h. immediately notify Orion of any material developments in connection with its business or operations, including without limitation any actual or threatened catastrophic events or labour strikes;

i. promptly notify Orion if a vendor that is material to its business (i) is in default under any agreement with it, or (ii) has provided notice that it wishes to terminate its agreement with it;

j. not enter into any material agreement without the prior written consent of Orion, acting reasonably;

k. not in any manner alter its accounting practices or tax position without the prior written consent of Orion, acting reasonably;

l. not (A) modify any employee benefit plans; (B) increase the compensation of any employee, independent contractor, officer or director; or (C) declare, pay or commit to pay any bonus or any other form of compensation to any employee, independent contractor, officer or director outside of the ordinary course of business, without the prior written consent of Orion, acting reasonably;

m. provide Orion with reasonable access to all books and records;

n. other than Excepted Taxes, pay within the time prescribed by applicable tax legislation the proper amount of instalments of any taxes;

o. make adequate provision in its financial statements for the taxes which relate to any taxation year or part thereof ending or arising before the Implementation Date or ending as a consequence of the completion of the transactions contemplated herein which are not yet due and payable and for which tax returns are not yet required to be filed;

p. withhold from each payment made by it the amount of all taxes and other deductions required to be withheld therefrom and to pay the same to the proper tax authority within the time prescribed under any applicable tax legislation; and

q. to not request from any tax authority an advance tax ruling or determination or enter into any arrangements to provide for an extension of time with respect to the assessment or reassessment of tax or the filing of any tax returns, payment of tax by, or the levying of any governmental charge against, itself, without the consent of Orion, acting reasonably.

d) Notwithstanding anything contained in this Section 6 or anything else in this Agreement, the Aurcana Group shall at all times have the right to take any steps and actions to repay in full, and/or to enter into a transaction that provides for the repayment in full of, all Obligations outstanding to Orion under the Credit Agreement.

7. Termination

This Agreement and the obligations of the Aurcana Group, Orion and Newco (following entry into a joinder in the form attached hereto as Schedule "B") set out in this Agreement shall terminate:

a) upon written notice from Orion to the Aurcana Group in the event of a material breach by any entity in the Aurcana Group of any representation, warranty, covenant or other obligation provided for in this Agreement, which breach is not cured (if capable of being cured) within five (5) Business Days after Orion has notified the Aurcana Group of its intent to terminate this Agreement pursuant to this Section 7(a);

b) upon written notice from the Aurcana Group to the other Parties, in the event of a material breach by Orion or Newco of any representation, warranty, covenant or other obligation provided for in this Agreement, which breach is not cured (if capable of being cured) within five (5) Business Days after the Aurcana Group has notified the other Parties of its intent to terminate this Agreement pursuant to this Section 7(b)

c) upon mutual written agreement among the Aurcana Group and Orion;

d) upon written notice by a Party to the other Parties if the Transaction and Plan, or the Alternative Transaction if applicable, shall not have been implemented by the Outside Date;

e) automatically upon repayment in cash by the Aurcana Group of all Obligations outstanding to Orion under the Credit Agreement;

f) automatically upon the implementation of the Plan, or the Alternative Transaction if applicable, on the Implementation Date;

g) automatically upon the issuance of any final decision, order or decree by a Governmental Entity which would prevent the completion of the Transaction, or any material part thereof, from occurring on or before the Outside Date; or

h) automatically if the CBCA proceedings relating to the Plan are dismissed, except in connection with an Alternative Transaction; provided that any such Alternative Transaction is completed on or prior to the Outside Date.

In the event of termination of this Agreement pursuant to this Section 7, this Agreement will forthwith become void and of no further force and effect, and there will be no rights or obligations on the part of any party or its respective partners, officers, directors, trustees, shareholders or unitholders, as applicable. For certainty, the representations, warranties, covenants and any other agreements and obligations of the Parties in this Agreement shall not survive the termination of this Agreement. Notwithstanding the foregoing, in the event of termination of this Agreement pursuant to Subsection 7(f), the obligations of Newco under Section 4A hereof shall survive such termination.

