Execution Version

AFTERMATH SILVER LTD.

- and -

HONEY BADGER SILVER INC.

SHARE PURCHASE AGREEMENT

February 14, 2023

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SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made as of February 14, 2023.

AMONG:

AFTERMATH SILVER LTD., a corporation subsisting under the laws of the Province of British Columbia (the "**Seller**")

– and –

HONEY BADGER SILVER INC., a corporation subsisting under the laws of the Province of Ontario (the "**Buyer**")

WHEREAS the Seller wishes to sell to the Buyer and the Buyer wishes to purchase from the Seller the Purchased Shares on the terms hereinafter set forth;

NOW THEREFORE, in consideration of the respective covenants and agreements of the Parties hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms.

In this Agreement (including the recitals and the Schedules hereto), the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have the corresponding meanings:

(a) "**Additional Consideration Shares**" means common shares in the capital of the Buyer that may be issued, at the option of the Buyer (and subject to any required approval of a Governmental Authority), in satisfaction of Cash Payments (other than the Initial Cash Payment), on the terms and conditions set out in the Buyer Note;

(b) "**Affiliate**" means, with respect to any Person, any Person which directly or indirectly Controls, or is Controlled by, or is under common Control with, that Person;

(c) "**Agreement**" means this share purchase agreement as may be amended from time to time as provided herein, together with the Schedules attached hereto and the Seller Disclosure Letter, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

(d) "**AML Legislation**" means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" applicable Laws, whether within Canada, the United States or, to the extent applicable to the Seller, elsewhere, including any regulations, guidelines or orders thereunder;

(e) "**Anti-Corruption Laws**" means the *Corruption of Foreign Public Officials Act* (Canada), the *United Kingdom Bribery Act 2010* and the United States *Foreign Corrupt Practices*

Act of 1977 and all other Laws of any jurisdiction applicable to the Seller from time to time concerning or relating to bribery or corruption;

(f) "**Applicable Securities Laws**" means collectively, the applicable securities Laws of the Reporting Jurisdictions, the regulations, rules, rulings and orders made thereunder, the applicable published policy statements issued by the securities commissions thereunder and the rules and policies of the TSXV;

(g) "**Assets**" means all of the right, title and interest in and to property and assets, real and personal, moveable and immoveable, of whatsoever nature and kind and wheresoever situate of the Company, including the Company Material Property and the real property, personal property, mining rights and water rights of the Company including, but not limited to, the Company Material Mining Rights and all associated data, maps, information, technical reports, drill core, samples and assays together with exploration tools, equipment, cash, cash receivables, financial instruments, supplies and options or other contractual rights to acquire real property or interests in the foregoing;

(h) "**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia, Canada, or Santiago, Chile, on which commercial banks in Vancouver, British Columbia and Santiago, Chile are open for business;

(i) "**Buyer**" means Honey Badger Silver Inc., a corporation existing under the laws of the Province of Ontario;

(j) "**Buyer Fundamental Representations**" means the representations and warranties of the Buyer in Sections 5.1 and 5.2;

(k) "**Buyer Nominee**" means an Affiliate or associated nominee of the Buyer who will acquire the Purchased Shares, and which includes any Chilean subsidiary and/or natural Person required under the applicable Laws of the Republic of Chile or which is considered necessary or desirable by the Buyer to acquire the Purchased Shares, and which shall include Honey Badger Chile SpA and Anesti Papasideris Gwynne;

(l) "**Buyer Note**" means the non-interest bearing (before default) secured term promissory note of the Buyer dated the Closing Date which evidences the obligation of the Buyer to pay to the Seller the Second Cash Payment, the Third Cash Payment and the Final Cash Payment, respectively, on the applicable maturity dates (except pursuant to acceleration after default), in each case, in the form set forth in Annex "D" attached hereto;

(m) "**Buyer Pledge**" means a Chilean law pledge [*Prenda Sin Desplazamioento Sobre Acciones*] made by the Buyer and/or the Buyer Nominee(s) in favour of the Seller in respect of the Purchased Shares acquired by the Buyer and/or the Buyer Nominee(s), as applicable, from the Seller, securing performance of the Buyer's obligations under the Buyer Note and/or the Buyer Nominee(s) obligations under the Nominee Guarantee, as applicable, in each case, in such form as shall be agreed upon by the Buyer and/or the Buyer Nominee(s) and the Seller;

(n) "**Buyer Shares**" means common shares in the capital of the Buyer;

(o) "**Cash Payments**" means, collectively, the Initial Cash Payment, the Second Cash Payment, the Third Cash Payment and the Final Cash Payment;

(p) "**Claim**" has the meaning set out in Section 7.6(a);

(q) "**Closing**" means the closing of the purchase and sale of the Purchased Shares and the completion of the other transactions contemplated hereby on the Closing Date;

(r) **"Closing Consideration Shares**" has the meaning set out in Section 2.2;

(s) "**Closing Date**" means three Business Days following the satisfaction or waiver of the conditions precedent set out in Article 6 or such other date as may be agreed to in writing by the Seller on the one hand, and the Buyer on the other hand;

(t) "**Company**" means Minera Cachinal S.A., a corporation existing pursuant to the laws of the Republic of Chile;

(u) "**Company Existing Insurance Policies**" has the meaning set out in Section 4.20;

(v) "**Company Financial Statements**" means the audited financial statements of the Company in respect of the financial year ended May 31, 2022 and 2021;

