

LICENSE AGREEMENT

GRAN COLOMBIA GOLD CORP.

and

GRAN COLOMBIA GOLD SEGOVIA S.A.

and

GRAN COLOMBIA GOLD SEGOVIA SUCURSAL COLOMBIA

and

1255269 B.C. LTD.

and

INDUSTRIAS ARGENTUM S.A.S.

October 26, 2020

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is made as of October 26, 2020

AMONG:

GRAN COLOMBIA GOLD CORP., a company incorporated under the Laws of the Province of British Columbia and having an office address at 401 Bay Street, Suite 2400, P.O. Box 15, Toronto, Ontario, Canada M5H 2Y4 ("**GCG Canada**").

- and -

GRAN COLOMBIA GOLD SEGOVIA S.A., a company formed and organized under the Laws of Panama ("**GCG Segovia**") acting through its Colombian branch **GRAN COLOMBIA GOLD SEGOVIA SUCURSAL COLOMBIA**, with local domicile in Medellín (Antioquia) in the Republic of Colombia ("**GCG Branch**" and together with GCG Segovia, the "**Owner**").

- and -

1255269 B.C. LTD. a company incorporated under the Laws of the Province of British Columbia and having an office address at Suite 4605, 311 Bay Street, Toronto, Ontario, M5H 4G5, Canada ("**BC Co**").

- and -

INDUSTRIAS ARGENTUM S.A.S., a body corporate incorporated and existing under the laws of Colombia with domicile in Barranquilla and having its head office at Km. 15, Vía Las Palmas, Mall Viva Palmas, oficina 302, Envigado, Antioquia, Colombia ("**Licensee**").

WHEREAS:

- A. Owner is the sole and exclusive owner and holder of that certain private property recognition decision set out under Resolution 410 dated April 4th, 1983 issued by the Ministry of Mines and Energy of the Republic of Colombia and registered with National Mining Registry - RMN number EDKE-01 for file R140011 as from May 16th, 1990 (the "**Mining Title**") for lands located in and around Segovia, Antioquia (Republic of Colombia).
- B. Owner has been conducting and expects to continue developing mining operations under the Mining Title in areas located within the limits set out under the Mining Title (the "**Owner Mining Operations**").
- D. Within the area of the Mining Title lies a sub-area of approximately 386 hectares delimited as shown in Schedule A hereof, with potential for gold, silver and other mineral mining (the "**Chicharron Area**").
- E. Owner is not conducting and shall refrain from conducting any and all mining operations in the Chicharron Area except as may be provided in this Agreement.

- F. On or around February 9th, 2017 Owner (under its former name Zandor Capital, S.A.), and Gisborne Capital Inc. (“**Gisborne**”) entered into a Joint Venture Agreement (the “**Gisborne Joint Venture Agreement**”) pursuant to which Zandor made the Chicharron Area available to Gisborne to conduct exploration, mining, processing and commercialization activities (the “**Chicharron Mining Operations**”) at the sole expense of Gisborne. Zandor and Gisborne would participate in the results of the Chicharron Mining Operations as provided in the **Gisborne Joint Venture Agreement**.
- G. Gisborne assigned to Licensee its contractual position in the Joint Venture Agreement after securing the approval of Zandor. Zandor and Licensee entered into an amended and restated joint venture agreement dated September 27th, 2017 and subsequently Zandor and Licensee entered into a certain *Second Amended and Restated Joint Venture Agreement* dated May 22nd, 2018 (the “**Argentum Joint Venture Agreement**”). Pursuant to the Argentum Joint Venture Agreement, Zandor and Licensee agreed, among other things, that (i) the participating interests of Zandor and Licensee would initially be 70% Licensee and 30% Zandor and (ii) Licensee would provide funding for all operations necessary to undertake and perform the Chicharron Mining Operations and Zandor would provide funding for any maintenance fees, as defined in the Argentum Joint Venture Agreement, and for any costs for ensuring that Licensee would have access to the Chicharron Area and the Chicharron Mining Operations.
- I. On or about June 2018 Zandor changed its name to **Gran Colombia Gold Segovia S.A.** and all rights and obligations of Zandor under the Argentum Joint Venture Agreement became, by operation of law, rights and obligations of Owner.
- J. Pursuant to the certain ‘*Joint Venture Interest Purchase Agreement*’ entered into between a number of parties (including but not limited to Owner and Licensee) dated July 20th, 2018 (the “**JVIP Agreement**”) and as further effected pursuant to the ‘*Joint Venture Interest Assignment Agreement*’ between a number of parties (including but not limited to Owner and Licensee) dated July 20th, 2018 (the “**JVIA Agreement**”) and, together with the JVIP Agreement, the “**JVI Agreement**”), among others, Owner transferred to Licensee (i) an undivided 30% carried participating interest in the Argentum Joint Venture Agreement; (ii) the contractual position, rights, obligations and interests in the Argentum Joint Venture Agreement; and (iii) the exclusive, unconditional, irrevocable and absolute authorization to conduct any and all mining operations including any exploration, extraction, exploitation, production, processing, transportation, sale, marketing, supply and delivery of any and all minerals in the Chicharron Area in accordance with the provisions of this Agreement.
- K. Pursuant to a purchase agreement dated August 28, 2020, BC Co. indirectly acquired all of the issued and outstanding shares of Licensee and certain other related assets and in connection therewith Gold X Mining Corp. transferred and assigned all of its contractual rights, obligations and interests in the JVIA Agreement to BC Co. pursuant to an assignment and novation agreement dated August 28, 2020. As a result of the consummation of the transaction or series of transactions set out above, Owner, BC Co and Licensee wish to fully amend and restate their rights, obligations and interests arising out of the Argentum Joint Venture Agreement in the form of this License Agreement.
- L. This License Agreement fully and absolutely consolidates any and all terms and conditions to which Owner, BC Co. and Licensee will remain bound to and, as from the Effective Date hereof, the Argentum Joint Venture Agreement will no longer be in effect or valid.

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

Article 1. DEFINITIONS

1.1 Definitions

In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

“Agreement” means this License Agreement, including the Schedules hereto, as amended or supplemented from time to time.

“Applicable Laws” means the laws of the Republic of Colombia.

“Argentum Joint Venture Agreement” has the meaning set forth in Recital G of this Agreement.

“Assets Pledge” means any that certain ‘*General Pledge of Assets*’ entered into between Owner and Equity Financial Trust Company dated October 26th, 2012 in respect of all assets of Owner by means of the public deed N° 26,179 dated November, 2012 authorized by Notary 4th of the Circuit of Panamá, as amended pursuant to ‘*Enmienda al Acuerdo de Prenda General de Activos*’ dated April 30th, 2018 and Public Deed No. 5437 of April 30th, 2018 of Notary Public No. 1st of the Circuit of Panamá.

“BC Co.” shall mean 1255269 B.C. Ltd. a company incorporated under the Laws of the Province of British Columbia and having an office address at Suite 4605, 311 Bay Street, Toronto, Ontario, M5H 4G5, Canada, acting as parent company of the Licensee.

“Branch Pledge” means any that certain ‘*Contrato de Prenda Abierta sobre Establecimiento de Comercio*’ entered into between Owner and TSX Trust Company dated October 26th, 2012 in respect of commercial establishment registered under number mercantile number 02296766 of Bogota and of any future commercial establishments created by Owner, as amended pursuant to ‘*Otrosí 1 al Contrato de Prenda Abierta sobre Establecimiento de Comercio*’ dated October 26th, 2012, ‘*Otrosí 2 al Contrato de Prenda Abierta sobre Establecimiento de Comercio*’ dated March 13, 2013 ‘*Otrosí 3 al Contrato de Prenda Abierta sobre Establecimiento de Comercio*’ dated December 21st, 2016, ‘*Otrosí 4 al Contrato de Prenda Abierta sobre Establecimiento de Comercio*’ dated June 8th, 2017, and ‘*Otrosí 5 al Contrato de Prenda Abierta sobre Establecimiento de Comercio*’ dated April 30th, 2018 as registered before the Colombian national registry of liens over movable assets under number 20140820000060400 as of August 20th, 2014.

“Business Day” means any day other than a Saturday, Sunday and any statutory holiday in either Toronto, Canada, Denver, Colorado, or Bogota, Colombia.