8. Conditions Precedent

a) The Transaction shall be subject to the reasonable satisfaction of the following conditions prior to or at the time the Transaction is implemented, each of which is for the mutual benefit of the Aurcana Group, on the one hand, and Orion, on the other hand, and may be waived, in whole or in part, jointly by the Aurcana Group and Orion (provided that such conditions shall not be enforceable by the Aurcana Group or Orion, as the case may be, if any failure to satisfy such conditions results from an action, error or omission by or within the control of the Aurcana Group, if any entity in the Aurcana Group is seeking enforcement, or of Orion or Newco, if Orion is seeking enforcement):

i. (a) the Plan shall have been approved by the Court and by the applicable stakeholders of the Company and the Applicant, as and to the extent required by the Court or otherwise, in a form consistent with this Agreement or otherwise acceptable to the Company and Orion, each acting reasonably; and (b) the Implementation Date shall have occurred no later than the Outside Date;

ii. all required stakeholder, regulatory and Court approvals, consents, waivers and filings shall have been obtained or made, as applicable, on terms satisfactory to Orion and the Company, each acting reasonably;

iii. there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, no application shall have been made to any Governmental Entity, and no action or investigation shall have been announced, threatened or commenced by any Governmental Entity, in consequence of or in connection with the Transaction that restrains, impedes or prohibits (or if granted would reasonably be expected to restrain, impede or inhibit), the Transaction or any part thereof or requires or purports to require a variation of the Transaction; and

iv. all matters set out in the Term Sheet under the headings: Settlement of Intercompany Claims, Purchase of Equipment Located at Shafter Mine (other than the payment of the USD$1,000,000 to be paid on April 30, 2016); Service Arrangements; Releases, Definitive Documents and Other Approvals and Conditions shall have been completed.

b) The obligations of Orion to complete the Transaction and the other transactions contemplated hereby are subject to the satisfaction of the following conditions prior to or at the Effective Time, each of which is for the benefit of Orion and may be waived, in whole or in part, by Orion:

i. there shall not have occurred any Material Adverse Change;

ii. the structure of the Transaction, the terms of the Plan, and the steps required to complete the Transaction shall be consistent with the terms of this Agreement and the Term Sheet or otherwise acceptable to Orion, acting reasonably;

iii. all of the following shall have been in a form consistent with the terms of this Agreement and the Term Sheet or otherwise acceptable to Orion, acting reasonably, at the time of their filing or issuance: (i) all materials filed by any entity in the Aurcana Group with the Court or any court of competent jurisdiction in Canada or any other jurisdiction that relates to the Transaction; (ii) the Plan; (iii) any order of the Court approving the Plan; and (iv) any other order granted in connection with the Transaction by the Court or any other court of competent jurisdiction in Canada or any other jurisdiction (including, without limitation, any order amending any of the foregoing orders or documents);

iv. the Aurcana Group shall have complied in all material respects with its covenants and obligations in this Agreement (including for certainty the Term Sheet) that are to be performed on or before the Implementation Date and each entity in the Aurcana Group shall have provided Orion with a certificate signed by an officer, certifying compliance with this Section 8.b)iv as of the Implementation Date; and

v. the representations and warranties of the Aurcana Group set forth in this Agreement shall be true and correct in all material respects as of the Implementation Date with the same force and effect as if made at and as of such time, except that representations and warranties that are given as of a specified date shall be true and correct as of such date, except as such representations and warranties may be affected by the occurrence of events or transactions contemplated and permitted by this Agreement and each entity in the Aurcana Group shall have provided Orion with a certificate signed by an officer, certifying compliance with this Section 8.b)v as of the Implementation Date.