(w) "**Company Intellectual Property**" means all trade or brand names, business names, trade-marks (including logos), trade-mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, issued patents and pending applications and other patent rights, industrial design registrations, pending applications and other industrial design rights, trade secrets, proprietary information and know-how owned or used by the Company (including without limitation the Company Material Property Records), together with all rights under licences, registered user agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing;

(x) "**Company Material Mining Rights**" has the meaning set out in Section 4.13(a);

(y) "**Company Material Property**" means the mining concessions comprising the property known as the Cachinal De La Sierra Silver-Gold Project, located in Region II, Republic of Chile, as more particularly described in Schedule "A" under the heading "Company Material Properties";

(z) "**Company Material Property Records**" has the meaning set out in Section 2.10(n);

(aa) "**Company Note**" means the non-interest bearing (before default) unsecured promissory note of the Company (or equivalent under Chilean law, such as a *pagaré*) dated the Closing Date which evidences the obligation of the Company to pay to the Seller the payments owing under the Production Payments Royalty Agreement on the applicable date(s) of payment required thereunder (except pursuant to acceleration after default), in such form as shall be agreed upon by the Company, the Buyer and the Seller;

(bb) "**Company Public Documents**" means all documents or information filed on SEDAR by the Seller under Applicable Securities Laws in respect of the Company, the Company Material Property and the Company Material Mining Rights as of the date hereof and available on the Seller's SEDAR profile;

(cc) "**Confidentiality Agreement**" means the confidentiality agreement dated June 10, 2021 between the Buyer and the Seller;

(dd) "**Consent**" means a consent, approval, order, authorization, filing, notice or declaration;

(ee) "**Consideration Shares**" means, collectively, the Closing Consideration Shares and any Additional Consideration Shares issued;

(ff) "**Contract**" means any agreement, indenture, contract, lease, promise, deed of trust, royalty, licence, option, instrument, arrangement, understanding or other legally binding commitment, whether written or oral;

(gg) "**Control**" means possession, directly or indirectly, of the power to direct or cause the direction of management and policies through ownership of voting shares, interests or securities, or by Contract, voting trust or otherwise; and "**Controlled**" and "**Controlling**" shall have corresponding meanings;

(hh) **"Corporate Placee Registration Form**" means a Form 4C – *Corporate Placee Registration Form*, or equivalent information if filed electronically through the TSXV's "V-File" system;

(ii) "**COVID-19**" means the novel coronavirus, SARS-CoV-2 that causes the COVID-19 illness (and all related strains and sequences), including any intensification, resurgence or any evolutions or mutations thereof, and/or related or associated epidemics, pandemics, disease outbreaks or public health emergencies;

(jj) "**COVID-19 Measures**" means measures undertaken by a Party or its subsidiaries to comply with any quarantine, "shelter in place", "stay at home", workforce reduction, social distancing, curfew, shut down, closure, sequester, travel restrictions or any other applicable Law, or any other similar directives, guidelines or recommendations issued by any Governmental Authority in connection with or in response to COVID-19;

(kk) "**Direct Claim**" has the meaning set out in Section 7.6(a);

(ll) "**Employees**" means all personnel and independent contractors employed, engaged or retained by the Company, including any that are on medical or long-term disability leave, or other statutory or authorized leave of absence;

(mm) "**Encumbrance**" means any lien, charge, hypothec, pledge, mortgage, royalties, title retention agreement, covenant, condition, lease, license, security interest of any nature, claim, exception, reservation, easement, encroachment, right of occupation, right-of-way, right-of-entry, matter capable of registration against title, promise, option, assignment, right of pre-emption, privilege or other encumbrance or charge or defect of any nature whatsoever, regardless of form, whether or not registered or registrable and whether or not consensual or arising by Law, or any Contract to create any of the foregoing;

(nn) "**Environmental Laws**" means all applicable Laws relating to the protection of the environment and includes those relating to pollution, protection of the environment, the protection of public health and safety, Hazardous Substances, or the reclamation, rehabilitation, closure or other restoration of mining properties. For greater certainty, an Environmental Law pertaining to the protection, use or conversation of the environment shall include all such Environmental Laws relating to the manufacture, processing, generation, use, treatment, storage, disposal, transport, Release, containment, reclamation, rehabilitation, closure or other restoration of Hazardous Substances;

(oo) "**Execution Date**" means the date hereof;

(pp) "**Final Cash Payment**" means the sum of four-hundred thousand dollars ($400,000);

(qq) "**Governmental Authority**" means any: (i) multinational, national, federal, provincial, state, territorial, municipal, local or other government (whether domestic or foreign); (ii) governmental or quasi-governmental authority of any nature, including any stock exchange or any governmental ministry, agency, branch, department, commission, commissioner, board, tribunal, bureau or instrumentality (whether domestic or foreign); or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power under or for the account of any of the foregoing, including any court, arbitrator or arbitration tribunal;

(rr) "**Hazardous Substances**" means any pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, tailings, radioactive materials, explosives, petroleum and petroleum products and polychlorinated biphenyls;

(ss) "**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

(tt) "**Indemnified Party**" has the meaning set out in Section 7.6(a);

(uu) "**Indemnifying Party**" has the meaning set out in Section 7.6(a);

(vv) "**Initial Cash Payment**" means the sum of six-hundred and fifty-two thousand dollars ($652,000) which will be used, in part, to satisfy the May 2023 SSR Note Payment on Closing;

(ww) "**Laws**" means international, national, provincial, state, municipal and local laws (including common and civil law), treaties, statutes, codes, ordinances, judgments, decrees, injunctions, writs, certificates and orders, by-laws, rules, regulations or other requirements enacted, adopted, promulgated or applied by any Governmental Authority in each case having the force of law, and the term "**applicable**" with respect to such Laws and in a context that refers to one or more Persons, means such Laws as are applicable to such Person or its business, undertaking, property or securities and emanates from a Governmental Authority having jurisdiction over the Person or its or their business, undertaking, property or securities;

