

**December 6, 2022**

Mr. Greg McKenzie  
[REDACTED]  
[REDACTED]

Dear Sir:

**Re: Voting Support Agreement**

Golden Tag Resources Ltd. (“**Golden Tag**” or the “**Company**”) is in discussions with First Majestic Silver Inc. (“**FMS**”) regarding a potential transaction (the “**Proposed Transaction**”) pursuant to an asset purchase agreement (the “**Purchase Agreement**” or “**APA**”), to acquire a 100% interest in the 69,478 hectares La Parrilla Silver Mine Complex (the “**La Parrilla**”) in the locality of San Jose de la Parrilla, Durango, Mexico. The details of the Proposed Transaction will be set forth in an APA among such parties, a draft of which has been provided to you. Under the Proposed Transaction, Golden Tag will issue US\$20 million worth of Golden Tag common shares at the 20-day VWAP to FMS, and complete two deferred payments, payable in either cash or Golden Tag common shares, at the sole election of Golden Tag, upon certain milestones with respect to La Parrilla being met.

Greg McKenzie (the “**Shareholder**”) is the legal and/or sole beneficial owner of 8,000,250 Golden Tag common shares (the “**Holder Shares**”), and 5,250,000 Golden Tag options (the “**Holder Options**”). The Holder Shares, and the Holder Options, together with any other securities of the Company directly or indirectly acquired by or issued to the Shareholder during the term of this letter agreement, are collectively referred to herein as the “**Holder Securities**”.

Capitalized terms used in this letter agreement and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

**VOTING AND OTHER COVENANTS**

The Shareholder hereby irrevocably covenants and agrees, in their capacity as a securityholder and not in their capacity as a director and/or officer of the Company, from the date hereof until the date of termination of this letter agreement in accordance with the terms herein:

1. at any meeting of shareholders of the Company to be held to consider the Acquisition Resolution (including the Purchaser Meeting) or any of the other transactions contemplated by the Purchase Agreement, or any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Acquisition Resolution or any of the other transactions contemplated by the Purchase Agreement is sought, to be counted as present (in person or by proxy) for purposes of establishing quorum and to vote or to

cause to be voted (and not withdraw any proxies or change its vote in respect thereof) the Holder Shares and any other Holder Securities entitled to be voted in respect of the such matter, if any (a) in favour of the approval, consent, ratification and adoption of the Acquisition Resolution, and (b) against any resolution, any action, proposal, merger, amalgamation, arrangement, reverse take-over, rights offering, reorganization, recapitalization, liquidation or take-over bid or similar transaction or agreement proposed by any other Person, that could reasonably be expected to adversely affect or reduce the likelihood of the successful completion of the Proposed Transaction or delay or interfere with, the completion of the Proposed Transaction;

2. except as provided in this letter agreement, (a) not to, directly or indirectly, or through any Affiliate, representative, agent or Person acting in a similar capacity on behalf of the Shareholder; (i) make, solicit, assist, initiate, knowingly encourage or otherwise facilitate, or continue to make, solicit, assist, initiate, knowingly encourage or otherwise facilitate, any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any action, inquiry, offer, proposal, merger, amalgamation, arrangement, reverse take-over, rights offering, reorganization, recapitalization, liquidation or take-over bid or similar transaction or agreement involving La Parrilla ("Alternative Acquisition Proposal"), or furnish to any Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing, (ii) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, any Alternative Acquisition Proposal, (iii) accept or enter into or publicly propose to accept or enter into, any agreement, understanding or arrangement or other contract in respect of an Alternative Acquisition Proposal, or (iv) influence the FMS board of directors to withdraw or modify in a manner adverse to Golden Tag its approval of the Acquisition Resolution and any other transactions contemplated in the Purchase Agreement, (b) to immediately cease and cause to be terminated any actions in furtherance of any of the foregoing, and (c) if the Shareholder, directly or indirectly, through any Affiliate, representative, agent or Person acting in a similar capacity on behalf of the Shareholder or otherwise, receive or otherwise become aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Alternative Acquisition Proposal, to immediately notify Golden Tag of such Alternative Acquisition Proposal, including a description of its material terms and conditions, and the identity of all Persons making the Alternative Acquisition Proposal, provided that the Shareholder shall have no obligation pursuant to this clause if the Company is aware of the Alternative Acquisition Proposal and complies with its obligations under the Purchase Agreement;
3. no later than five (5) business days prior to the cut-off date for the deposit of votes by proxy or voting instruction for in respect to a meeting of the shareholders of Golden Tag to consider the Acquisition Resolution, and any other related matters contemplated by the Purchase Agreement, to deliver or to cause to be delivered to the Company's transfer agent duly executed proxies or voting information forms, such proxies or voting information forms (a) instructing the holder thereof to vote (i) in favour of the Acquisition Resolution, and (ii) against any matter that could reasonably be expected to adversely affect or reduce the likelihood of the successful completion of the Proposed Transaction, delay or interfere with, the completion of the Proposed Transaction, or result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or of the Shareholder contained in this letter agreement, and (b) naming those individuals as may be designated by the Company in the management

proxy circular in connection with any meeting of Golden Tag's shareholders at which the Acquisition Resolution will be voted on (including the Purchaser Meeting) and which proxies or voting information forms shall not be revoked, withdrawn or modified without the prior written consent of Golden Tag;

4. not to take any other action of any kind, including voting or not voting any of the Holder Shares or any other Holder Securities entitled to be voted in respect of such matter, that would reasonably be expected to preclude, delay or interfere with the completion of the Proposed Transaction;
5. not to, directly or indirectly, (i) option, sell, transfer, pledge, encumber, assign, gift-over, grant a security interest or participation interest in, hypothecate or otherwise convey any Holder Securities (or any right or interest therein) to any Person or group or Persons; (ii) enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Holder Securities; (iii) deposit any Holder Securities into any voting trust or enter into any voting arrangement with respect to any of the Holder Securities (other than pursuant to the Purchase Agreement); or (iv) agree or publicly disclose any intention to do any of the foregoing, in each case without your prior written consent; or (v) exercise any securityholder rights or remedies available at common law or pursuant to applicable Laws, or take any other action of any kind, in each case which would reasonably be regarded as likely to delay or interfere with the completion of, the Proposed Transaction; and
6. to promptly notify Golden Tag of any new securities of the Company acquired by the Shareholder after the execution of this letter agreement, acknowledging that such new securities will constitute Holder Securities subject to the terms of this letter agreement.

## **REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER**

The Shareholder hereby represents and warrants as follows to Golden Tag, and acknowledges that Golden Tag is relying upon such representations and warranties in connection with entering into this letter agreement that: (a) they have the requisite legal capacity and authority to execute and deliver this letter agreement and to perform the transactions contemplated hereunder and the execution and delivery of, and the performance by the Shareholder of, the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action, (b) this letter agreement has been duly executed and delivered and constitutes a legal, valid and binding agreement enforceable against the Shareholder in accordance with its terms and no other corporate proceedings on its part are necessary to authorize this letter agreement, subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction, (c) the execution and delivery of this letter agreement or the compliance by the Shareholder of their obligations hereunder will not violate, breach, contravene, or constitute a default under any provision (i) of any agreement or instrument to which the Shareholder is a party or by which the Shareholder or any of their property or assets is bound, or (ii) to their knowledge, of any applicable Laws, (iii) of any note, bond, mortgage, indenture or contract or agreement to which the Shareholder is party or by which it is bound, or (iv) of any judgment, decree, order or award of any Governmental Authority or arbitrator, (d) the Shareholder is the sole registered or beneficial owner of the Holder Securities, with good title thereto free and clear of any and all Liens, (e) the Shareholder has the sole and exclusive right to

vote (if applicable) and sell all of the Holder Securities, and, other than pursuant to this letter agreement, none of the Holder Securities is 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 shareholders or give consents or approvals of any kind, (f) no person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Holder Securities or any interest therein or right thereto, (g) the only securities of the Company registered in the Shareholder name or beneficially owned by the Shareholder and/or over which the Shareholder exercises control or direction, directly or indirectly, on the date hereof are the Holder Securities set forth on the first page hereof, (h) no sanction, ruling, consent, order, exemption, permit, declaration, filing, waiver or other approval of any Governmental Entity or other Person is required to be obtained by the Shareholder in connection with the execution and delivery of this letter agreement, the performance of their obligations hereunder and the consummation by the Shareholder of the transactions contemplated hereby, and (i) there is no claim, action, lawsuit, arbitration, mediation or other proceeding pending or, to the knowledge of the Shareholder, threatened against the Shareholder that would reasonably be expected to have an adverse impact on the validity of this letter agreement or any action taken or to be taken by the Shareholder in connection with this letter agreement.

## **REPRESENTATIONS AND WARRANTIES OF GOLDEN TAG**

Golden Tag represents and warrants as follows and acknowledges that the Shareholder is relying upon such representations and warranties in connection with the entering into of this letter agreement: (a) Golden Tag is a corporation duly organized under the laws of Canada and is validly existing, (b) Golden Tag has the necessary corporate power and authority to enter into this letter agreement and to perform its obligations hereunder, (c) this letter agreement has been duly executed and delivered by Golden Tag and constitutes a legal, valid and binding obligation of Golden Tag, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity, and (d) the authorization of this letter, the execution and delivery by Golden Tag of this letter agreement and the performance by it of its obligations under this letter agreement, will not result (with or without notice or the passage of time) in a violation or breach of or constitute a default under any provision of its constating documents or by-laws.

## **NO LIMIT ON FIDUCIARY DUTIES**

Notwithstanding any provision of this letter agreement to the contrary, but subject to the terms and conditions of the Purchase Agreement, the Shareholder, in their capacity as director and/or officer of the Company and any of its Subsidiaries, shall not be limited or restricted in any way whatsoever in the exercise of their fiduciary duties as a director and/or officer of the Company and any of its Subsidiaries or required, in their capacity as a director and/or officer of the Company and any of its Subsidiaries, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of the directors, as applicable, of the Company or any of its Subsidiaries undertaken in the exercise of their fiduciary duties as contemplated in the Purchase Agreement.

## **DISCLOSURE AND ANNOUNCEMENT**

The Shareholder agrees that the details of this letter agreement may be described in any press release, information circular or other communication prepared by the Company in connection with the Proposed Transaction and in any material change report prepared by the Company in connection with the execution and delivery of this letter agreement and the Shareholder further agrees to this letter agreement being made publicly available, including by filing on SEDAR (including disclosure of their identity, ownership of Holder Securities and the nature of their commitments, arrangements and understandings under this letter agreement and any other information required by applicable Law), in accordance with applicable Canadian Securities Laws and the policies of the TSX Venture Exchange.

The Shareholder will not, directly or indirectly, make any public announcement with respect to the transactions contemplated herein or pursuant to the Purchase Agreement without the prior written approval of Golden Tag, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Golden Tag or the Shareholder shall be permitted to make any public announcement with respect to the transactions contemplated herein or pursuant to the Purchase Agreement without the prior written approval of the other party if: (a) the disclosure is required by Law; and (b) the party has first used its commercially reasonable efforts to consult with the other party about the form and substance of such disclosure, subject to the overriding obligations of Laws.

## **TERMINATION**

This letter agreement shall terminate and be of no further force or effect only upon the earliest of: (a) written consent provided by Golden Tag; (b) the termination of the Purchase Agreement in accordance with its terms therein; (c) FMS varying the terms of the Proposed Transaction in a manner that is materially adverse to the Shareholder, without the Shareholder's consent; and (d) the Effective Time.

## **MISCELLANEOUS**

This letter agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This letter agreement, together with the agreements and other documents herein or therein referred to, constitute the entire agreement between the Shareholder and the Company, hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

This letter agreement shall be binding upon the Company and the Shareholder and upon their respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that neither the Company nor the Shareholder may assign, delegate or otherwise transfer any of our respective rights, interests or obligations under this letter agreement without

the prior written consent of the other, except that the Company may assign, delegate or otherwise transfer any of their rights, interests or obligations under this letter agreement to an affiliate, without reducing the Company's obligations hereunder.

The Shareholder acknowledges and agrees that Golden Tag would be damaged irreparably in the event any of the covenants, representations, or other provisions of this letter agreement are not performed in accordance with their specific terms or otherwise are breached or violated by the Shareholder. Accordingly, the Shareholder agrees that, without posting bond or other undertaking, Golden Tag will be entitled to seek an injunction or injunctions to prevent breaches or violations of the provisions of this letter agreement and to seek to enforce by specific performance this letter agreement and the terms and provisions hereof in any claim (whether at law or in equity, whether civil or criminal), cause of action (whether in contract or tort or otherwise), hearing, charge, complaint, demand or notice to, from, by or before any Governmental Entity having jurisdiction over us and the matter in addition to any other remedy to which it may be entitled, at law or in equity and the Shareholder hereby waives any and all defences which could exist in the Shareholders' favour in connection with such enforcement and waive any requirement for security or the posting of any bond in connection with such enforcement.

The Shareholder acknowledge that the they: (a) have: (i) read this letter agreement in its entirety, understand it and agree to be bound by its terms and conditions; and (ii) been granted the opportunity to ask questions of, and to receive answers from, the Company's legal counsel concerning the terms and conditions of this letter agreement; (b) have been advised to seek independent legal advice with respect to the execution and delivery of this letter agreement and have received such advice or have, without undue influence, elected to waive the benefit of any such advice; and (c) is entering into this letter agreement voluntarily.

This letter agreement may only be amended, supplemented or otherwise modified by written agreement signed by the parties.

If any provision of this letter agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision shall be severed from this letter agreement and the remaining provisions shall remain in full force and effect.

This letter agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic mail) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this letter agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to the Company, upon which this letter as so accepted shall constitute an agreement among all parties.

*[Signature Pages to Follow]*

Yours truly,

**GOLDEN TAG RESOURCES LTD.**

*/s/ "Greg McKenzie"*

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Greg McKenzie  
Chairman & CEO

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

*/s/ "Greg McKenzie"*

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Name: Greg McKenzie