c) The obligations of the Aurcana Group to complete the Transaction and the other transactions contemplated hereby are subject to the satisfaction of the following conditions prior to or at the Effective Time, each of which is for the benefit of the Aurcana Group and may be waived, in whole or in part, by the Aurcana Group:

i. Newco shall enter into a joinder agreement in the form attached as Schedule “B” hereto as soon as practicable following the incorporation of Newco and in any event prior to the Outside Date;

ii. the structure of the Transaction, the terms of the Plan, and the steps required to complete the Transaction shall be consistent with the terms of this Agreement and the Term Sheet or otherwise acceptable to the Aurcana Group, acting reasonably;

iii. all of the following shall have been in a form consistent with the terms of this Agreement and the Term Sheet or otherwise acceptable to the Aurcana Group, acting reasonably, at the time of their filing or issuance: (i) the Plan; (ii) any order of the Court approving the Plan; and (iii) any other order granted in connection with the Transaction by the Court or any other court of competent jurisdiction in Canada or any other jurisdiction (including, without limitation, any order amending any of the foregoing orders or documents);

iv. Orion shall have complied in all material respects with its covenants and obligations in this Agreement (including for certainty the Term Sheet) that are to be performed on or before the Implementation Date and Orion shall have provided the Aurcana Group with a certificate signed by an officer, certifying compliance with this Section 8.c)iv as of the Implementation Date; and

v. the representations and warranties of Orion set forth in this Agreement shall be true and correct in all material respects as of the Implementation Date with the same force and effect as if made at and as of such time, except that representations and warranties that are given as of a specified date shall be true and correct as of such date, except as such representations and warranties may be affected by the occurrence of events or transactions contemplated and permitted by this Agreement and Orion shall have provided the Aurcana Group with a certificate signed by an officer, certifying compliance with this 8.c)v as of the Implementation Date.

9. Further Assurances

Each Party shall do all such things in its control, take all such actions as are commercially reasonable, deliver to the other Parties such further information and documents and execute and deliver to the other Parties such further instruments and agreements as another Party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure the other Party the benefits of this Agreement.

10. Miscellaneous

a) Time shall be of the essence of this Agreement, except to the extent to which the Parties agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

b) The headings in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.

c) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

d) Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered in person, or sent by courier, facsimile or e-mail, in the case of:

   i. the Aurcana Group, addressed as follows:

      Aurcana Corporation
      Suite 1750
      1188 West Georgia Street
      Vancouver, B.C., V6E 4A2

      Attention: Chief Executive Officer
      Facsimile: (604) 633-9179

      with a copy to:

      Goodmans LLP
      Bay Adelaide Centre
      333 Bay Street, Suite 3400
      Toronto, Ontario, Canada M5H 2S7

      Attention: Robert J. Chadwick / Caroline Descours
      Email.: rchadwick@goodmans.ca / cdescours@goodmans.ca

   ii. If to Orion and Newco, as follows.

      Orion Mine Finance (Master) Fund I LP
      c/o MUFG Fund Services Limited
      26 Burnaby Street, Hamilton
      HM 11, Bermuda

      with copy to:

      Orion Resource Partners
      1211 Avenue of the Americas
      New York, New York 10036

      Attention: Limor Nissan, Chief Operating Officer and General Counsel
      Email: lnissan@orionresourcepartners.com

and to:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3800, P.O. Box 84
Toronto, Ontario, M5J 2Z4

Attention: Geoffrey Gilbert / Evan Cobb
Email: geoffrey.gilbert@nortonrosefulbright.com
evan.cobb@nortonrosefulbright.com

or at such other address of which either party may, from time to time on at least 2 Business Days' notice, advise the other party by notice in writing given in accordance with the foregoing.

e) This Agreement (including all schedules hereto) constitutes the entire agreement and understanding, and supersedes all prior agreements and understandings, both oral and written, of the Parties hereto in respect of the transactions contemplated hereby. There are no warranties, representations, terms, conditions or collateral agreements, expressed, implied or statutory, amongst Orion and the Aurcana Group, or any entity in the Aurcana Group, other than as expressly set forth in this Agreement. This Agreement and the rights, interests and obligations hereunder are not transferable or assignable by any of the Parties without the prior written consent of the other Parties.

f) This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the Parties hereto.