(xx) "**Lock-Up Agreement**" means a lock-up agreement containing transfer restrictions in respect of the Consideration Shares, in the form set forth in Annex "C" attached hereto;

(yy) "**Loss**" or "**Losses**" means all claims, demands, proceedings, fines, losses, damages, liabilities, deficiencies, costs and expenses (including all reasonable legal and other professional fees and disbursements, interest, penalties, judgments and amounts paid in settlement) arising directly or indirectly as a consequence of the matter giving rise to such

Loss or Losses, but excluding in all cases consequential, incidental, indirect, special or punitive damages, and, for greater certainty, includes loss of profits;

(zz) "**Material Adverse Change**" means, in reference to any Person, a change, effect, circumstance or event that, individually or in the aggregate, is material and adverse to the business, properties, assets, financial condition or results of operations of such Person; provided however that no change, effect, circumstance or event, arising from or relating to any of the following shall be deemed to constitute a Material Adverse Change or shall be taken into account in determining whether a Material Adverse Change has occurred: (i) any change or condition generally affecting the mining industry; (ii) the state of the securities, credit, banking, capital or commodity markets in general; (iii) any change in the price of commodities; (iv) any change relating to the rate at which any currency can be exchanged for any other currency; (v) general political, economic or financial conditions, including in Canada or the Republic of Chile; (vi) any adoption, implementation, change or proposed change in applicable Laws or IFRS (or in any interpretation of applicable Laws or IFRS) including the COVID-19 Measures; (vii) any natural disaster, terrorist attack, armed hostilities, military conflicts, or any governmental response to any of the foregoing; (viii) the announcement of the execution of this Agreement or the implementation of any of the transactions contemplated herein; except in the case of clause (i), (v) or (vi), where such change, effect, circumstance or event has a materially disproportionate effect on the Person relative to comparable entities operating in the mining industry in the same jurisdiction;

(aaa) "**Material Contract**" means a Contract to which a Person is a party: (i) which, if terminated or modified or if it ceased to be in effect, would result in a Material Adverse Change; (ii) that has annual payment obligations that are in excess of $10,000; (iii) that relates to indebtedness for borrowed money, whether incurred, assumed, guaranteed or secured by any asset, with an outstanding principal amount in excess of $10,000; (v) that relates to the acquisition or disposition of any material business (whether by merger, sale of stock, sale of assets or otherwise); (v) which is a lease, sublease, licence or right of way or occupancy agreement for real property necessary to access the Company Material Property for Operations; (vi) providing for the establishment, organization or formation of any joint venture; (vii) that materially limits or restricts a Person from engaging in any line of business in any geographic area or with any other Person, or from engaging in any merger, consolidation or other business combination; (viii) which is a contractual royalty, production payment, net profits, earn-out, streaming agreement or similar agreement; (ix) that provides for the assumption of any material liability of any other Person by a Person; (x) that is an interest rate currency, equity or commodity swap, hedge, derivative, forward sales contract or similar financial instrument that is material to a Person; or (xi) that relates to a relationship between the Company and its Affiliates and other Persons not dealing at arm's length with the Company; (xii) that is a material agreement with any Governmental Authority, or an agreement with any indigenous group or other organizations with authority to represent such groups; (xiii) between the Company and any union; or (xiv) in respect of the Seller or the Company, any of (A) the SSR Pledge; (B) the SSR Note; or (C) the Surface Agreements;

(bbb) "**May 2022 SSR Note Payment**" means three-hundred thousand dollars ($300,000) due under the SSR Note on or before May 21, 2022;

(ccc) "**May 2023 SSR Note Payment**" means three-hundred thousand dollars ($300,000) due under the SSR Note on or before May 21, 2023;

(ddd) “**Minimum Loss Amount**” means $10,000;

(eee) “**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators;

(fff) “**Nominee Guarantee**” has the meaning set out in Section 2.7(a);

(ggg) “**NSR Royalty Agreement**” means a 1% net smelter return royalty executed by the Company in favour of the Seller in respect of the Company Material Property, with a complete buyback option at the Company’s sole discretion for a purchase price of $8,500,000, and including a covenant not to transfer the Company Material Property unless a transferee assumes the obligations under the NSR Royalty Agreement, in the form set forth in Annex “A” attached hereto;

(hhh) “**Notice of Claim**” has the meaning set out in Section 7.6(a);

(iii) **“OFAC**” means the Office of Foreign Assets Control of the US Department of the Treasury;

(jjj) “**Operations**” means all activities of whatever kind or nature conducted in connection with exploration and development by or on behalf of the Company in respect of the Company Material Property;

(kkk) “**Order**” means orders, injunctions, judgments, decisions, administrative complaints, decrees, rulings, awards, assessments, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator;

(lll) “**Outside Date**” means April 30, 2023, or such other date that the Seller and the Buyer may agree upon in writing; provided that if the Closing Date has not occurred by the Outside Date (as may be extended) as a result of the failure to satisfy the condition set forth in Section 6.1(b), then any Party may elect by notice in writing delivered to the other Party by no later than 5:00 p.m. (Toronto time) on a date that is on or prior to such date or, in the case of subsequent extensions, the date that is on or prior to the Outside Date, as previously extended, to extend the Outside Date from time to time by a specified period of not less than 5 days and not more than 15 days, provided that in aggregate such extensions shall not exceed 30 days from April 30, 2023; provided further that, notwithstanding the foregoing, a Party shall not be permitted to extend the Outside Date if the failure to satisfy any such condition is primarily the result of the breach by such Party of its representations and warranties set forth in this Agreement or such Party’s failure to comply with its covenants herein;