“Centre of Arbitration” means the ‘*Centro de Arbitraje y Conciliación*’ of the Chamber of Commerce of Bogotá.

“Chicharron Area” has the meaning set forth in Recital D of this Agreement.

“Chicharron Mining Operations” means the Development, Exploration, Mining, transport, Processing and Commercialization activities in connection with Ore from the Chicharron Area and in accordance with the terms of this Agreement.

“Claim” means any act, demand, legal proceeding, assessment, ‘*requerimiento*’, or judgment, or settlement or compromise relating thereto, or any other state of facts which may give rise to a right to indemnification under Section 12.1.

“Claim Notice” means a written notice of a Claim specifying in reasonable detail the specific basis of the Claim, the specific nature of the Losses and the estimated amount of such Losses.

“Commercialization” means the marketing, sale, supply, export, refining, forwarding, hedging and other operations or transactions related to the disposal of Products for profit.

“Confidential Information” shall mean all information, data, knowledge, and know-how (including, but not limited to, formulas, patterns, compilations, programs, devices, methods, techniques and processes) that derives independent economic value, actual or potential, as a result of not being generally known to, or readily ascertainable by, third parties and which is the subject to efforts that are reasonable under the circumstances to maintain its secrecy, including all analyses, interpretations, compilations, studies and evaluations of such information, data, knowledge and know-how generated or prepared by or on behalf of either Party.

“Development” means any and all preparation (other than Exploration) for the removal and recovery of Ore, including but not limited to the construction and installation of facilities or any other improvements to be used for the Mining, handling, transport and delivery of Ore, and all related Environmental Compliance.

“Direct Claim” means any Claim asserted against an Indemnified Party that is paid or payable to, or claimed by, any Party or an affiliate of a Party to this Agreement.

“Dispute” means any difference or dispute howsoever arising between two or more Parties in Dispute out of or in connection with this Agreement.

“Dispute Notice” means the notice of a Party in Dispute to each other Party in Dispute.

“Effective Date” shall have the meaning set out in Section 2.1 of this Agreement.

“Encumbrance” means, whether or not registered or registrable or recorded or recordable, and regardless of how created or arising:

- (i) mortgage, bond, assignment of receivable, lien, encumbrance, registration of a claim (*inscripción de demanda*), adverse claim, charge, easement, usufruct, execution, title defect, exception, right of pre-emption, privilege, security interest, civil fiduciary/trust arrangement (*fiducia civil*) hypothec or pledge, whether fixed or floating, against assets or property (whether real, personal, mixed, tangible or intangible), conditional sales contract, title retention agreement, and a subordination to any right or claim of others in respect thereof;
- (ii) a claim, interest or estate against or in assets or property (whether real, personal, mixed, tangible or intangible), granted to or reserved or taken by any Person;
- (iii) a condition, option or other right to acquire, or to acquire any interest in, any assets or property (whether real, personal, mixed, tangible or intangible);
- (iv) any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible);
- (v) any agreement to create, or right capable of becoming, any of the foregoing;
- (vi) any other existing or potential restriction of the ownership.

“Environment” means the totality of surrounding natural conditions including air, surface water, underground water, ground water, land surface, subsurface strata, any land, soil or underground space even if submerged under water or covered by a structure, all living organisms and interacting natural systems that include components of air, land, water, organic and inorganic natural matters and living organisms and environment or natural environment as defined in any Environmental Law and **“Environmental”** shall have a similar extended meaning.

“Environmental Compliance” means actions performed during or after Operations to comply with the requirements of all Environmental Laws.

“Environmental Laws” means all Applicable Laws relating in whole or in part to the Environment and includes those relating to pollution or protection of the Environment or natural resources and the protection of public and employee health and safety.

“Environmental Permits” means any and all Licences issued by any Governmental Authority or under any Environmental Laws required with respect to the Argentum Mining Operations.

“Execution Date” means the date of the execution and delivery of this Agreement by the Parties.

“Existing Data” means maps, drill logs and other drilling data, core tests, pulps, reports, surveys, assays, analyses, production reports, operations, technical, accounting and financial records and other material information developed in operations on the properties prior to the Effective Date.

“Existing Encumbrances” means any of the (i) the Mining Production Pledge, (ii) the Branch Pledge, (iii) the Assets Pledge, or (iv) the Mortgages.

“Exploration” means any and all activities conducted by Licensee in order to determine the existence, location, quantity, quality or commercial value of deposits of silver or gold Ore.

“Facilities” means the “*Maria Dama*” mineral processing facility owned by Owner and located in the Segovia municipality, Antioquia, Colombia.

“Further Assurances Request” or **“Request”** has the meaning set forth in Section 3.4 of this Agreement.

“GCG Canada” shall refer to Gran Colombia Gold Corp., a company incorporated under the Laws of the Province of British Columbia and having an office address at 401 Bay Street, Suite 2400, P.O. Box 15, Toronto, Ontario, Canada M5H 2Y4 acting as parent company of the Owner.

“Gisborne” has the meaning set forth in Recital F of this Agreement.

“Gisborne Joint Venture Agreement” has the meaning set forth in Recital F of this Agreement.

“Governmental Authority” means any Canadian, Colombian, Panamanian or foreign federal, provincial, state, municipal, county or regional government or governmental or regulatory authority, domestic or foreign, and includes any department, commission, bureau, board, legislative body, administrative agency, judicial court, tribunal, judge, justice, chancellor, arbitrator and any administrative or regulatory body of any of the foregoing.

“Hazardous Substance” means any chemical, mineral, material or substance in any form, whether solid, liquid, gaseous, semisolid or any combination thereof, whether waste material, raw material, finished product, intermediate product, by-product or any other material or article, that is listed or regulated under

any Environmental Laws as a hazardous substance, toxic substance, waste or contaminant or is otherwise listed or regulated under any Environmental Laws including radioactive solids or dust particles, tailings, radon gas, petroleum products, asbestos, PCBs, urea formaldehyde foam insulation and lead-containing paints or coatings.

“Indemnified Party” means any Person entitled to indemnification under this Agreement.

“Indemnifying Party” means any Party obligated to provide indemnification under this Agreement.

“Information” means all information (whether oral or in writing, or stored in computerized, electronic, disk, tape, microfilm or other form) furnished by a Party, its affiliates, and their respective Representatives, and all analyses, compilations, data, studies or other documents or records prepared by a Party or its Representatives containing or based, in whole or in part, upon any such furnished information or derived from access provided by a Party, its affiliates, and their respective Representatives, and each item thereof, whether obtained before or after the Execution Date.

“International Rules of Arbitration” shall mean the ‘*Reglamento de Arbitraje Comercial Internacional*’ of the Centre of Arbitration of the Chamber of Commerce of Bogotá.

“JVI Agreement” has the meaning set forth in Recital J of this Agreement.

“JVIA Agreement” has the meaning set forth in Recital J of this Agreement.

“JVIP Agreement” has the meaning set forth in Recital J of this Agreement.

“Law” or **“Laws”** means all applicable federal, state, provincial, local or municipal statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, approvals or awards, policies, voluntary restraints, guidelines or any provisions of such laws, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used; and **“Applicable Law”** means any one of foregoing.

“License” shall have the meaning set out in Section 2.1 of this Agreement.

“Local Hour” means the time zone applicable to the Republic of Colombia as held by the National Metrology Institute of the Republic of Colombia (or the Governmental Authority that replaces or substitutes it in the exercise of such public functions and competences);

“Material Loss” shall have the meaning set out in Section 12.1.

“Mining” means the extraction of minerals, as well as any and all associated activities with such extraction for the purpose of making minerals available for transportation to the Facilities, including Environmental Compliance.

“Mining Operator” means the entity to be contracted by Licensee (prior written approval by Owner) to conduct mining operations in the Chicharron Area.