g) The Parties recognize and acknowledge that the other Parties would not enter into this Agreement in absence of the covenants set out herein. Each of the Parties further recognizes and acknowledges that a breach by it of any of its material obligations contained herein may cause the other Parties to sustain injury for which they would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, the Parties shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which they may be entitled, at law or in equity.

h) Except as otherwise provided in this Agreement (including the Term Sheet), each of the Parties shall bear its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

i) Unless expressly stated otherwise herein, this Agreement is intended to solely bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators and representatives. No other person or entity shall be a third party beneficiary hereof.

j) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions, including terms, covenants and restrictions, of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and the Parties shall negotiate in good faith to modify this Agreement to preserve each Party's anticipated benefits under this Agreement.

k) This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Agreement may be executed by facsimile or other electronic means and in one or more counterparts, all of which shall be considered one and the same agreement.

l) The Parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les signataires conferment leur volonte que la presente convention, de même que tons les documents s’y rattachant, y compris tout axis, annexe et autorisation, soient rediges en anglais seulement.

This Agreement has been agreed and accepted on the date first written above.

Aurcana Corporation

Per: *"Kevin Drover"*
Name: KEVIN DROVER
Title: President and CEO

Minera Aurcana S.A. de C.V.

Per: *"Kevin Drover*
Name: KEVIN DROVER
Title: Director

Perforadora Aurcana S. de R.L. de C.V.

Per: *"Kevin Drover*
Name: KEVIN DROVER
Title: Director

Cane Silver Inc.

Per: *"Kevin Drover*
Name: KEVIN DROVER
Title: Director

Minera La Negra, S.A. de C.V.

Per: *"Kevin Drover*
Name: KEVIN DROVER
Title: Director

Real de Maconi, S.A. de C.V

Per: *"Kevin Drover*
Name: KEVIN DROVER
Title: Director

Silver Assets, Inc.

Per: *"Kevin Drover*
Name: KEVIN DROVER
Title: Director

Rio Grande Mining Company

Per: *"Kevin Drover*
Name: KEVIN DROVER
Title: Director

Shafter Properties Inc.

Per: *"Kevin Drover*
Name: KEVIN DROVER
Title: Director

Orion Mine Finance (Master) Fund I L.P., by its general partner Orion Mine Finance GP I Limited

Per: *"Melanie Simons"*
Name: MELANIE SIMONS
Title: Authorized Signatory

SCHEDULE "A"
TERM SHEET

AURCANA CORPORATION

PROPOSED RESTRUCTURING OF CREDIT FACILITY
SUMMARY OF INDICATIVE TERMS AND CONDITIONS

This term sheet dated as of October 15, 2015 (this "**Term Sheet**") describes the principal terms on which Aurcana Corporation ("**Aurcana**" or the "**Company**"), Orion Mine Finance (Master) Fund I LP ("**Orion**") and each of Silver Assets, Inc., Cane Silver Inc., Perforadora Aurcana S. de R.L. de C.V., Minera Aurcana S.A. de C.V., Rio Grande Mining Company, Shafter Properties Inc., Minera La Negra, S.A. de C.V. and Real de Maconi, S.A. de C.V. (each a "**Guarantor**", and collectively the "**Guarantors**") intend to complete a series of transactions under which the credit facility (the "**Loan**") previously made available to Aurcana by Orion pursuant to the amended and restated credit facility agreement dated April 29, 2014 entered into by Aurcana, Orion, and each of the Guarantors (as the same may have been and may further be amended, restated, modified or varied from time to time, the "**Loan Agreement**") will be compromised and extinguished (including, without limitation, with respect to the Extension, as defined below) in exchange for the shares and/or partners interests held, either directly or indirectly, by Aurcana of one or more of the following subsidiaries (to be designated at the election of Orion): Perforadora Aurcana S. de R.L. de C.V., Minera Aurcana S.A. de C.V., Minera La Negra, S.A. de C.V. and Real de Maconi, S.A. de C.V. (each, once designated by Orion, a "**Mexican Subsidiary**", and collectively the "**Mexican Subsidiaries**") and other good and valuable consideration as contemplated by this Term Sheet, all pursuant to a recapitalization and restructuring plan (the "**Plan**") to be implemented pursuant to the *Canada Business Corporations Act* (the "**CBCA**") (collectively, the "**Transaction**").[1]