(mmm) “**Parties**” means collectively the Seller and the Buyer and “**Party**” means a party to this Agreement;

(nnn) “**Permits**” means all material permits, licenses, leases, authorizations, concessions, registrations, qualifications, certifications, including environmental permits that are required for Operations and other approvals required under applicable Laws from a Governmental Authority;

(ooo) “**Permitted Encumbrances**” means: (i) any inchoate right, lien or interest of a Governmental Authority; (ii) Encumbrances for Taxes not yet due and payable and accrued in the ordinary course of business and in accordance with IFRS; (iii) statutory Encumbrances in favour of municipalities or public utilities; and (iv) permits, servitudes, easements or other similar real property rights, as well as encroachments and other minor imperfections of title which do not impair, detract from the value of or impair the use of the property in any material respect, including limiting the ability to access the Company Material Property or conduct any Operations thereon;.

(ppp) "**Person**" means and includes any individual, corporation or other body corporate, partnership, trustee, trust or unincorporated association, joint venture, syndicate, sole proprietorship, other form of business enterprise, executor, administrator or other legal representatives, regulatory body or agency or Governmental Authority, however designated or constituted;

(qqq) "**Proceeding**" means any action, claim, demand, lawsuit, assessment, hearing, arbitration, judgment, award, decree, order, injunction and prosecution, or other similar proceeding;

(rrr) "**Production Payments Royalty Agreement**" means a Production Payments Royalty Agreement executed by the Buyer and the Company in respect of payments following achievement of commercial production at the Company Material Property, such payments payable in cash or shares (subject to regulatory approval for any share-based payments), of $0.50 per payable silver ounce produced from the Company Material Property, to a maximum of $2,500,000, and including covenants on the part of the Buyer not to cause the transfer of the Company or the Company Material Property without the consent of the Seller as provided therein, in the form set forth in Annex "B" attached hereto;

(sss) "**Purchase Price**" has the meaning set out in Section 2.1;

(ttt) "**Purchased Shares**" means all of the issued and outstanding shares in the capital of the Company, of which all but one are owned as of the date hereof by the Seller and one share is owned by Rafael Vergara Gutiérrez;

(uuu) "**Release**", when used as a verb, includes, release, spill, leak, emit, deposit, discharge, pump, pour, inject or dispose of into the environment or any other similar act, however defined in applicable Environmental Laws, and the term "**Release**" when used as a noun has a correlative meaning;

(vvv) "**Reporting Jurisdictions**" means: (i) in respect of the Buyer, the Provinces of British Columbia and Alberta; and (ii) in respect of the Seller, the Provinces of British Columbia, Alberta, as well as the Yukon and North West Territories;

(www) "**Sanctioned Entity**" means (i) a country or a government of a country, (ii) an agency of the government of a country, (iii) an organization directly or indirectly controlled by a country or its government, (iv) a Person resident in or determined to be resident in a country, in each case, that is subject to a country Sanctions program administered and enforced by OFAC or by any Canadian Governmental Authority;

(xxx) "**Sanctioned Person**" means (i) any Person listed in any sanctions-related list of designated persons maintained by any Canadian Governmental Authority; or (ii) a Person named on the list of Specially Designated Nationals maintained by OFAC;

(yyy) "**Second Cash Payment**" means the sum of two- hundred thousand dollars ($200,000);

(zzz) “**Seller**” means Aftermath Silver Ltd., a corporation existing under the laws of the Province of British Columbia;

(aaaa) “**Seller Disclosure Letter**” means the disclosure letter dated the Execution Date executed by Seller and delivered to the Buyer in connection with the execution of this Agreement;

(bbbb) “**Seller Fundamental Representations**” means the Seller’s representations and warranties in Sections 4.1, 4.2 and 4.4;

(cccc) “**SSR Note**” means that term promissory note dated May 13, 2020 issued by the Seller to SSR Mining Inc., with an original principal amount of $650,000;

(dddd) “**SSR Pledge**” means that certain Chilean law pledge [*Prenda Sin Desplazamioento Sobre Acciones*] made by the Seller in favour of SSR Mining Inc., in respect of 20% of the Purchased Shares owned by the Seller, securing performance of the Seller’s obligations under the SSR Note;

(eeee) “**Surface Agreements**” has the meaning set out in Section 4.13(a);

(ffff) “**Tax**” or “**Taxes**” means all foreign, federal, national, provincial, state, city or municipal taxes, levies, duties, assessments, reassessments and other charges in the nature of a tax, including income tax, profits tax, capital gains tax, gross receipts tax, corporation tax, mining tax, royalties, sales and use tax, wage tax, payroll tax, workers’ compensation levy, capital tax, stamp duty, real and personal property tax, land transfer tax, customs or excise duty, excise tax, turnover or value added tax on goods sold or services rendered, goods and services tax, withholding tax, social security, government pension plan and employment insurance charges or retirement contributions and any interest, penalties or other additions to tax;

(gggg) “**Tax Return**” means any return (including any information return), report, statement, schedule, notice, form, declaration, claim for refund or other document or information filed with, or required to be filed with, any Governmental Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any legal requirements relating to any Tax;

(hhhh) **“Technical Report**” means the technical report of the Company entitled “Amended Independent Technical Report for the Cachinal Silver-Gold Project, Region II, Chile” with an effective date of September 11, 2020;

(iiii) “**Third Cash Payment**” means the sum of four-hundred thousand dollars ($400,000);

(jjjj) “**Third Party**” has the meaning set out in Section 7.9(c);

(kkkk) “**Third Party Claim**” has the meaning set out in Section 7.6(a);

(llll) “**Time of Closing**” means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as may be agreed to in writing by the Seller on the one hand and the Buyer on the other hand;

(mmmm) "**Transfer Agent**" means the registrar and transfer agent for the Buyer Shares, as appointed from time to time, and which is on the Execution Date TSX Trust Company, at its principal offices in Toronto, Ontario; and

(nnnn) "**TSXV**" means the TSX Venture Exchange.