“Mining Production Pledge” means that certain ‘*Contrato de Prenda Minera Abierta y Sin Tenencia*’ entered into between Owner and Equity Financial Trust Company dated October 26th, 2012 in respect of future production of gold, silver and its concentrates derived from the Mining Title, as amended pursuant to ‘*Otrosí 1 al Contrato de Prenda Minera*’ dated June 20th, 2013, ‘*Otrosí 2 al Contrato de Prenda Minera*’ dated December 21st, 2016, ‘*Otrosí 3 al Contrato de Prenda Minera*’ dated June 8th, 2017, and ‘*Otrosí 4 al*

Contrato de Prenda Minera ' dated July 31st, 2018 and registered before the Colombian national registry of liens over movable assets under number 20140820000014800 as of August 20th, 2014. "**Mining Title**" has the meaning set out in Recital A of this Agreement.

"Mortgages" means that certain mortgages granted by Gran Colombia Gold Segovia Sucursal Colombia through Public Deeds No. 3631 and 3632 of October 26, 2012 of Notary Public No. 44 of Bogota, Colombia and registered with the Public Registry Office of Segovia, Antioquia, Colombia, over the real estate properties "*La Iluminada*", "*Los Estancos*", "*Marmajón*" and "*Campamento La Salada*" identified with real estate registration numbers 027-18316, 027-16158, 027-50 y 027-24882, the mine and the on-site minerals located in such properties and the Private Property Acknowledgement RPP-140 (EDKE-01) (the Mining Title), as amended pursuant to Public Deeds No. 693 and 694 of April 24th, 2019 of Notary Public No. 47 of Bogota.

"National Mining Registry" shall mean that certain public registry of mining acts of the Republic of Colombia. "**Notices**" has the meaning set forth in Section 14.2.

"Obligated Party" has the meaning set forth in Section 8.4(a)(i).

"Option Term" has the meaning set forth in hereof.

"Order" means any order (including any judicial or administrative order and the terms of any administrative consent), judgment, decision, writ, injunction, decree, ruling or award of any court, tribunal, arbitrator or other Governmental Authority.

"ordinary course" means any transaction that constitutes an ordinary day-to-day business activity of a Person in accordance and consistent with its past business practices.

"Ore" means any material mined from the Chicharron Area with sufficient content of silver, gold or any other mineral mining to be, at the sole and absolute discretion of Licensee, economically processed for the recovery of precious metals.

"Owner Mining Operations" has the meaning set forth in Recital B of this Agreement.

"Parent Companies" means, simultaneously, GCG Canada and BC Co. and each individually, a "**Parent Company**".

"Parties" means, simultaneously, Owner and Licensee and each individually, a "**Party**".

"Parties in Dispute" means any Party and/or Parent Company to a Dispute.

"Permit" means all permits, licenses, license of obligation, approval, right, privilege, certificates, registrations, consents, authorizations, waivers, exemptions, orders, rulings, agreements, concession or franchise issued, granted, conferred or otherwise created by a Governmental Authority, including mineral licenses and claims and similar mineral tenures from, of or with any Governmental Authority.

"Permitted Encumbrances" means (i) any Existing Encumbrances, or (ii) any other Encumbrance that does not expressly exclude the Chicharron Area. "**Person**" means any individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, unincorporated organization or Governmental Authority.

“Processing” means the reception at the Facilities, crushing, milling, processing, treatment, weighing, sampling and/or assaying of any Ore produced in the Chicharron Area for the recovery of precious metals.

“Proceeding” means any action, claim, demand, lawsuit, audit, assessment, reassessment, arbitration, judgment, award, decree, order, injunction, prosecution and investigation, or other similar proceeding.

“Release” means any release, spill, leak, discharge, abandonment, disposal, pumping, pouring, emitting, emptying, injecting, leaching, dumping, depositing, dispersing, passive migration, allowing to escape or migrate into, onto or through the Environment (including within any building, structure, facility or fixture), whether intentional or inadvertent and regardless of when discovered, of any Hazardous Substance, including the abandonment or discarding of any Hazardous Substance in barrels, drums, tanks or other containers.

“Representative” means each director, officer, employee, agent, solicitor, accountant, consultant, or financial advisor of a Party and its affiliates and all other Persons acting for or in conjunction with such Party.

“Requested Party” has the meaning set forth in Section 3.5(a) of this Agreement.

“Requesting Party” has the meaning set forth in Section 3.5(a) of this Agreement.

“Statutory Plans” means all statutory plans for the benefit of any of the employees or contractual workers or persons who were employees or contractual workers of either of the Parties with which such Parties are required to comply, including plans administered pursuant to applicable health, workers’ compensation, workers’ safety and insurance and employment insurance legislation.

“Tax Returns” means all reports, returns, declarations, remittances, filings and other documents filed or required to be filed by a Person with any Governmental Authority in respect of Taxes or in respect of or pursuant to any taxing statute.

“Taxes” means all national, departmental, territorial or local taxes, assessments and similar charges of a Governmental Authority, including:

- (i) all income, franchise, capital, real property, land transfer, withholding, payroll, employer health, transfer, sales, use, excise, consumption, anti-dumping, countervailing, goods and securities, harmonized sales and value added taxes and all other taxes of any kind whatsoever for which a Person may have any liability, whether disputed or not, including any in trust or penalty or other addition to or on any of the foregoing; and
- (ii) assessments, charges, royalties, duties, rates, fees, imposts, levies or other governmental charges and interest, penalties or additions associated therewith.

“Terminating Party” has the meaning set forth in Section 8.3(a).

“Termination Date” means February 27, 2043.

“Third Party Claim” means any Claim asserted against an Indemnified Party that is paid or payable to, or claimed by, any Person who is not a Party or an affiliate of a Party.

1.2 Interpretation

In this Agreement:

- (a) **Headings and Sections** - The headings are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion thereof. References to an “**Article**”, “**Section**”, or “**Schedule**” followed by a number or letter refer to the specified Article or Section or Schedule to this Agreement.
- (b) **Including** - The word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope. Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (c) **Currency** - Except as otherwise specified, all references to currency mean lawful money of the United States of America.
- (d) **Successors** - A reference to an entity includes any successor to that entity.
- (e) **Approval or Consent** - A reference to “approval”, “authorization” or “consent” means written approval, authorization or consent.
- (f) **Delivery of Approval or Consent** - Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (g) **Number and Gender** - Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (h) **Severability** - If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transaction contemplated hereby is not affected in a manner materially adverse to a Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Transaction is fulfilled to the full extent possible.
- (i) **Statutory References** - A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (j) **Time** - Time is of the essence of this Agreement.
- (k) **Time Periods** - In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Toronto time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 5:00 p.m. (Toronto time) on the next Business Day.

- (l) **Entire Agreement** - This Agreement, together with the deeds, bills of sale, conveyances, transfers, assignments, instruments and other covenants contemplated herein constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. The Parties do not intend there to be any terms, conditions, rights, duties, obligations, representations, collateral agreements, waivers, arrangements or understandings between them, whether before or after the Execution Date and whether oral, by conduct or otherwise, relating to the Transaction except as expressly provided herein or as may be expressly provided in further agreements in writing signed by the Parties.
- (m) **Knowledge** - References in this Agreement to the “knowledge of Owner” means the actual knowledge of Lombardo Paredes after reasonable enquiry into the relevant subject matter.

1.3 Schedules

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part to this Agreement:

Schedule A	—	Chicharron Area Delimitation
Schedule B	—	Power of Attorney
Schedule C	—	Right of First Refusal

Capitalized terms used but not defined in the Schedules have the meanings given to them in this Agreement.

Article 2. THE LICENSE

2.1 Effective Date.

- (a) Subject to its terms and conditions, this License shall be fully and automatically effective in respect of the Chicharron Area as of 00:01 Local Hour of October 26, 2020 (the “**Effective Date**”).
- (b) This License granted pursuant to this Agreement will be valid until the Termination Date.
- (c) Except as otherwise expressly set forth herein, (i) the Parties hereto fully acknowledge and agree that this Agreement is intended to be and shall be construed as an absolute and comprehensive substitute to the JVI Agreement (which, for greater certainty, includes both the JVIP Agreement and the JVIA Agreement); and (ii) in furtherance of the foregoing but without limiting the generality thereof, this Agreement contemplates the full and absolute terms and conditions governing their relationship.

2.2 Conveyance of the License of the Chicharron Area.

- (a) Subject to its terms and conditions, Owner by virtue hereof irrevocably and absolutely conveys to the Licensee the full license, authority, permit and ability to conduct any and all Chicharron Mining Operations in the Chicharron Area at its absolute and full discretion, autonomy, control and responsibility (the “**License**”) free of any lien (other than a Permitted Encumbrance).