I. Class of Claims and Interests

Loan under Loan Agreement	Debt obligations under the Loan Agreement (including, without limitation, with respect to the additional amounts advanced by Orion pursuant to the Second Amendment to the Loan Agreement dated October 15, 2015 (the "**Extension**")) shall be extinguished in exchange for the shares and/or partners interests held, either directly or indirectly, by Aurcana of the Mexican Subsidiaries (the "**Mexican Subsidiary Shares**") pursuant to the Plan. The Mexican Subsidiary Shares shall be transferred by Aurcana to Newco pursuant to the Plan on an "as is, where is" basis as they shall exist on the Effective Date.

II. Implementation

Payment in full before Implementation	The Company shall at all times have the right to pay, in cash, all amounts outstanding under the Loan Agreement (including principal and all accrued interest, and for certainty including the Extension) at any time prior to implementation of the Transaction.

[1] *This Summary of Indicative Terms and Conditions is non-binding and is intended for discussion purposes only. It does not purport to summarize all the terms, conditions, representations, warranties and other provisions with respect to the transactions referred to herein, which transactions, if agreed, would be entered into on the basis of mutually satisfactory documentation after, among other things, satisfactory completion of due diligence (including without limitation technical, legal and tax due diligence) and receipt of necessary internal and external approvals. The Company acknowledges that this Summary is not an expressed or an implied commitment by Orion to provide any form of financial accommodation in connection with the proposed transaction. Nothing herein constitutes a waiver of Orion's rights or remedies, nor a commitment to lend funds to the Company or any other persons, purchase any equity interests or other property of the Company, nor any agreement to modify or amend any of the terms of the governing documents in respect of the Loan or the Loan Agreement.*

III. Other Conditions

Settlement of Intercompany Claims	All intercompany claims and indebtedness existing between (i) any of Aurcana or any of the Guarantors other than the Mexican Subsidiaries (collectively, the "**Remaining Aurcana Entities**") and (ii) any of the Mexican Subsidiaries, or between any of the Mexican Subsidiaries amongst themselves, shall either be transferred as may be directed by Orion, or shall be considered satisfied in full, in either case as agreed to by Orion and the Company, acting reasonably. For greater certainty, in no event shall any of the Mexican Subsidiaries have any outstanding liability to the Remaining Aurcana Entities.
Purchase of Equipment Located at Shafter Mine	A newly incorporated entity by Orion ("**Newco**") shall purchase certain equipment from Aurcana and certain of the Guarantors (the "**Equipment**"). A list of the Equipment as well as the location of all Equipment is attached hereto as Schedule A. The purchase price for the Equipment shall be USD$3,500,000 (the "**Purchase Price**"). The Purchase Price shall be paid in the following manner: (i) USD$2,500,000 to be paid by Newco to Aurcana (or as directed by Aurcana) on the date upon which the Transaction is implemented (the "**Effective Date**"), and (ii) USD$1,000,000 to be paid by Newco to Aurcana (or as directed by Aurcana) on the earlier of (A) April 30, 2016 or (B) in the event the Equipment is sold by Newco on or before April 30, 2016 for consideration greater than the Purchase Price, the date that the Equipment is transferred and conveyed by Newco. The Equipment shall be sold to Newco on an "as is, where is" basis as it shall exist on the Effective Date. No representation, warranty or condition shall be expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever concerning the Equipment. The Equipment shall remain located at, or be relocated to at the expense of Orion, as the case may be, Shafter Mine in Presidio County, Texas, until the earlier of (i) the removal of the Equipment by Newco; (ii) the sale of the Equipment by Newco to a third party; or (iii) the sale of the shares of Shafter Properties Inc., or all or substantially all of its assets, to a third party. The Equipment shall be stored at the Shafter Mine at no charge to Newco, and Aurcana and the Guarantors shall ensure that the Equipment will be secured and maintained in the same manner that it is being secured and maintained as at the date hereof (the "**Standard of Care**"), provided that neither Aurcana nor any of the Guarantors shall be liable for any damage, loss or theft that may occur to the Equipment from and after the Effective Date, save and except to the extent that such damage, loss or theft is a result of Aurcana and the Guarantors not applying the Standard of Care in ensuring the security and maintenance of the Equipment. Newco shall be entitled to take delivery of the Equipment at any time.