1.2 Rules of Construction

(a) In this Agreement:

(i) 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;

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

(iii) 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;

(iv) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa;

(v) unless otherwise indicated, 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;

(vi) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation";

(vii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;

(viii) unless otherwise indicated, time periods 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

(ix) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

1.3 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in Canadian dollars.

1.4 Time of Essence

Time shall be of the essence of this Agreement.

1.5 Knowledge

References in this Agreement to: (i) "the knowledge of the Seller" means the actual knowledge of Ralph Rushton after making reasonable enquiry of other responsible officers and employees of the Seller and the Company to inform himself as to the relevant matters; and (ii) "the knowledge of the Buyer" means the actual knowledge of Chad Williams after making reasonable enquiry of other responsible officers and employees of the Buyer to inform himself as to the relevant matters; but, in each case, without the requirement to make any inquiries of third parties or Governmental Authorities or to perform any search of any public registry office or system.

1.6 Schedules and Annexures

The following Schedules and Annexures are attached to and form part of this Agreement:

Schedule "A"	Description of the Company Material Property
Annex "A"	Form of NSR Royalty Agreement
Annex "B"	Form of Production Payments Royalty Agreement
Annex "C"	Form of Lock-Up Agreement
Annex "D"	Form of Buyer Note

ARTICLE 2
TRANSFER OF PURCHASED SHARES AND CLOSING ARRANGEMENTS

2.1 Purchase and Sale of Purchased Shares

Subject to the terms and conditions hereof, at the Time of Closing the Seller shall sell, assign and transfer to the Buyer and the Buyer shall purchase from the Seller the Purchased Shares, free and clear of all Encumbrances, for the Purchase Price which shall be paid to the Seller, in accordance with Section 2.2 and Section 2.3.

2.2 Purchase Price

The purchase price for the Purchased Shares (the "**Purchase Price**") shall be $2,652,000, being the aggregate of:

(a) 3,508,771 Buyer Shares, at a deemed price of $0.285 per Buyer Share and an aggregate value of $1,000,000 (the "**Closing Consideration Shares**"); and

(b) the Cash Payments, which in each case shall be satisfied as set out in Section 2.3.

2.3 Satisfaction of Purchase Price

The Purchase Price shall be paid and satisfied by the Buyer to the Seller as follows:

(a) at the Time of Closing, the Buyer shall pay to the Seller the Initial Cash Payment in cash by wire transfer or certified cheque to an account designated by the Seller; provided that the Seller hereby irrevocably authorizes and directs the Buyer to pay, on or before the Time of Closing, to the holder of the SSR Note, the May 2023 SSR Note Payment and, upon receipt therefor being provided to the Seller evidencing the payment of such amount, the Buyer's obligation to pay to the Seller the portion of the Initial Cash Payment to which such amount relates shall be satisfied;

(b) at the Time of Closing, the Buyer shall issue and deliver the Closing Consideration Shares, by delivering certificates representing the Closing Consideration Shares registered in the name of the Seller or, if the Closing Consideration Shares are issued in a book-entry system such as the Direct Registration System (DRS), a statement of such issuance (including a DRS Advice) registered in the name of the Seller; and

(c) at the Time of Closing, the Buyer shall issue and deliver to the Seller the Buyer Note, pursuant to which the Buyer agrees to:

(i) make the Second Cash Payment to the Seller by issuing Additional Consideration Shares or cash by wire transfer or certified cheque to an account designated by the Seller (or a combination of cash and Additional Consideration Shares), on or before May 31, 2023;

(ii) make the Third Cash Payment to the Seller by issuing Additional Consideration Shares or cash by wire transfer or certified cheque to an account designated by the Seller (or a combination of cash and Additional Consideration Shares), on or before March 31, 2024; and

(iii) make the Final Cash Payment to the Seller by issuing Additional Consideration Shares or cash by wire transfer or certified cheque to an account designated by the Seller (or a combination of cash and Additional Consideration Shares), on or before September 30, 2024.

2.4 Adjustment regarding Closing Consideration Shares

If, between the Execution Date and the Closing Date, (i) the Buyer declares or pays dividends on the Buyer Shares with a record date on or prior to the Closing Date; or (ii) changes the number of Buyer Shares issued and outstanding as a result of a reclassification, subdivision, share consolidation, recapitalization or other similar transaction, then the Closing Consideration Shares to be paid to the Seller shall be equitably adjusted to eliminate the effects of such event on portion of the Purchase Price to be paid to the Seller in the form of Closing Consideration Shares.

