SECOND AMENDMENT TO THE CREDIT AGREEMENT

This **SECOND AMENDMENT TO THE CREDIT AGREEMENT** is dated July 30, 2012 and entered into by and between **HULDRA SILVER INC.**, a corporation incorporated pursuant to the laws of the Province of British Columbia (the "**Borrower**") and **WATERTON GLOBAL VALUE, L.P.** (the "**Lender**"), by the general partner of its general partner, Cortleigh Limited.

RECITALS

WHEREAS the Lender has established in favour of the Borrower a senior secured, non-revolving, credit facility on and subject to the terms and conditions described in that certain Credit Agreement dated June 16, 2011 (the "**Original Credit Agreement**") as amended by that certain First Amendment to the Credit Agreement dated May 16, 2012 (the "**First Amendment**", together with the Original Credit Agreement, the "**Credit Agreement**").

WHEREAS the Lender and the Borrower hereby agree to amend the Credit Agreement in accordance with Section 10.1 of the Original Credit Agreement, as described by the terms and conditions of this Second Amendment to the Credit Agreement (the "**Second Amendment**").

WHEREAS capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Borrower and the Lender agree as follows:

Section 1.1 Amendments.

(a) The Credit Agreement is hereby amended by replacing the existing definition of "Monthly Repayment Amount" in Section 2 of the First Amendment with the following:

""**Monthly Repayment Amount**" means, in relation to any Repayment Date (i) the Monthly Repayment Figure described in Schedule A hereto for the month to which such Repayment Date relates, divided by the product of the Spot Price multiplied by 0.765; (ii) multiplied by the Spot Price.

By way of example, for the Repayment Date occurring in October 2012 and assuming the Spot Price is $30, the Monthly Repayment Amount shall be calculated as follows:

[$1,308,357 / ($30.00 X 0.765)] X $30.00 = **$1,710,270.59**

For the avoidance of doubt, on each Repayment Date, the Borrower shall be required to pay the Profit Participation Amount for such Repayment Date in addition to the Monthly Repayment Amount, as set out in Section 3.1 of the Original Credit Agreement."

(b) The Credit Agreement is hereby amended by replacing the existing definition of "Proft Participation Amount" in Section 3 of the First Amendment with the following:

““**Profit Participation Amount**” means:

(i) in relation to any Repayment Date, in the event that the Prior Day Price relating to such Repayment Date is greater than $27.50, an amount equal to (i) the Monthly Repayment Figure described in Schedule A hereto for the month to which such Repayment Date relates, divided by the product of $27.50 multiplied by 0.765 and (ii) multiplied by 50% of the amount by which the Prior Day Price exceeds $27.50; and

By way of example, assuming that the Prior Day Price is $32.00, the Profit Participation Amount in respect of the October 2012 Repayment Date would be $182,916.68.

[$1,308,357 / ($27.50 X 0.765)] X [($32.00 **-** $27.50) (.50)] = **$139,931.23** and

(ii) in relation to any prepayment date, in the event that the Prior Day Price relating to such prepayment date is greater than $27.50, an amount equal to (i) the amount being prepaid, divided by the product of $27.50 multiplied by 0.765 and (ii) multiplied by 50% of the amount by which the Prior Day Price exceeds $27.50.”

Section 1.2 Repayment Schedule.

Should the Borrower prepay any amounts outstanding under the Term Loans pursuant to Sections 4.1(1) or 4.3(3)(b) of the Original Credit Agreement, the Lender shall update the Repayment Schedule annexed hereto in Schedule A and deliver such updated Repayment Schedule to the Borrower.

Section 1.3 Consideration.

As consideration for entering into this Second Amendment, the Borrower shall (i) issue 180,000 common shares of the Borrower to the Lender on the date hereof, and (ii) pay to the Lender, in cash, $200,000 on the last day of the Repayment Period.

Section 1.4 Credit Document.

This Second Amendment shall be a Credit Document as such term is defined in the Original Credit Agreement.

Section 1.5 Exchange Approval.

This Second Amendment is subject to the approval of the Exchange.

Section 1.6 Credit Agreement.

Subject to the amendments described herein, the Credit Agreement and each of the Credit Documents are in all other respects ratified and confirmed and shall continue in full force and effect, binding the Parties hereto and thereto in accordance with the terms hereof and thereof.

Section 1.7 Governing Law.

This Second Amendment shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Section 1.8 Counterparts.

This Second Amendment and any amendments, waivers, consents, or supplements may be executed in any number of counterparts in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Second Amendment shall become effective upon the execution of a counterpart hereof by each of the Parties. This Second Amendment may be validly executed and delivered by facsimile, portable document format (.pdf) or other electronic transmission, and delivery of an executed counterpart of a signature page to the Second Amendment, any amendment, waiver, consent or supplement, or to any other Credit Document, by facsimile, portable document format (.pdf) or other electronic delivery (including e-mail) shall be as effective and binding as delivery of a manually executed counterpart thereof.

Section 1.9 Further Assurances

The Borrower shall execute, acknowledge and deliver to the Lender such other and further documents and instruments and do or cause to be done such other acts as the Lender reasonably determines to be necessary or desirable to effect the intent of the Parties to this Second Amendment or otherwise to protect and preserve the interests of the Lender hereunder, promptly upon request of the Lender.

[*Signatures on following page*.]

IN WITNESS WHEREOF the parties have executed this Second Amendment to the Credit Agreement.

HULDRA SILVER INC.

By: *"Ryan Sharp"*
Authorized Signing Officer

By: *"Kathleen Nosek"*
Authorized Signing Officer

THE LENDER

WATERTON GLOBAL VALUE, L.P., BY THE GENERAL PARTNER OF ITS GENERAL PARTNER, CORTLEIGH LIMITED

By: *"Peter W. Poole"*
Authorized Signing Officer

Schedule A

Repayment Schedule

Month	Monthly Repayment Figure
July 2012	$0
August 2012	$420,750
September 2012	$420,750
October 2012	$1,308,357
November 2012	$1,308,357
December 2012	$1,308,357
January 2013	$1,308,357
February 2013	$1,308,357
March 2013	$1,308,357
April 2013	$1,308,357