Service Arrangements	Aurcana shall make available [redacted] and [redacted] (the "**Newco Consultants**") pursuant to an agreement with Aurcana acceptable to Newco (the "**Newco Consulting Agreements**"), pursuant to which Aurcana shall agree to provide the Newco Consultants to provide services to Newco as consultants in connection with the operations of the Mexican Subsidiaries for a total period of twelve (12) months following the Effective Date, and Aurcana agrees to make the Newco Consultants available to provide consulting services in accordance with the Newco Consulting Agreements, provided that nothing herein or in the Newco Consulting Agreements shall restrict in any way the Newco Consultants from continuing in their capacities as director, officer and/or employee of Aurcana or any of the Guarantors, as applicable.
Insurance and Indemnification	Aurcana (i) shall obtain (if not already obtained) and maintain in good standing directors' and officers' insurance coverage for the Newco Consultants (or any replacements provided by Newco pursuant to the terms and conditions agreed to by Newco and Aurcana) in respect of their respective capacities for Aurcana, and (ii) will enter into (if not already entered into) and maintain indemnification agreements with the Newco Consultants, in a form satisfactory to Aurcana and Orion, acting reasonably, in respect of their respective capacities for Aurcana.
Releases	Usual and customary releases for transactions of this nature, including, but not limited to: a) On the Effective Date, each of the Remaining Aurcana Entities shall forever irrevocably release and discharge each of Orion and Newco, their respective affiliates, and each of the foregoing's respective present and former officers, directors, employees, auditors, advisors (including, without limitation, financial advisors), legal counsel and agents from any and all present and future demands, claims, liabilities, actions, causes of action, counterclaims, suits, damages, judgments, executions, debts, sums of money, expenses, accounts, indebtedness, liens, recoveries, and obligations of whatever nature (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Date, including without limitation in connection with the Aurcana Group (as defined below), the business and affairs of the Aurcana Group whenever or however conducted, the administration and/or management of the Aurcana Group, any document, instrument, matter or transaction involving the Aurcana Group, and the Loan Agreement and the Loan Documents (as defined in the Loan Agreement); and b) On the Effective Date, each of Orion (in its capacity as lender and shareholder of Aurcana) and Newco, their respective affiliates and present and former direct and indirect shareholders and limited partners shall forever irrevocably release and discharge Aurcana and its direct and indirect subsidiaries (collectively, the "**Aurcana Group**"), and each of the foregoing's respective present and former officers, directors, employees, auditors, advisors (including, without limitation, financial advisors), legal counsel and

agents from any and all present and future demands, claims, liabilities, actions, causes of action, counterclaims, suits, damages, judgments, executions, debts, sums of money, expenses, accounts, indebtedness, liens, recoveries, and obligations of whatever nature (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Date, including without limitation in connection with the Aurcana Group, the business and affairs of the Aurcana Group whenever or however conducted, the administration and/or management of the Aurcana Group, any document, instrument, matter or transaction involving the Aurcana Group, and the Loan Agreement and the Loan Documents.

Transaction Expenses	Each party hereto shall be responsible for paying its own fees and expenses incurred in connection with the negotiation and implementation of the Transaction.
Definitive Documents	Any final agreement shall be subject to definitive agreements, court materials and other documents, as applicable (the **"Definitive Documents**"). The Definitive Documents shall be consistent in all respects with the terms of this Term Sheet and otherwise acceptable to Aurcana and Orion, acting reasonably.
Other Approvals and Conditions	The Transaction shall be subject to court, stock exchange, lender and other approvals and conditions precedent as may be required for a transaction of this nature, including without limitation the satisfactory completion of all due diligence by Orion and its advisors on or prior to October 22, 2015.