2.5 Certain Liabilities

Ownership of the Company shall be transferred to the Buyer on a cash-free, debt-free basis as of the Closing Date, with no accounts receivable from or payable to Affiliates of the Company outstanding as of the Closing Date. On or prior to the Closing Date, Seller shall, and shall cause all of its Affiliates to cancel or release any obligations (whether indebtedness, trade payables or otherwise) owing from the Company. Buyer does not assume, and Seller shall remain responsible for and shall pay, perform and discharge when due:

(a) any Taxes (i) of Seller, (ii) of the Company for all taxable periods or portions thereof ending on or before the Closing Date; (iii) resulting from the consummation of the transactions contemplated by this Agreement (provided that any transfer Taxes shall be borne equally as between the Buyer and the Seller), or (iv) of Seller or the Company that become a liability of Buyer under any common law doctrine of *de facto* merger or transferee or successor liability or otherwise by operation of Contract or law in connection with the transactions contemplated by this Agreement;

(b) any liability of Seller for any employment-related claims occurring prior to the Closing Date; or

(c) any liability arising under any litigation matter commenced by or against the Company prior to the Closing Date (and for greater certainty, any benefits arising out of any such litigation matter, whether directly or through countersuit, shall be for the account of the Seller).

2.6 NSR Royalty Agreement and Production Payments Royalty Agreement

At the Time of Closing, the Company Material Property Records shall be transferred to the Buyer in consideration for the NSR Royalty Agreement and the Production Payments Royalty Agreement.

2.7 Security

The Buyer agrees that the portion of the Purchase Price payable by the issuance and delivery of the Buyer Note shall be secured as follows:

(a) if the Buyer has appointed one or more Buyer Nominee(s) to acquire the Purchased Shares, the Buyer shall cause each such Buyer Nominee to execute and deliver a guarantee in favour of the Seller (the "**Nominee Guarantee**"), in form and substance satisfactory to the Seller, acting reasonably, acknowledging the material benefits to such Buyer Nominee arising directly or indirectly pursuant to the Buyer Note, and guaranteeing the payment and performance, when due, of all the covenants and obligations of the Buyer under the Buyer Note (provided that a Buyer Nominee that is a natural Person that acquires one (1) Company Share as required under the applicable Laws of the Republic of Chile shall only be required to provide a Nominee Guarantee that is limited in recourse solely to the Company Share acquired by such Buyer Nominee); and

(b) the obligations of the Buyer under the Buyer Note and, if applicable, the obligations of the Buyer Nominee(s) under the Nominee Guarantee(s), shall be secured by the Buyer Pledge.

2.8 Closing Date

Subject to compliance with the terms and conditions hereof, the transfer of the Purchased Shares shall be deemed to take effect as at the Time of Closing on the Closing Date or on such other date as the Seller on the one hand and the Buyer on the other hand may mutually determine.

2.9 Place of Closing

The Closing shall take place at the offices of Gowling WLG (Canada) LLP, counsel to the Buyer, at First Canadian Place, 100 King Street West, Suite 1600, Toronto, Ontario, M5X 1G5, Canada.

2.10 Closing Deliveries of the Seller

At the Time of Closing, the Seller shall deliver or cause to be delivered to the Buyer:

(a) a certificate of compliance (or equivalent) for the Seller dated the Closing Date;

(b) an equivalent of a good standing certificate issued by the relevant Governmental Authority in respect of the Company, dated no more than one Business Day prior to the Closing Date;

(c) a certificate from a senior officer of the Seller certifying: (i) the constating documents of the Seller; (ii) the incumbency of certain officers of the Seller; and (iii) the resolutions of the board of directors of the Seller relating to this Agreement and the transactions contemplated hereby;

(d) a certificate from a senior officer of the Seller certifying: (i) the constating documents of the Company; (ii) the incumbency of certain officers of the Company; and (iii) any applicable corporate authorizations of the Company relating to this Agreement and the transactions contemplated hereby;

(e) the certificates contemplated by Sections 6.2(a), 6.2(b) and 6.2(c);

(f) if required by the TSXV, evidence that the Corporate Placee Registration Form has been filed with the TSXV and that a Form 2A - *Personal Information Form* or Form 2C1 – *Declaration*, as applicable, has been filed with the TSXV;

(g) bills of sale, transfer, or other conveyancing instrument and/or documentary evidence satisfactory to the Buyer, acting reasonably, prepared pursuant to the Laws of the Republic of Chile, effecting the transfer of the Purchased Shares to the Buyer and/or the Buyer Nominee(s) [*Certificado Transferencia De Acciones*];

(h) evidence that the transfer of the Purchased Shares in favour of the Buyer has been duly recorded in the share registers of the Company;

(i) the Lock-Up Agreement, duly executed by the Seller;

(j) a release from the Seller in favour of the Company, releasing and discharging the Company from and against all claims, demands, damages, debts, liabilities, obligations, costs, expenses, actions and causes of action to the extent arising prior to the Closing Date out of the Company and the Assets, in a form satisfactory to the Buyer, acting reasonably, duly executed by the Seller and the Company;

(k) executed written resignations and customary mutual releases from each director and officer of the Company resigning as of the Time of Closing, substantially in a form to be agreed by the Buyer, acting reasonably, such resignations and releases to be effective as at the Closing Date, and duly executed terminations of all powers of attorney granted to such directors and officers; and

(l) all minute books, corporate records, share registry books and other books and records of the Company;

(m) evidence satisfactory to the Buyer, acting reasonably, that the Seller has taken all actions reasonably necessary to cause the security interest(s) created pursuant to the SSR Pledge security interest(s) to be discharged;

(n) all records pertaining to the Assets including surveys, Contracts, title and legal opinions, permits, licences, technical records, reports, studies, exploration data, geological, geochemical, geophysical and metallurgical data, drilling data, lab reports, assay results, files, plans, maps, feasibility studies, logs and other documentation relating to the Company Material Mining Rights or necessary in connection with the exploration and development thereof, in each case which either of the Company, the Seller or its Affiliates own or control (the "**Company Material Property Records**"); and

(o) a favourable legal opinion from Chilean counsel to the Seller, in form and substance satisfactory to the Buyer, acting reasonably, with respect to the registered ownership of the Purchased Shares and the interests of the Company in the Company Material Mining Rights, in each case, immediately prior to the Closing Time, or such other independent evidence of valid title held by the Company to the Company Material Mining Rights, as may be acceptable to the Buyer, acting reasonably.

2.11 Closing Deliveries of the Buyer

At the Time of Closing on the Closing Date, the Buyer shall deliver or caused to be delivered to the Seller:

(a) the Initial Cash Payment;

(b) a certificate of compliance in respect of the Buyer dated the Closing Date;

(c) a certificate from a senior officer of the Buyer certifying: (i) the constating documents of the Buyer; (ii) the incumbency of certain officers of the Buyer; and (iii) any applicable corporate authorizations of the Buyer relating to this Agreement and the transactions contemplated hereby, including without limitation, the issuance of the Closing Consideration Shares;

(d) proof acceptable to the Seller and its counsel, acting reasonably, of the due approval of the TSXV of the transaction contemplated by this Agreement, including the issuance by the Buyer of the Closing Consideration Shares, which approval may be a conditional approval subject to customary post-Closing listing conditions imposed by the TSXV;

(e) a share certificate or DRS Advice representing the Closing Consideration Shares;

(f) the certificates contemplated in Sections 6.3(a), 6.3(b) and 6.3(c);

(g) the NSR Royalty Agreement, duly executed by the Company; and

(h) the Production Payments Royalty Agreement, duly executed by the Company and the Buyer;

(i) the Buyer Note, duly executed by the Buyer;

(j) if applicable, the Nominee Guarantee, duly executed by each Buyer Nominee;

(k) the Buyer Pledge, duly executed by the Buyer and, if applicable, each Buyer Nominee; and

(l) the Company Note, duly executed by the Company.

2.12 Consideration Shares

The Seller acknowledges and agrees that:

(a) no prospectus has been filed with any Governmental Authority in connection with the acquisition and sale of the Consideration Shares, and the Seller is acquiring the Consideration Shares pursuant to an exemption from the prospectus requirements under Applicable Securities Laws and, as a consequence: (i) it is restricted from using most of the civil remedies available under Applicable Securities Laws; (ii) it may not receive information that would otherwise be required to be provided to it under Applicable Securities Laws; and (iii) the Buyer is relieved of certain obligations that would otherwise apply under Applicable Securities Laws;

(b) the Seller is acquiring the Consideration Shares as "principal" (as defined in Applicable Securities Laws) for its own account, and not for the benefit of any other Person;

(c) the Seller is acquiring the Consideration Shares for investment only and not with a view to the resale or distribution of the Consideration Shares;

(d) immediately prior to the Time of Closing, the Seller is not an "insider" of the Buyer (as defined under Applicable Securities Laws);

(e) (i) no stock exchange, governmental agency, securities commission or similar regulatory authority has reviewed or passed on or made any finding or determination as to the merits of, or made any recommendation or endorsement with respect to, the Consideration Shares; (ii) there is no government or other insurance covering the Consideration Shares; and (iii) there are risks associated with the acquisition of the Consideration Shares; and

(f) no Person (including the Buyer) has made to the Seller any written or oral representations: (i) that any Person will resell or repurchase the Consideration Shares; (ii) that any Person will refund the acquisition value of the Consideration Shares; or (iii) as to the future price or value of any of the Consideration Shares.

2.13 Tax Election under the *Income Tax Act* (Canada)

Upon the request of the Seller, the Buyer agrees to make a joint election with the Seller pursuant to subsection 85(1) of the *Income Tax Act* (Canada) with respect to the Seller's disposition of the Purchased Shares, to the extent that the Seller is a resident of Canada. Subject to the limitations set forth in subsection 85(1) of the *Income Tax Act* (Canada), the Seller shall determine the agreed amount for the purposes of such election and the Buyer agrees to execute and co-operate in the timely filing of the prescribed election form, and in any event shall execute and return such form to the Seller within 14 days of receipt of such form. The Seller shall have the sole responsibility for preparation and delivery of the prescribed form to the Buyer to permit execution and timely filing thereof, and shall bear the cost of preparation of such election form.

ARTICLE 3
COVENANTS OF THE PARTIES

3.1 Actions to Satisfy Closing Conditions

Each Party shall: (i) take all such reasonable actions as are within its power and otherwise use all commercially reasonable efforts so as to: (A) ensure compliance with the conditions set forth in Article 6; and (B) cause the Closing to occur as promptly as reasonably practicable following the date hereof; and (ii) not take or agree to take any action that would reasonably be expected to delay or prevent the consummation of the transactions contemplated by this Agreement.