- (b) In furtherance of the terms of the License contemplated under section 2.2(a) of this Agreement but without limiting the generality thereof, Licensee shall enjoy the full and absolute discretion, autonomy, control and responsibility in the conduction of any and all Chicharron Mining Operations in the Chicharron Area and, accordingly, Licensee may conduct such operations at its sole and absolute discretion directly or through any number of contractors, sub-licensees, consultants, operators or any other third party as Licensee deems appropriate under the terms and conditions of this Agreement (without altering the extent of the responsibility of the Licensee under this Agreement).

2.3 Conduct of Operations:

- (a) For purposes of conducting Mining operations as well as transportation of Ore from the Chicharron Area to the Facilities, Licensee shall enter into a services agreement with the Mining Operator.
- (b) The provisions of this Section 2.3 will be applicable with preference to any other provisions of this Agreement until and unless the Parties agree otherwise.

Article 3. COVENANTS OF THE OWNER

3.1 Conduct of Operations

- (a) By virtue of this Agreement, Owner shall ensure that Licensee is absolutely able to conduct in its sole discretion, but in compliance with applicable law, required permits and reputable mining standards, and good mining practices in similar mining projects in the Republic of Colombia, the Chicharron Mining Operations.
- (b) Owner shall honor each and every covenant, obligation, duty or charge set out in this Agreement with the commercial good faith (*buena fe comercial*) and the careful diligence (*esmerada diligencia*) that a professional businessperson (*comerciante profesional*) employs in the dealings of its most important affairs.
- (c) In furtherance of Section 2.2 and Section 3.1(b) of this Agreement, but without limiting the generality thereof, Owner shall immediately, irrevocably and absolutely:
 - (i) Make the Chicharron Area available to Licensee for the Chicharron Mining Operations;
 - (ii) Ensure regulatory compliance and maintain the Mining Title in good standing and full compliance with the Applicable Laws (including Environmental Laws);
 - (iii) Grant, allow and provide full access and use of the land of the Chicharron Area by Licensee and shall facilitate relations with local communities and authorities;
 - (iv) Facilitate road linkage between the Chicharron Area and the location of the Facilities;
 - (v) Issue to Licensee all required authorizations, certificates, documents or instruments to conduct Mining operations in the Chicharron Area;
 - (vi) Provide to Licensee, on a confidential basis, all Existing Data related to the Chicharron Area;

- (vii) Perform any other activity necessary, appropriate or incidental to any of the foregoing or the activities set out under Section 3.1(a) hereof; and
 - (viii) Maintain the Mining Title in good standing, including payment of any applicable fees and compliance with all applicable regulations as well as of terms and conditions to ensure continuity of the Mining Title.
- (d) Owner shall make its best commercial efforts to ensure compliance with its obligations as set forth above. However, in case that the exercise of any of the rights of Licensee as described above are affected by actions of third parties, including any Governmental Authority, Owner will resort to available legal recourses and actions to protect the Licensee's rights, but will not be responsible or liable for any damages of Licensee resulting from such circumstances.

3.2 Power of Attorney

- (a) Owner shall grant on the Effective Date the Chicharron Area Power of Attorney substantially in the form set out in Schedule B of this Agreement, which shall be granted before a Colombian notary.

3.3 Encumbrances

Subject only to the provisions of Section 3.4,

- (a) Except for the Existing Encumbrances, Owner shall preserve the Chicharron Area, any and all mining rights and interests in respect of the Chicharron Area, any and all rights and interests in the production derived from the conduction of Operations undertaken in the Chicharron Area free and clear of any Encumbrances.
- (b) Except for the Existing Encumbrances and as to the extent permitted by law to carve out the Chicharron Area from the Mining Title, Owner shall not negotiate, grant, issue, arrange or otherwise permit the perfection of any Encumbrance in respect of or in any manner related to the Chicharron Area, any and all mining rights and interests in respect of the Chicharron Area, any and all mining rights and interests in respect of the Chicharron Area, any and all rights and interests in the production derived from the conduction of Operations undertaken in the Chicharron Area.

3.4 Further Assurances

- (a) Each of the Parties (the "**Requested Party**") hereto shall at all times and from time to time, including at all times from and after the Effective Date, upon any reasonable request of the other Party (the "**Requesting Party**"), promptly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement and such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested (a "**Further Assurances Request**" or "**Request**") from time to time in order to more effectively effectuate the transactions contemplated by this Agreement and the other documents contemplated herein and therein.
- (b) The Requested Party shall make its best commercial efforts to satisfy each Further Assurances Request within a term no longer than 15 Business Days upon receipt of the Request. In the event the Requested Party is not capable of satisfying the Further Assurances Request in a

timely manner it shall (a) notify the Requesting Party of this situation; and (b) authorize the Requesting Party to do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement and such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested under the Further Assurances Request, on behalf of the Requested Party.

3.5 Further Acknowledgments

The Parties acknowledge and agree that Owner shall, at all times during the term of this Agreement and subject to its terms and to compliance with Applicable Law, have the right to carry out directly or to contract with third parties the exploration and production of minerals in areas of the Mining Title different than the Chicharron Area.

3.6 Disclosures

Each of the Parties represents and warrants that it is unaware of any material facts or circumstances that have not been disclosed in this Agreement to the other Party, which should be disclosed to the other Party in order to prevent the representations and warranties in this Article from being materially misleading. Each such Party has provided to or made available for inspection by such other Party all information it believes to be relevant concerning the Assets, the Licenses and the Operations but does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information (except as provided in Section 4.1 or Section 6.1, as applicable) or as to the boundaries or value of the Assets, the Licenses and the Operations.

Article 4. REPRESENTATIONS AND WARRANTIES OF OWNER

4.1 Representations and Warranties of Owner

GCG Canada and Owner hereby represent and warrant to Licensee (but solely and exclusively in connection with the Chicharron Area) and BC Co as follows and acknowledges that Licensee is relying upon such representations and warranties in entering into this Agreement:

- (a) Due Incorporation – Owner is duly incorporated, organized, validly existing and in good-standing under the Laws of the Republic of Panama.
- (b) Parent Company – GCG Canada is the parent company of the Owner.
- (c) GCG Branch: The GCG branch:
 - (i) is duly registered and organized as a branch of GCG Segovia under the Laws of Colombia; and
 - (ii) as a branch of GCG Segovia has the same full corporate power, authority and capacity and is duly qualified to carry on its business as now conducted and to own its properties and assets, and to carry out its obligations under this Agreement as GCG Segovia.

- (d) Ability to Conduct Business - Owner is duly qualified, authorized and licensed, through its Branch, to conduct its respective business and is in good standing under the Laws of the Republic of Colombia.
- (e) No Dissolution – No proceedings have been taken or authorized by Owner or, to the knowledge of Owner, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of Owner.
- (f) Corporate Power and Authority – Owner has all necessary corporate power and capacity to execute and deliver, and to observe and perform their covenants and obligations under, this Agreement, and has taken all corporate or organizational action necessary to authorize the execution and delivery, and the observance and performance of their covenants and obligations under, this Agreement.
- (g) Enforceability - This Agreement is and, when executed and delivered, will be duly executed and delivered by Owner, and this Agreement constitutes and, when executed and delivered, will constitute, a legal, valid and binding obligation of Owner enforceable against Owner in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other Laws of general application limiting the enforcement of creditors' rights generally.
- (h) Mining Title Ownership – Owner is the sole and exclusive holder (titular) of the Mining Title.
- (i) Mining Title Good Standing – The Mining Title is in good standing as of the Effective Date and Owner has made its best efforts to ensure compliance with Applicable Laws to maintain the Mining Title in good standing. To the best of Owner's knowledge, there are no claims or demands brought against the Mining Title that could affect the enforceability of the obligations or undertakings of Owner under this Agreement.
- (j) No Mining Title Encumbrances - The Mining Title is free of any Encumbrances (other than the Existing Encumbrances).
- (k) No Permits - There is no Permit or any other action of, or any registration, declaration, filing or notice with or to any Governmental Authority, court, board or arbitrator that is required for the execution or delivery by Owner of this Agreement, or the completion or performance, or the validity or enforceability of this Agreement against Owner.
- (l) No Option - No Person other than Licensee under this Agreement has any oral or written agreement, option, right, privilege or any other right capable of becoming any of the foregoing (whether legal, equitable, contractual or otherwise) for the conduction of any mining activity or set of activities in the Chicharron Area. Owner has not granted any special rights, proxies, powers of attorneys, voting rights, trusts or other legal or other beneficial interests with respect to the Chicharron Area.
- (m) No Consents - Neither the execution and delivery of this Agreement by Owner nor the grant of the Agreement nor the completion and performance of this Agreement, will:
 - (i) give any Person the right to terminate, cancel or amend any contractual or other right in and to the Chicharron Area;
 - (ii) give any Person the right to terminate or cancel any contractual or other right in and to the Joint Venture Agreement;