SCHEDULE "B"
FORM OF JOINDER

<u>JOINDER AGREEMENT</u>

This joinder to the Support Agreement (the "**Joinder Agreement**") is made as of October ●, 2015, by and among **[●]** (the "**Joining Party**") and the Aurcana Group (as defined below), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WHEREAS reference is made to a certain Support Agreement dated as of October ●, 2015 by and among *inter alia*, Aurcana Corporation (the "**Company**"), Silver Assets, Inc., Rio Grande Mining Company, Shafter Properties Inc., Cane Silver Inc., Perforadora Aurcana S. de R.L. de C.V., Minera Aurcana S.A. de C.V., Minera La Negra, S.A. de C.V., Real de Maconi, S.A. de C.V. (collectively, the "**Guarantors**" and, together with the Company and the Applicant, the "**Aurcana Group**"), Orion Mine Finance (Master) Fund I L.P., by its general partner Orion Mine Finance GP I Limited ("**Orion**") (as amended, modified, supplemented or restated and in effect from time to time, the "**Support Agreement**"). All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Support Agreement; and

WHEREAS the Joining Party desires to become a party to, and to be bound by the terms of, the Support Agreement as Newco thereunder.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Joining Party hereby agrees as follows:

1) Joinder and Assumption of Obligations

Effective as of the date of this Joinder Agreement, the Joining Party hereby acknowledges that it has received and reviewed a copy of the Support Agreement, and hereby acknowledges and agrees:

a) that all representations and warranties set forth in sections 3 (b), (c), (d), (f) and (g) of the Support Agreement, *mutatis mutandis*, are true and correct as of the date hereof with respect to the Joining Party;

b) to join in the execution of, and become a party to, the Support Agreement as Newco thereunder, as indicated with its signature below; and

c) to be bound by all covenants and agreements set forth in sections 4(a), (e), (f), (g), (i), (j) and (k) and section 4A of the Support Agreement, *mutatis mutandis*, with the same force and effect as if the Joining Party was a signatory to the Support Agreement and was expressly named as party therein.

2) Binding Effect

a) Except as specifically amended by this Joinder Agreement, all of the terms and conditions of the Support Agreement shall remain in full force and effect as in effect prior to the date hereof.

3) Miscellaneous

a) This Joinder Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed signature page of this Joinder Agreement by email or facsimile transmission will be effective as delivery of a manually executed counterpart hereof.

b) This Joinder Agreement expresses the entire understanding of the parties hereto with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

c) Any determination that any provision of this Joinder Agreement or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Joinder Agreement.

d) This Joinder Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction) and all actions or proceedings arising out of or relating to this Joinder Agreement shall be heard and determined exclusively in the courts of the Province of Ontario.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

[NEWCO]

By:

Name:

Title:

Acknowledged and agreed to as of the date first written above:

Aurcana Corporation

Per: ______________________________
Name:
Title:

Minera Aurcana S.A. de C.V.

Per: ______________________________
Name:
Title:

Perforadora Aurcana S. de R.L. de C.V.

Per: ______________________________
Name:
Title:

Cane Silver Inc.

Per: ______________________________
Name:
Title:

Minera La Negra, S.A. de C.V.

Per: ______________________________
Name:
Title:

Real de Maconi, S.A. de C.V

Per: ______________________________
Name:
Title:

Silver Assets, Inc.

Per: ______________________________
Name:
Title:

Rio Grande Mining Company

Per: ______________________________
Name:
Title:

Shafter Properties Inc.

Per: ______________________________
Name:
Title:

Orion Mine Finance (Master) Fund I L.P., by its general partner Orion Mine Finance GP I Limited

Per: ______________________________
Name:
Title: