GOLDEN TAG RESOURCES LTD.

AND

FIRST MAJESTIC SILVER CORP.

SUPPORT AGREEMENT

DATED AS OF AUGUST 14, 2023

TABLE OF CONTENTS

SUPPORT AGREEMENT

THIS AGREEMENT dated as of the 14th day of August, 2023.

BETWEEN:

GOLDEN TAG RESOURCES LTD., a company existing under the laws of Canada (the "**Corporation**"),

- and -

FIRST MAJESTIC SILVER CORP., a company existing under the laws of the Province of British Columbia ("**First Majestic**").

WHEREAS:

A. The Corporation has acquired certain assets from First Majestic Plata S.A. de C.V. ("**First Majestic Sub**"), a wholly-owned subsidiary of First Majestic pursuant to which First Majestic shall receive Common Shares (as defined below) in accordance with the terms of the Acquisition Agreement (as defined below); and

B. As a condition of the Acquisition Agreement, the Corporation has agreed to grant certain rights to First Majestic which are set out herein, and First Majestic has agreed to certain obligations to the Corporation as set out herein and upon the terms and subject to the conditions set out herein.

NOW THEREFORE this Agreement witnesses that in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt, sufficiency and adequacy of which is hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) "**Acquisition Agreement**" means the Acquisition Agreement, dated December 7, 2022, entered into among the Corporation, First Majestic, and First Majestic Sub;

(b) "**Agreement**" means this agreement, including any amendments or restatements thereof;

(c) "**affiliate**" has the meaning given to that term in National Instrument 45-106 — *Prospectus Exemptions* of the Canadian Securities Administrators in effect on the date hereof, subject to the term "issuer" in such instrument being ascribed the same meaning as the term "person" in such instrument;

(d) "**Board**" means the board of directors of the Corporation;

(e) "**Business Day**" means any day except Saturday, Sunday or a statutory or civic holiday in the City of Vancouver, British Columbia or the City of Toronto, Ontario or any other day on which the Exchange or the principal chartered banks located in Vancouver, British Columbia or Toronto, Ontario are not open for business;

(f) "**Change of Control**" means (i) any acquisition transaction, amalgamation, arrangement, merger or other consolidation or combination involving the Corporation and another person, which results in such other person, including persons acting jointly or in concert with such other person, directly or indirectly (A) beneficially owning, or exercising control or direction over, voting securities of the Corporation carrying the right to cast more than fifty percent (50%) of the votes attaching to all voting securities of the Corporation, or (B) acquiring more than fifty percent (50%) of the assets and properties of the Corporation on a consolidated basis, (ii) a change in more than fifty percent (50%) of the members of the Board during any 12-month period which has not been consented to by a majority of the members of the incumbent Board, or (iii) any other event, transaction or series of events or transactions pursuant to which a Person acquires possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Corporation and/or its consolidated assets, whether by contract or otherwise;

(g) "**Closing Date**" means the closing date of the transactions contemplated by the Acquisition Agreement;

(h) "**Common Shares**" means the common shares in the share capital of the Corporation;

(i) "**Convertible Securities**" means any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exercisable or exchangeable for Common Shares;

(j) "**Corporation**" means Golden Tag Resources Ltd. and its successors and assigns;

(k) "**Equity Financing**" has the meaning set out in Section 2.1(a);

(l) "**Equity Financing Notice**" has the meaning set out in Section 2.1(a);

(m) "**Equity Securities**" means the Common Shares, the Convertible Securities or any other equity securities of the Corporation;

(n) "**Exchange**" means the TSX Venture Exchange, the Toronto Stock Exchange, or such other nationally recognized stock exchange on which the Common Shares may be listed from time to time;

(o) "**Excluded Issuance**" means the Issuance of any Equity Securities (a) in connection with or pursuant to any merger, business combination, exchange offer, take-over bid, arrangement, asset purchase transaction or other acquisition of assets or shares of a third party, (b) issued pursuant to a rights offering that is offered to all of the Corporation's shareholders; or (c) upon or resulting from a subdivision of the Common Shares (by a split of Common Shares or otherwise), payment of stock dividend, or any other recapitalization or reorganization transaction. For certainty, the limitation set forth in (b) above shall not limit any rights of First Majestic and/or their affiliates to participate in any rights offering by the Corporation on the same terms and conditions as all other existing shareholders of the Corporation;

(p) "**Exercise Notice**" has the meaning set out in Section 2.1(c);

(q) "**First Majestic**" has the meaning set out in the recitals to this Agreement;

(r) "**First Majestic's Percentage**" means, with respect to First Majestic, at any given time, the percentage equal to the fraction, the numerator of which is the Equity Securities, indirectly or directly, collectively owned, controlled or directed by First Majestic and any of its affiliates at such time and the denominator of which is, without giving effect to Top-Up Issuances for which First Majestic has not exercised or waived its related Top-Up Rights, the aggregate number of outstanding Equity Securities;

(s) "**Independent Expert**" means an investment bank or accountancy firm familiar with and having had recent and relevant experience in opining on the matters to be considered by shareholders, appointed by the Board in its sole discretion, and which is not acting in concert with nor is affiliated with any shareholder;

(t) "**Issuance**" has the meaning set out in Section 2.1(a);

(u) "**NI 62-104**" means National Instrument 62-104 – *Take-Over Bids and Issuer Bids* of the Canadian Security Administrators;

(v) "**Notice Period**" has the meaning set out in Section 2.1(c);

(w) "**Offer**" has the meaning given to the phrase "offer to acquire" in NI 62-104;

(x) "**Participation Right**" has the meaning set out in Section 2.1(b);

(y) "**person**" shall be broadly interpreted and includes any individual, corporation, partnership, joint venture, limited liability company, an unlimited liability company, association or other business entity and any trust, unincorporated organization or government or any agency or political subdivision thereof;

(z) "**Private Placement**" means a distribution of Equity Securities to subscribers in Canada in reliance on an exemption from the Prospectus Requirements under Securities Laws or in any other jurisdiction outside Canada in such manner that the sale is exempt from requirements which are substantially equivalent to the Prospectus Requirements in the jurisdiction in question in accordance with the securities laws of such jurisdiction, including but not limited to a sale in the United States to "accredited investors" or a "qualified institutional buyer" under the United States *Securities Act of 1933*, as amended;

(aa) "**Prospectus**" means a prospectus or preliminary prospectus, as those terms are defined in the Securities Act;

(bb) "**Prospectus Requirements**" means the obligation to prepare a Prospectus and obtain a receipt in connection with a distribution of securities in accordance with the Securities Act, as well as the equivalent obligations prescribed by other Securities Laws;

(cc) "**Public Offering**" means any distribution of Equity Securities to the public under a Prospectus in accordance with applicable Securities Laws of the relevant province or territory in Canada;

(dd) "**Relevant Control Proposal**" means any Offer, or other proposal or transaction involving a Change of Control of the Corporation;

(ee) "**Securities Act**" means the *Securities Act* (Ontario), as it may be amended or supplemented from time to time;

(ff) "**Securities Laws**" means, collectively, the applicable securities laws of each of the provinces and territories of Canada and the respective regulations, instruments and rules made under those securities laws, together with all applicable published policy statements, notices, blanket orders and rulings of the securities commissions or regulatory authorities of Canada and of each of the provinces and territories of Canada and the applicable rules and requirements of any stock exchange;

(gg) "**Top-Up Issuances**" means the Issuance of Equity Securities: (a) under compensatory plans or other plans to purchase Equity Securities in favor of the Corporation's management, directors or employees; and (b) upon the exercise or conversion of any Convertible Securities; and

(hh) "**Top-Up Rights**" has the meaning set out in Section 2.2(a).

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

(a) the terms "Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;

(b) references to an "Article" or "Section" followed by a number or letter refer to the specified Article or Section to this Agreement;

(c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(d) words importing the singular number only shall include the plural and *vice versa* and words importing the use of any gender shall include all genders;

(e) the word "including" is deemed to mean "including without limitation";

(f) the terms "party" and "the parties" refer to a party or the parties to this Agreement;

(g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time;

(h) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;

(i) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and

(j) whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

1.3 Governing Law

(a) This Agreement 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.

1.4 Severability

If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, such provision or application shall be unenforceable only to the extent of such invalidity or unenforceability, and the remainder of such provision and the application of such provision to persons or circumstances, other than the party as to which it is held invalid, and the remainder of this Agreement, shall not be affected.

1.5 Time of Essence

Time shall be of the essence of this Agreement.

1.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof.

ARTICLE 2
PARTICIPATION RIGHT

2.1 Participation Right

(a) For so long as First Majestic's Percentage is not less than 9.9% if the Corporation proposes to issue (each, an "**Issuance**") any Equity Securities, whether pursuant to a Public Offering (excluding, for greater certainty, the filing of a base shelf Prospectus, but including any Prospectus supplement filed pursuant to such base shelf Prospectus), a Private Placement or otherwise (an "**Equity Financing**") at any time after the date hereof, the Corporation shall provide First Majestic reasonable notice (the "**Equity Financing Notice**") of such intended Issuance as soon as practicable and, unless the Equity Financing is a "bought deal" Public Offering to be completed by way of a short form Prospectus, at least two (2) Business Days prior to the issuance of a press release or other public disclosure of such intended Issuance, including the expected type and number of Equity Securities, the expected price per Equity Security to be issued under the Equity Financing, the expected use of proceeds of the Equity Financing and the expected closing date of the Equity Financing, all to the extent known at the time.

(b) The Corporation agrees that, subject to the receipt of all required regulatory approvals (including the approval of the Exchange), First Majestic has the right (but not the obligation) (the "**Participation Right**") to subscribe for and to be issued as part of any Equity Financing, at the subscription price or exercise price per Equity Security pursuant to the Equity Financing, and otherwise on substantially the same terms and conditions, of the Equity Financing, such number of Equity Securities that will allow First Majestic to maintain the same First Majestic's Percentage in the Corporation that First Majestic held immediately prior to the close of such Equity Financing after giving effect to any similar participation rights granted by the Corporation to any of its shareholders, up to a maximum First Majestic's Percentage equal to 19.9% upon the completion of the Equity Financing in which the Participation Right was exercised.

(c) If First Majestic wishes to exercise the Participation Right in respect of a particular Equity Financing, First Majestic shall give written notice to the Corporation (the "**Exercise Notice**") of the exercise of such right and of the number of Equity Securities that First Majestic wishes to purchase (i) subject to (ii) below, within three (3) Business Days following the receipt by First Majestic of the Equity Financing Notice; or (ii) notwithstanding (i), in the event the Equity Financing is a "bought deal" Public Offering to be completed by way of a short form Prospectus (a) no later than 7:00 a.m. (eastern time) on the Business Day immediately following the date on which the Equity Financing Notice is received, provided it was received prior to 5:00 p.m. (eastern time) on such Business Day, or (b) no later than 12:00 p.m. (eastern time) on the Business Day immediately following the date on which the Equity Financing Notice is received, in the event it is received after 5:00 p.m. (in each of the aforementioned cases, the "**Notice Period**"), provided that where First Majestic fails to provide an Exercise Notice within the time period specified in (ii) above but within the time period specified in (i) above, the

Corporation shall, if requested by First Majestic and subject to the receipt of all required regulatory approvals (including the approval of the Exchange), sell such Equity Securities to First Majestic on a Private Placement basis as soon as reasonably practicable following or concurrent with the closing of such Equity Financing. For greater certainty, in the event that First Majestic provides an Exercise Notice within the time period specified in (ii) above, First Majestic will be entitled to participate in the Corporation's "bought deal" Public Offering. If First Majestic does not provide an Exercise Notice within the applicable Notice Period specified in (i) or (ii) above, as applicable, First Majestic will not be entitled to exercise the Participation Right in respect of such Equity Financing. If First Majestic does not exercise the Participation Right, the Corporation may during the sixty (60) days following the end of the Notice Period proceed to implement the Equity Financing materially on the same terms (or on better terms to the Corporation) as were made available to First Majestic and if the Equity Financing is not so implemented within the said sixty (60) days, the Corporation must again meet its obligations under this Article 2.

2.2 Top-Up Rights

(a) For so long as an First Majestic’s Percentage is not less than 9.9% in the event that First Majestic’s Percentage decreases as a result of Top-Up Issuances, First Majestic shall have the opportunity to subscribe for such number of Equity Securities at the next Equity Financing of the Corporation (in addition to any Equity Securities which First Majestic is entitled to purchase with regards to such Equity Financing under Section 2.1) that will allow First Majestic to maintain the same First Majestic's Percentage held by them prior to the closing of the Top-Up Issuances (each a “**Top-Up Right**”) up to a maximum First Majestic's Percentage equal to 19.9%.

(b) The Corporation shall provide First Majestic notice that First Majestic’s Percentage has decreased as a result of a Top-Up Issuance as soon as reasonably practicable, including the number of Equity Securities that First Majestic would be required to subscribe for at the next Equity Financing to maintain the same First Majestic's Percentage held by it prior to the closing of the Top-Up Issuance. The Corporation shall also include this information in the next Equity Financing Notice provided to First Majestic.

(c) If First Majestic wishes to exercise its Top-Up Right following the receipt of an Equity Financing Notice in relation to the exercise of a related Top-Up Right, First Majestic shall give an Exercise Notice (otherwise in accordance with Section 2.1) of the exercise of such Top-Up Right and of the number of Equity Securities that First Majestic wishes to purchase prior to the applicable Notice Period.

2.3 Closing

(a) If the Corporation receives an Exercise Notice in accordance with Section 2.1 from First Majestic within the Notice Period specified in Section 2.1, then the Corporation shall, subject to the receipt and continued effectiveness of all required regulatory approvals (including, without limitation, the approval of the Exchange), which approvals the Corporation shall use all commercially reasonable efforts to promptly obtain (such efforts to include applying for any necessary price protection confirmations or seeking shareholder approval (if required) in the manner described below) and the closing of the relevant Equity Financing, issue to First Majestic, against payment of the subscription price payable in respect thereof, that number of Equity Securities, as applicable, set forth in the Exercise Notice.

(b) If the Corporation is required, under applicable laws and/or the rules of the Exchange, to seek shareholder approval for the issuance of the Equity Securities to First Majestic pursuant to Section 2.1, the Corporation shall seek the approval from its shareholders at its next annual meeting of shareholders and shall recommend the approval of such Equity Securities in the management information circular for the shareholder meeting. For greater certainty, the Corporation may close the Equity Financing prior to obtaining shareholder approval.

(c) The issuance of any Equity Securities to First Majestic (whether pursuant to a Public Offering or a Private Placement) pursuant to the terms of this Agreement shall occur concurrently with the completion of the Equity Financing, except as specifically set out in Section 2.3(b) where the Corporation is required to obtain shareholder approval prior to the issuance of Equity Securities to First Majestic.

2.4 Excluded Issuances

Notwithstanding anything to the contrary contained herein, Sections 2.1, 2.2 and 2.3 will not apply to any Excluded Issuances, and for greater certainty, Section 2.1 will not apply to Top-Up Issuances.

2.5 Confidentiality

Until the public disclosure of an Equity Financing, First Majestic shall maintain the confidentiality of any information relating to such Equity Financing (including the Equity Financing Notice provided to First Majestic in relation therewith), provided, however, that First Majestic may disclose the terms of the Equity Financing to its affiliates, as well as its and their respective directors, officers, employees, consultants and advisors, for the sole purpose of permitting First Majestic to evaluate First Majestic's exercise of its Participation Right, provided further, however, that First Majestic shall direct its affiliates, as well as its and their aforementioned representatives to comply with the confidentiality obligations set forth in this Section 2.5.

ARTICLE 3
VOTING

3.1 Voting with Board Recommendation

During the duration of the period that is the longer of: (i) until May 31, 2024, and (ii) First Majestic's Percentage being greater than 19.9%, First Majestic agrees: (A) that, other than with respect to a Relevant Control Proposal, they shall either abstain or vote in accordance with the recommendation of the Board on any resolution put forth to shareholders whether at a meeting of shareholders of the Corporation or via any written resolution in lieu of such meeting, including in respect of the appointment or removal of any director of the Corporation, and (B) that, other than with respect to a Relevant Control Proposal, they shall not vote in favor of any resolution, including any resolution or director nominee put forth by a shareholder of the Corporation at a meeting of shareholders of the Corporation or via any written resolution in lieu of such meeting, that has not been approved by the management of the Corporation.

ARTICLE 4
STANDSTILL

4.1 Standstill

During the duration of the period that is the longer of: (i) until May 31, 2024, and (ii) the First Majestic's Percentage being greater than 19.9%, First Majestic agrees that neither First Majestic nor any of its Affiliates (regardless of whether such person is an Affiliate of First Majestic on the date hereof) will, directly or indirectly, without the prior written consent of the Corporation: (a) except in accordance with Section 3.1, make or in any way participate, directly or indirectly, in any solicitation of votes or proxies in respect of any Common Shares (other than in connection solely with annual general meetings of shareholders of the Corporation, but, for greater certainty, excluding any special business thereat) or in any manner advise, influence or seek to influence any other person with respect to the voting of any voting securities of the Corporation; (b) form, join or participate in any group acting in concert with respect to any voting securities of the Corporation; (c) make any formal written proposal for or offer in relation to any transaction involving the Corporation or any of its subsidiaries or their respective securities or assets (including, without limitation, a reorganization, amalgamation, plan of arrangement, merger or other business combination); (d) commence a take-over bid or exchange offer for any of the Corporation's securities; (e) initiate any discussions or enter into any agreement, commitment or understanding with any person other than the Corporation with respect to a transaction or other matter listed in paragraphs (a) through (d) of this Section 4.1; (f) make any public announcement with respect to any of the transactions or other matters listed in paragraphs (a) through (e) of this Section 4.1 or any intention, plan or arrangement with respect thereto; (g) assist, advise, influence or encourage any person in doing any of the things listed in paragraphs (a) through (f) of this Section 4.1; or (h) otherwise act alone or jointly in concert with others to seek control of the management, board of directors or policies of the Corporation or any of its subsidiaries.

The provisions of this Section 4.1 shall cease to apply in the event that: (i) any third party which is at arm's length to the Corporation and First Majestic makes a public announcement of an intention to make a take-over bid (as defined in Multilateral Instrument 62-104 – *Take-Over Bids and Issuer Bids*, of the Canadian Securities Administrators) to acquire issued common shares of the Corporation, provided that, if no take-over bid is made by such third party following such announcement, the foregoing provision shall be reinstated; or (ii) the Corporation announces that it has entered into an agreement pursuant to which it will carry out any amalgamation, merger, arrangement, corporate reorganization or business combination or any sale of all or substantially all of its assets or any similar or analogous transaction (a "**Merger**") under which the shareholders of the Corporation will upon completion of the Merger hold less than 51% of the shares of the entity resulting from such Merger. Notwithstanding anything else in this Section 4.1, First Majestic shall be entitled at any time to make a confidential proposal (a "**Proposal**") to the board of directors of the Corporation regarding any of the transactions or activities contemplated in this Section 4.1, to enter into discussions or negotiations with the board of directors of the Corporation (or with one or more individuals designated by the board of directors for such purpose) with respect to the terms of any such Proposal and to enter into any agreement with the Corporation providing for the consummation of such Proposal.

ARTICLE 5
MISCELLANEOUS

5.1 Termination

This Agreement shall terminate and all rights and obligations hereunder shall cease immediately with respect to a party at such time as First Majestic's Percentage is less than 9.9%. Upon termination of this Agreement with respect to a party, such party shall cease to have any further obligations or liabilities hereunder; provided, that such termination shall not relieve any party from liability for any breach of this Agreement prior to such termination. For greater certainty.

5.2 Notices

All notices, requests, claims, demands or other communications hereunder shall be in writing and shall be deemed given when delivered personally or by pre-paid courier, upon receipt of a transmission confirmation if sent by email or other like electronic transmission (with confirmation) and on the next Business Day when sent by overnight courier to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) First Majestic Silver Corp.
Suite 1800- 925 West Georgia Street
Vancouver, British Columbia V6C 3L2

Attention: Keith Neumeyer, President & CEO
Email: [redacted]

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

Bennett Jones LLP
2500 Park Place
666 Burrard Street
Vancouver, British Columbia V6C 2X8

Attention: James Beeby
Email: [redacted]

(b) To the Corporation:

Golden Tag Resources Ltd
Bay Adelaide Centre
22 Adelaide Street West, Suite 2020
Toronto, Ontario
M5H 4E3

Attention: Greg McKenzie, President and CEO
Email: [redacted]

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

McMillan LLP
Brookfield Place,
181 Bay Street, Suite 4400,
Toronto, Ontario
M5J 2T3

Attention: Cynthia Sargeant
Email: [redacted]

5.3 Consent to Public Disclosure

First Majestic hereby acknowledges that the Corporation may file a copy of this Agreement on SEDAR. The Corporation shall not file a copy of this Agreement on SEDAR without reasonable prior consultation with First Majestic and the parties shall consult with each other with respect to any proposed redactions to this Agreement in compliance with Securities Laws before it is filed on SEDAR.

5.4 Execution in Counterpart

This Agreement may be executed in one or more counterparts (by manual or electronic signature), each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and receipt of a electronic version or PDF version of an executed signature page by a party shall constitute satisfactory evidence of execution of this Agreement by such party.

5.5 Amendment and Waiver

This Agreement or any provision hereof may not be amended except in writing signed by each of the parties hereto expressly so modifying such agreement or provision. The agreements set forth in this Agreement may be modified or waived only in writing by the party to whom such compliance is owed. It is further understood and agreed that no failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

5.6 Assignment

Neither party may assign this Agreement or any interests, rights or benefits therein or thereunder without the prior written consent of the other party.

5.7 Successors and Substitute Securities

In the event that any party proposes to enter into any acquisition, amalgamation, arrangement, merger or combination or any transaction pursuant to which another person or a successor to such party becomes bound by the provisions of this Agreement by agreement or by operation of law, the person resulting from such acquisition, amalgamation, arrangement, merger, combination or transaction shall enter into an agreement in form and substance satisfactory to the other party pursuant to which such person agrees to be bound by this Agreement as though it were a party hereto in the place of the party entering into the acquisition, amalgamation, arrangement, merger, combination or transaction.

The provisions of this Agreement shall apply, to the full extent set forth herein with respect to the Equity Securities held by First Majestic, to any and all equity securities of any successor or assign of the Corporation (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution of the Equity Securities held by First Majestic, in each case as the amounts of such securities outstanding are appropriately adjusted for any equity dividends, splits, reverse splits, combinations, recapitalizations and the like occurring after the date of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

FIRST MAJESTIC SILVER CORP.

By: *"Keith Neumeyer"*
Name: Keith Neumeyer
Title: CEO & President

GOLDEN TAG RESOURCES LTD.

By: *"Greg McKenzie"*
Name: Greg McKenzie
Title: President & CEO