- (iii) result in the creation of any Encumbrance on the Chicharron Area or a portion thereof;
- (iv) result in a breach or contravention of or default under any provision of any Contract to which Owner is bound or is subject or which could impair the legality or enforceability of this Agreement, or require the consent, approval, release or waiver of any Person;
- (v) be contrary to any of the provisions of the documents of the Owner; or
- (vii) require the consent of any third Person, including without limitation, any Governmental Authority.

4.2 Benefit of Representations and Warranties of the Owner

The representations and warranties contained in Section 4.1 are provided for the exclusive benefit of Licensee and BC Co and a breach of any one or more thereof may be waived by Licensee and BC Co in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty.

Article 5. COVENANTS OF THE LICENSEE

5.1 Conduction of Operations

By virtue of this Agreement, the Licensee shall conduct the Chicharron Mining Operations:

- (i) under the standard rules; methods and technical procedures in similar mining activities avoiding the risk of damaging or affecting the reserves in situ which may jeopardize their eventual exploitation;
- (ii) in material compliance with all Applicable Laws, including applicable Environmental Laws;
- (iii) only under and after receipt of any required environmental, as well as any and all permits, authorizations, etc. as required by Applicable Laws and Environmental Laws; and
- (iii) in material compliance with the applicable HSE rules and procedures.

5.2 Records and Inventories

- (a) In conducting the Chicharron Mining Operations, the Licensee shall keep, at all times, records and updated inventories of the production in the mine-head and in collection sites, to establish the volumes of extracted minerals and the volumes delivered to the Facilities.
- (b) The Licensee shall furnish the records and inventories with the periodicity indicated by the competent Governmental Authority to the National Mining Information System.

5.3 Standard of Care. The Licensee shall conduct all Chicharron Mining Operations in a good, workmanlike and efficient manner, in accordance with sound mining and other applicable industry standards and practices in Colombia, and in accordance with Laws and with the terms and provisions of leases, licenses, permits, contracts and other agreements pertaining to the Assets. The Licensee shall

not be liable to the Owner for any act or omission resulting in damage or loss except to the extent caused by or attributable to the Operator's willful misconduct or gross negligence.

5.4 Reclamation. On or before the Termination Date or any other date of Termination of this Agreement pursuant to its terms, Licensee shall conduct, at its own cost, environmental reclamation and wind-down of the Chicharron Mining Operations in a manner consistent with international mining industry standards and Applicable Laws.

5.5 Funding. Licensee shall solely fund the Chicharron Mining Operations (at its sole expense and risk), including, but not limited to the Exploration, Development and Mining, Processing and Commercialization of Products.

Article 6. REPRESENTATIONS AND WARRANTIES OF LICENSEE

6.1 Representations and Warranties of BC Co and Licensee

BC Co and Licensee each hereby represent and warrant to Owner as follows and acknowledges that Owner is relying upon such representations and warranties in entering into this License:

- (a) Due Incorporation - It is a corporation duly incorporated, organized, validly existing and in good-standing under the Laws of its governing jurisdiction, it is duly qualified, authorized or licensed to conduct its business and is in good standing under the Laws of its governing jurisdiction and each jurisdiction in which it has a right, title or interest in and to real property.
- (b) Parent Company - BC Co is the parent company of the Licensee.
- (c) No Dissolution - No proceedings have been taken or authorized by Licensee, or, to the knowledge of Licensee, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of Licensee.
- (d) Corporate Power and Authority - It has all necessary corporate power and capacity to execute and deliver, and to observe and perform its covenants and obligations under, this Agreement and has taken all corporate action necessary to authorize the execution and delivery, and the observance and performance of its covenants and obligations under, this License.
- (e) Enforceability - This Agreement has been and, when executed and delivered, will be duly executed and delivered by BC Co and Licensee and this Agreement constitutes and, when executed and delivered, will constitute, a legal, valid and binding obligation of BC Co and Licensee enforceable against them in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other Laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.
- (f) No Permits - There is no Permit or any other action of, or any registration, declaration, filing or notice with or to any Governmental Authority, court, board or arbitrator that is required for the execution or delivery by BC Co and Licensee of this License, or the completion or performance, or the validity or enforceability of this Agreement against Licensee or BC Co.
- (g) No Consents - Neither the execution and delivery of this Agreement nor the completion and performance of BC Co and the License, will:

- (i) be contrary to any of the provisions of the corporate documents of BC Co or Licensee;
- (ii) result in a breach or contravention of or default under any provision of any Contract to which BC Co or Licensee is bound or is subject which could impair the legality or enforceability of this License; or
- (iii) require the consent of any third Person, included without limitation, any Governmental Authority.
- (h) Commission – Owner shall not be liable for any commission payable in respect of the Agreement because of any agreement in respect of same entered into by BC CO or Licensee.

6.2 Benefit of Representations and Warranties of BC Co and Licensee

The representations and warranties contained in Section 6.1 provided for the exclusive benefit of Owner and a breach of any one or more thereof may be waived by Owner in whole or in part at any time without prejudice to their rights in respect of any other breach of the same or any other representation or warranty.

Article 7. SURVIVAL AND LIMITATIONS OF REPRESENTATIONS AND WARRANTIES

7.1 Survival of Representations and Warranties

The representations and warranties contained in this License, in any Schedule hereto, in any documents to be executed and delivered pursuant to this Agreement and in any documents executed and delivered in connection with the Agreement shall survive the Effective Date, notwithstanding the waiver of any condition precedent by a Party and shall continue in full force and effect from the Effective Date, for a period of (and claims based upon or arising out of such representations and warranties may be asserted at any time before the date which shall be) 12 months following the Effective Date.

The Parties acknowledge that if notice regarding any matter contemplated in this Section 7.1 is given by any Party, acting in good faith, to any other Party within the relevant time period specified in this Section 7.1 and if before such matter has been fully dealt with pursuant to this License, the relevant time period would expire, the time period in question shall be deemed to be extended (with respect to such matter only) until such matter has been fully dealt with pursuant to this Agreement.

Article 8. GENERAL TERMINATION PROVISIONS

8.1 Termination

This Agreement shall continue in full force and effect from the date hereof until the Termination Date, including any extensions to it agreed upon by the Parties, except in the case of prior termination in the event of the earliest to occur of the following:

- (a) an instrument in writing is signed by all of the Parties terminating this Agreement;
- (b) the termination of the Mining Title, for any cause;

- (c) the Licensee gives six (6) months' prior written notice to Owner of its intention to terminate, providing that it guarantees at Owner's satisfaction, the performance of any reclamation activities in the Area;
- (d) either of the Parties gives notice of its intention to terminate following a breach by the other Party of any material obligations, resulting in material damages to the other Party. Such breach is subject to a cure period of 30 days.

8.2 Termination Procedure

In the event of the termination of this Agreement pursuant to Section 8.1, this Agreement shall terminate without further action by any Party. If this Agreement is terminated as such then:

- (a) all Information received by any Party shall be treated as confidential;
- (b) all filings, applications and other submissions made pursuant to this Agreement shall, to the extent practicable, be withdrawn from the Governmental Authority or other Person to which made; and
- (c) the obligations provided for in shall survive any such termination.

8.3 Effect of Termination

- (a) If this Agreement is terminated by a Party (the "**Terminating Party**") pursuant to Sections 8.1(c), and unless otherwise provided in this License:
 - (i) the Terminating Party shall be released from all obligations hereunder if, and to the extent that, the condition or conditions which have not been satisfied were reasonably capable of being performed or caused to be performed by the other Party (the "**Obligated Party**") and have not been satisfied by reason of a default by the Obligated Party; and
 - (ii) the Obligated Party shall be released from the obligations hereunder if, and to the extent that, the condition or conditions which have not been satisfied and for which the Terminating Party has terminated this Agreement were reasonably capable of being performed or caused to be performed by the Terminating Party or have not been satisfied by reason of a default by the Terminating Party hereunder.
- (b) If this Agreement is terminated pursuant to any other subsection of Section 8.1, there shall be no liability or obligation hereunder on the part of any Party, except for liability arising from a breach of this Agreement, in which case each Party will retain all remedies against the other Parties and except as otherwise provided herein to the contrary.

Article 9. FORCE MAJEURE

Except for the obligation to make payments when due hereunder, the obligations of a Party shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including labour disputes (however arising and whether or not employee demands are reasonable or within the power of the Party to grant); acts of God; Laws, instructions or requests of any Governmental Authority; judgments or orders of any court; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or

suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of Environmental Laws; action or inaction by any federal, state or local agency that delays or prevents the issuance or granting of any approval or authorization required to conduct operations beyond the reasonable expectations of the Party seeking the approval or authorization (including a failure to complete any review and analysis required by applicable Environmental Laws on a timely basis); acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot, civil strife, insurrection or rebellion; fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; accidents; breakdown of equipment, machinery or facilities; actions by native rights groups, environmental groups, or other similar special interest groups; or any other cause whether similar or dissimilar to the foregoing. The affected Party shall promptly give notice to the other Party of the suspension of performance, stating therein the nature of the suspension, the reasons therefor, and the expected duration thereof. The affected Party shall resume performance as soon as reasonably possible.

Article 10. CONFIDENTIALITY, OWNERSHIP, USE AND DISCLOSURE OF INFORMATION

10.1 Permitted Disclosure of Confidential Information. Either Party may disclose Confidential Information: (a) to a Party's officers, directors, partners, members, employees, Affiliates, shareholders, agents, attorneys, accountants, consultants, contractors, subcontractors or advisors, for the sole purpose of such Party's performance of its obligations under this Agreement; (b) to any party to whom the disclosing Party contemplates a Transfer of all or any part of its Participating Interest, for the sole purpose of evaluating the proposed Transfer (and upon a written obligation of confidentiality by such third party(ies)); (c) to any actual or potential lender, underwriter or investor for the sole purpose of evaluating whether to make a loan to or investment in the disclosing Party; or (d) to a third party with whom the disclosing Party contemplates any independent business activity or operation.

The Party disclosing Confidential Information pursuant to this Section 10.1, shall disclose such Confidential Information to only those Parties who have a bona fide need to have access to such Confidential Information for the purpose for which disclosure to such Parties is permitted under this Section 10.1 and who have agreed in writing supplied to, and enforceable by, the other Party to protect the Confidential Information from further disclosure and to use such Confidential Information solely for such purpose. Such writing shall not preclude Parties described in Section 10.1 from discussing and completing a Transfer with the other Party. The Party disclosing Confidential Information shall be responsible and liable for any use or disclosure of the Confidential Information by such Parties in violation of this Agreement or of any confidentiality agreements.

10.2 Disclosure Required by Law. Notwithstanding anything contained in this Article, a Party may disclose any Confidential Information if, in the opinion of the disclosing Party's legal counsel: (a) such disclosure is legally required to be made in a judicial, administrative or governmental proceeding pursuant to a valid subpoena or other applicable order; or (b) such disclosure is legally required to be made pursuant to the rules or regulations of a stock exchange or similar trading market applicable to the disclosing Party. Prior to any disclosure of Confidential Information under this Section 10.2, the disclosing Party shall give the other Party at least ten days prior notice (unless less time is permitted by such rules, regulations or proceeding) and, in making such disclosure, the

disclosing Party shall disclose only that portion of Confidential Information required to be disclosed and shall take all reasonable steps to preserve the confidentiality thereof, including obtaining protective orders and supporting the other Party in intervention in any such proceeding.

- 10.5 Public Announcements.** Prior to a Party, making or issuing any press release or other public announcement or disclosure of information that is not Confidential Information, a Party shall first consult with the other Party as to the content and timing of such announcement or disclosure (and shall provide a copy of such announcement to the other Party), unless in the good faith judgment of such Party, there is not sufficient time to consult with the other Party before such announcement or disclosure must be made under Applicable Laws; but in such event, the disclosing Party shall notify the other Party, as soon as possible, of the pendency of such announcement or disclosure, and it shall notify the other Party before such announcement or disclosure is made if at all reasonably possible. Any press release or other public announcement or disclosure to be issued by either Party relating to this Agreement shall also identify the other Party.

Article 11. INDEMNIFICATION

11.1 Indemnification

- (a) Without prejudice of any other remedy or action under this Agreement, each Party shall indemnify the other Party, its Affiliates, and their respective directors, officers, employees, agents and attorneys (collectively the “**Indemnified Parties**”) from and against the entire amount of any Material Loss. A “**Material Loss**” shall mean all costs, expenses, damages or liabilities (other than special or consequential damages including loss of profits or revenues), including attorneys’ fees and other costs of litigation (either threatened or pending), arising out of or based on a breach by a Party (“**Indemnifying Party**”) of any representation, warranty or covenant contained in this Agreement.
- (b) If any claim or demand is asserted against an Indemnified Party in respect of which such Indemnified Party may be entitled to indemnification under this Agreement, notice of such claim or demand shall promptly be given to the Indemnifying Party (provided that the failure of any Person to give notice of such claim shall not relieve the Indemnifying Party hereunder unless, and only to the extent, such failure adversely affects the Indemnifying Party’s ability to defend against the claim). The Indemnifying Party shall have the right, but not the obligation, by notifying the Indemnified Party within 30 days after its receipt of the notice of the claim or demand, to assume the entire control of (subject to the right of the Indemnified Party to participate, at the Indemnified Party’s expense and with counsel of the Indemnified Party’s choice), the defense, compromise, or settlement of the matter, including, at the Indemnifying Party’s expense, employment of counsel of the Indemnifying Party’s choice. Any damages to the assets or business of the Indemnified Party caused by a failure by the Indemnifying Party to defend, compromise, or settle a claim or demand in a reasonable and expeditious manner requested by the Indemnified Party, after the Indemnifying Party has given notice that it will assume control of the defense, compromise, or settlement of the matter, shall be included in the damages for which the Indemnifying Party shall be obligated to indemnify the Indemnified Party. Any settlement or compromise of a matter by the Indemnifying Party shall include a full release of claims against the Indemnified Party which has arisen out of the indemnified claim or demand.

11.2 Procedures for Direct Claims

- (a) Any Direct Claim shall be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 60 days after the Indemnified Party becomes aware of the facts and circumstances that would give rise to such Direct Claim.
- (b) Following receipt of notice from the Indemnified Party of a Claim that is a Direct Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30-day period (or any mutually agreed upon extension thereof) as to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.
- (c) If the Indemnified Party and the Indemnifying Party do not agree within the 30-day period (or any mutually agreed upon extension thereof) referred to in Section 12.3 or if the Indemnifying Party does not respond within such 30-day period, the Indemnified Party shall be entitled to bring any action (or take any other proceedings it deems necessary or advisable) against the Indemnifying Party to recover the full amount of the Claim.

11.3 Liability Limits

- (a) Reductions - In any case where an Indemnified Party recovers from third Persons any amount in respect of a matter with respect to which the Indemnifying Party has indemnified it pursuant to this Agreement, such Indemnified Party shall promptly pay to the Indemnifying Party the amount so recovered (after deducting therefrom the full amount of the expenses incurred by the Indemnified Party in procuring such recovery), but not in excess of the sum of any amount previously so paid by the Indemnifying Party to or on behalf of the Indemnified Party in respect of such matter and any amount expended by the Indemnity party in pursuing or defending any claim arising out of such matter.
- (b) Reasonable Steps to Mitigate - The Indemnified Party will take all reasonable steps to mitigate all Losses, including availing itself of any defences, limitations, rights of contribution, claims against third Persons and other rights at Law or equity, and will provide such evidence and documentation of the nature and extent of the Loss as may be reasonably requested by the Indemnifying Party. The Indemnified Party's reasonable steps include the reasonable expenditure of money to mitigate or otherwise reduce or eliminate any Loss for which indemnification would otherwise be due under this Section and the Indemnifying Party will reimburse the Indemnified Party for the Indemnified Party's reasonable expenditures in undertaking the mitigation of such Losses.

11.4 No claims for consequential loss

To the full extent permitted by Law, no Party is liable to another Party (whether in negligence or otherwise) for any Losses or Claim to the extent that it is for indirect or consequential loss (including loss of profit of any nature whatsoever, loss of expected savings, loss of opportunity, loss or reduction of goodwill and damage to reputation), in connection with any right or remedy conferred on a Party as a result of, or in connection with this Agreement.

Article 12. GOVERNING LAW AND DISPUTES RESOLUTION

12.1 Governing Law

This Agreement shall be governed by the Laws of the Republic of Colombia regardless of the rules and principles of conflict of laws.

12.2 Disputes

- (a) Good Faith - Notwithstanding anything contained in this Agreement to the contrary, the Parties to this Agreement hereby agree that they shall and intend to discharge their obligations in utmost good faith.
- (b) Disputes – Any Dispute shall be resolved in accordance to the proceeding set forth under this Section 12.2, once the claimant has sent the other Parties in Dispute the Dispute Notice.
- (c) Amicable Settlement – Each Party and Parent Company agrees that each will, at all times, act in good faith, and make all attempts to resolve any Dispute by way of each appointing one nominee/representative who shall discuss in good faith to resolve the difference (“**Amicable Settlement**”). The Amicable Settlement procedure shall not last for more than 30 days, unless the Parties agree otherwise. The Amicable Settlement is not and shall not be deemed as a procedural requirement or a preceding condition to the commencement of an arbitration proceeding. The Amicable Settlement may and shall not constitute a restriction for the Parties to access arbitration.
- (d) Arbitration Procedure – Any Dispute shall be referred to arbitration to be finally resolved by a tribunal administered by the Centre of Arbitration (the “**Arbitration Procedure**”) subject to the following rules: (1) the tribunal shall be conducted pursuant to the rules of the Centre of Arbitration, (2) the tribunal shall be formed by one arbitrator appointed by consent of all Parties in Dispute and, in the absence of consent, by raffle made by the Centre of Arbitration from its ‘A’ list of commercial arbitrators, (3) the tribunal shall decide in law, (4) the arbitration shall be conducted in the English language, (4) the seat of the arbitration shall be the city of Bogotá (Republic of Colombia), and (5) the tribunal shall adopt its decision subject to the Laws of the Republic of Colombia, regardless of the rules and principles of conflict of laws.

Article 13. GENERAL PROVISIONS

13.1 Expenses

Except as otherwise expressly provided herein, each Party shall pay for its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the documents and the transactions contemplated herein and therein, including all fees and expenses of its legal counsel, financial advisors, bankers, investment bankers, brokers, accountants or other Representatives and fees payable to any Governmental Authority.

13.2 Notices

- (a) Any notice, consent, waiver, demand, direction or other communication required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be delivered in person

(including by prepaid courier), transmitted by facsimile or e-mail or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (i) if to Owner to:

Redacted: Confidential Personal Information.

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

Redacted: Confidential Personal Information.

- (ii) if to Licensee:

Redacted: Confidential Personal Information.

- (b) Any such notice, consent, waiver, demand, direction or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day), or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice, consent, waiver, demand, direction or other communication hereunder shall be delivered or transmitted by means of e-mail or similar means of recorded electronic communication as aforesaid.
- (c) Any Party may at any time change its address for service from time to time by giving notice to the other Parties in accordance with this Section.

13.3 Language.

- (a) This Agreement has been negotiated and executed in the English language and in case of conflicts with any translation of it, this English version will prevail.
- (b) Should a Spanish version be required for any regulatory or other purposes, any of the Parties may have it translated by a certified public translator in Colombia.

13.4 Amendments

This Agreement may be amended, modified or supplemented only by the written agreement of the Parties.

13.5 Waivers

- (a) At any time prior to the termination of this Agreement pursuant to Article 8 any Party may extend the time for the performance of any of the obligations or other acts of the other Parties; or waive compliance with any of the agreements of the other Parties or with any conditions to its own obligations or acts, in each case, only to the extent such obligations, agreements and conditions are intended for its benefit.
- (b) Any extension or waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if such extension, waiver or consent is in writing and signed by the Party giving such extension, waiver or consent, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver thereof. No single or partial exercise of any such right, power or privilege shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this License.

13.6 Assignment, Right of First Refusal and Change of Control

- (a) Transfers to Affiliates. Notwithstanding the provisions of Schedule C hereof, the Parties shall be entitled, upon prior written notice to the other Party and subject to the consent of any third party lender providing financing, to Transfer the whole or any part of its interest in this License to one or more of its Affiliates, provided that each such Affiliate has, executed this Agreement as if it were an original party hereto. No such Transfer shall release or discharge the transferring Party from any of its liabilities or obligations under this Agreement.
- (b) Transfer by Owner. Nothing in this Agreement may prevent Owner from disposing of the Mining Title, in which case a Transfer shall have occurred in favor of the assignee of the Mining Title.
- (c) Right of First Refusal. Any Transfer by Licensee (other than any permitted Transfer to an Affiliate under Section 14.6(a) shall be subject to a right of first refusal of Owner to the extent provided in Schedule C - Right of First Refusal. Any Transfer by Licensee in violation of this provision or the provisions of Schedule C (i) shall be null and void and (ii) shall constitute a material breach of the Agreement giving the right to Owner to unilaterally terminate this Agreement.
- (d) Change of Control. Any Change of Control of Licensee or BC Co, other than in respect of a reverse takeover or similar transaction in relation to BC Co, shall be subject to prior and written consent of Owner, at its sole discretion. Any unauthorized Change in Control shall constitute a material breach of the Agreement giving the right to Owner to unilaterally terminate this Agreement.

13.7 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon and enforceable by and against the Parties and, where the context so permits, their respective successors (including any successor by reason of amalgamation, wind-up or statutory arrangement of any Party) and permitted assigns.

13.8 Tender

Except as expressly provided in this Agreement, any tender of documents or money hereunder may be made upon the relevant Party or its counsel and money shall be tendered by wire transfer of immediately available funds to such bank account as shall be designated in writing by the recipient at least three Business Days prior to the payment date or to the trust account of the recipient Party's solicitor if the recipient has not designated an account by that time.

13.9 No Third Party Beneficiaries

Nothing in this Agreement is intended expressly or by implication to, or shall, confer upon any Person other than the Parties any rights or remedies of any kind.

13.10 No Partnership.

Nothing contained in this Agreement shall be deemed to constitute either Party the partner of the other or, except as otherwise herein expressly provided, to constitute either Party the agent or legal representative of the other, or to create any fiduciary relationship between them. The Parties do not intend to create, and this Agreement shall not be construed to create, any mining, commercial or other partnership.

13.11 Contra Proferentum

Each Party (directly or with its counsel) prepared the executed version of this Agreement or any earlier draft of the same.

13.12 Counterparts

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to be executed on the date first written above. The delivery of an executed counterpart copy of this Agreement by electronic means shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

[The remainder of this page has been intentionally left blank; signature page follows.]

IN WITNESS WHEREOF this License Agreement has been executed on behalf of the parties by their duly authorized officers in that behalf.

GRAN COLOMBIA GOLD CORP.

Per: "Lombardo Paredes Arenas"
Name: Lombardo Paredes Arenas
Title: Chief Executive Officer

GRAN COLOMBIA GOLD SEGOVIA S.A.

Per: "Lombardo Paredes Arenas"
Name: Lombardo Paredes Arenas
Title: Legal Representative

**GRAN COLOMBIA GOLD SEGOVIA SUCURSAL
COLOMBIA**

Per: "Lombardo Paredes Arenas"
Name: Lombardo Paredes Arenas
Title: Legal Representative

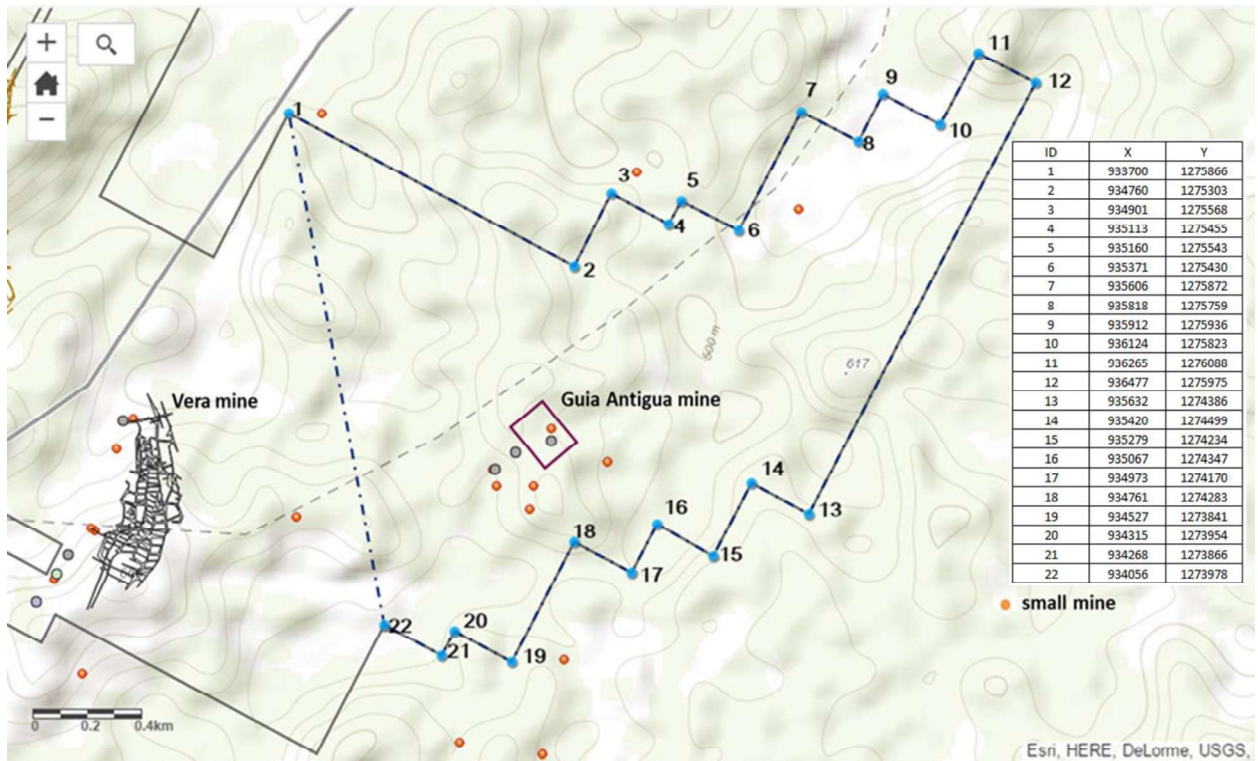
1255269 B.C. LTD.

Per: "Paul Sparkes"
Name: Paul Sparkes
Title: Director

INDUSTRIAS ARGENTUM S.A.S.

Per: "Augusto Garcia"
Name: Augusto Garcia
Title: Legal Representative

SCHEDULE A CHICHARRON AREA DELIMITATION



POWER OF ATTORNEY

GRAN COLOMBIA GOLD SEGOVIA S.A., a company formed and organized under the Laws of Panama acting through its Colombian branch GRAN COLOMBIA GOLD SEGOVIA SUCURSAL COLOMBIA, with local domicile in Medellín (Antioquia) in the Republic of Colombia (hereinafter the "**Company**"), hereby grant a special Power of Attorney, ample and sufficient as required by law, to Industrias Argentum S.A.S., acting through its legal representatives from time to time (the "**Representatives**"), so that the Representatives may act on behalf of the Company in connection with the area of approximately 386 hectares delimited as shown in Schedule A hereof, with potential for gold, silver and other mineral mining (the "**Chicharron Area**"), to register and carry out all the activities related to legal, judicial, commercial and administrative matters of the Chicharron Area in accordance with the applicable law of the Republic of Colombia.

Each Representative shall also have authority to desist, cancel, receive, resign, conciliate, settle, receive notices, accept claims, present ordinary or extraordinary motions or appeals, assign and reassume this Power of Attorney as they see fit.

Notwithstanding the above, no Representative may exercise this power of attorney to dispose of or in any way encumber or grant security on, any rights on the land or mining titles related to the Chicharron Area.

Granted on this 26 day of October 2020

By: GRAN COLOMBIA GOLD SEGOVIA S.A.
GRAN COLOMBIA GOLD SEGOVIA SUCURSAL COLOMBIA

"Lombardo Paredes Arenas"
NAME: LOMBARDO PAREDES ARENAS
TITLE: LEGAL REPRESENTATIVE



SNR - Resolución
2020 0818011

DILIGENCIA DE AUTENTICACIÓN

COMPARECION Lombardo Paredes
Arenas

TITULAR C. EXT. 4726.705 DE Bogotá

"Lombardo Paredes"

160 de 1970

2020



SCHEDULE C RIGHT OF FIRST REFUSAL

1. Refusal Notice.

If, during the term of this Agreement, the Licensee decides to sell or otherwise Transfer the whole or any part of its interest (the **"Licensee's Interest"**) in this License (other than to an Affiliate as described in Section 13.6(a) of this Agreement) (a **"Proposed Transfer"**), the Owner shall have a right of first refusal to acquire such Licensee's Interest, pursuant to the terms of Section 13.6 and this Schedule C, and the Licensee shall not complete such Proposed Transfer unless the Licensee shall first deliver to the Owner a notice (the **"First Refusal Notice"**) setting forth: (a) the identity of the proposed purchaser or transferee (the **"Offeree"**); (b) the purchase price and each of the financial terms of the proposed transaction (the **"Purchase Terms"**); and (c) the proposed Closing Date of the Proposed Transfer (the **"Closing Date"**).

2. Response Period

The Owner shall have, for fifteen Business Days commencing upon receipt of the First Refusal Notice (the **"Response Period"**), the exclusive right to purchase or designate a purchaser of, the Licensee's Interest on the terms set forth in such First Refusal Notice, by so notifying the Licensee by 5:00 p.m. on the last day of the Response Period, whereupon the Owner shall be bound to purchase from the Licensee, and the Licensee shall be bound to sell to the Owner, the Licensee's Interest on the Purchase Terms and upon other terms typical to the transfer of a license to conduct exploration, mining, processing and commercialization activities in an area similar to that of the Chicharron Area.

3. Waiver of Right of First Refusal

If the Owner shall either: (a) deliver written notice of rejection of the First Refusal Notice to the Licensee; or (b) fail to deliver written notice of acceptance of the First Refusal Notice within the Response Period, the Owner's right of first refusal hereunder shall be deemed to be waived with respect to the sale disclosed in the First Refusal Notice and the Licensee shall be free, for a period of 30 days from the end of the Response Period, to complete the Proposed Transfer to the Offeree on the Purchase Terms and the Offeree shall acquire the Licensee's Interest free and clear of the Owner's right of first refusal set forth in this Schedule "C" (which shall be extinguished, null, void, and of no further force or effect upon such sale). If, however, either: (i) the Licensee does not complete the Proposed Transfer within 30 days from the end of the Response Period; or (ii) the Licensee agrees to complete the Proposed Transfer on the Purchase Terms that include a purchase price of less than ninety-eight percent (98%) of the purchase price stated in the First Refusal Notice, then Owner's right of first refusal provided for in Section 1 of this Schedule C shall continue, and Licensee shall not complete such Proposed Transfer without first giving a new First Refusal Notice to the Owner in compliance with the terms of Section 1 of this Schedule C.

4. Cooperation

Each party hereto shall take all actions a may be reasonably necessary to consummate the transaction(s), if any, contemplated by this Schedule C including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary appropriate.