3.2 Interim Covenants of the Seller

Other than: (i) as expressly required or permitted by this Agreement; (ii) as required pursuant to applicable Laws; or (iii) as consented to in writing by the Buyer (such consent not to be unreasonably withheld, delayed or conditioned), during the period of time from the Execution Date to and including the Closing Date, the Seller shall:

(a) maintain the SSR Note in good standing and not permit any amendments, modifications or variations thereto;

(b) cause the Company to conduct its business (including maintaining the Company Material Mining Rights in force and in good standing) only in the ordinary and normal course of business;

(c) ensure that the Company shall not: (i) amend or modify its charter documents; (ii) alter the terms and conditions of the shares of the Company or any of its securities (including any share split or conversion or exchange of securities for other securities or property); or (iii) create, authorize or agree to issue or grant any equity securities or securities convertible into or exchangeable or exercisable for equity securities of the Company;

(d) ensure that the Company shall not declare, set aside or pay any cash dividend or non-cash distribution or payment (whether in securities or property) in respect of any of its securities of any class;

(e) ensure that the Company shall not acquire any business;

(f) ensure that the Company shall not be dissolved or wound up;

(g) ensure that the Company shall not sell, transfer, dispose of, lease, encumber, relinquish, reduce, modify, abandon or grant any royalty, option to purchase, right of first offer/refusal or promise to enter into any Contract capable of becoming any of the foregoing over any Assets;

(h) ensure that the Company shall not start any proceedings with any Governmental Authority whose determination may result in modification or change to or affect in any way the perimeter, surface or any other right comprising the Company Material Property, including the location of the mining concessions shown on the titles of the mining concessions;

(i) ensure that the Company shall not enter into or amend any collective agreement with any Employees;

(j) ensure that the Company shall not grant to any Employee an increase in compensation, except in the ordinary course of business and consistent with past practice or as is necessary to comply with applicable Laws or an existing employment or services agreement;

(k) ensure that the Company shall not hire any new Employee or dismiss any Employee except: (i) the termination of any Employee for cause; or (ii) the hiring of any person to fill an existing vacancy or to replace any Employee that has resigned or has been terminated;

(l) ensure that the Company shall not make any material change in its methods of accounting, except as required by IFRS;

(m) ensure that the Company shall not make or change any material Tax election, change any annual tax accounting period, adopt or change any method of Tax accounting, enter into any closing agreement with respect to a material amount of Taxes or settle any material Tax claim, audit or assessment;

(n) ensure that the Company shall not: (A) incur any indebtedness for borrowed money other than short-term indebtedness, letters of credit or sureties in the ordinary course of business consistent with past practice; (B) grant any security over any Assets to any Person; or (C) make any loans or advances to any Person or assume or guarantee the liabilities of any Person;

(o) ensure that the Company shall not enter into any agreement creating a joint venture or partnership or effecting a business combination or other similar arrangement with another Person;

(p) ensure that the Company or any of its Affiliates or their respective representatives shall not solicit, encourage, or enter into any letter of intent, contract or other agreement with any Person (other than the Buyer or the Buyer Nominee) concerning any offers to purchase, directly or indirectly, membership interests or all or substantially all of the assets of the Company or the Company Material Property including any joint venture or royalty transaction or similar arrangement, and the Company or any of its Affiliates or their respective representatives shall not initiate or participate in any discussions or negotiations with any Person (other than the Buyer or the Buyer Nominee) with respect to any such transactions or similar transactions including transactions relating to the Assets, during the period commencing on the date hereof and ending on the termination of this Agreement;

(q) ensure that all intercorporate indebtedness as among the Seller and its Affiliates (which Affiliates exclude the Company) on the one hand, and the Company on the other hand, are settled in full, such that, as at the Closing, there shall be no intercorporate indebtedness owing as between such two groups of entities (it being understood and agreed that nothing in this Section 3.2 shall prevent the foregoing from being done); and

(r) ensure that the Company shall not attempt or agree to do any of the foregoing matters listed in paragraphs (c) through (p) above, as applicable.

3.3 Notice of Certain Events

Seller and the Buyer agree that, subject to applicable Laws, each shall provide the other prompt notice in writing of:

(a) any notice or communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any material notice or communication from any Governmental Authority in connection with the Assets and the transactions contemplated by this Agreement;

(c) any material Proceeding commenced or threatened against it (and in the case of the Seller, the Company) which relates to the consummation of the transactions contemplated by this Agreement; and

(d) any failure by it to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied under this Agreement**.**

and copies of all documents related thereto, provided that the giving of any such notice shall not in any way change or modify the representations and warranties of the Seller on the one hand, or the Buyer on the other hand, or any conditions in favour of the Seller on the one hand or the Buyer on the other hand, contained in this Agreement or otherwise affect the remedies available to the Seller on the one hand or the Buyer on the other hand, under this Agreement.

3.4 Access

Upon reasonable notice and subject to applicable Law and the Confidentiality Agreement and provided it would not unreasonably interfere with the business and affairs of the Company, the Seller agrees to, and to cause the Company to, provide the Buyer and the Buyer’s authorized representatives and advisors with reasonable access during regular business hours to: (i) all books, records and information relating to the Company in the Seller’s or Company’s possession and control; and (ii) at the sole risk of the Buyer, the Company Material Property. The Buyer acknowledges and agrees that information furnished pursuant to this Section 3.4 shall be subject to the terms and conditions of the Confidentiality Agreement.

3.5 Public Statements

Each Party shall consult with the other Parties prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the transactions contemplated by this Agreement and subject to requirements of applicable Law shall provide the other Parties with a reasonable period of time to review and comment on all such press releases or statements prior to the release thereof. To the extent that any such press release or public statement is required by applicable Law, by a rule of a stock exchange on which a Party’s shares are listed or traded or by a Governmental Authority, the press release or public announcement shall be issued or made after consultation with the other Parties and after taking into account the other Parties’ comments. If such advance consultation is not reasonably practicable or legally permitted, to the extent permitted by applicable Law, the disclosing Party shall provide the other Parties with a copy of any written disclosure made by such disclosing Party as soon as practicable thereafter.

3.6 Insurance Matters

Until the Closing, the Seller shall: (i) keep in full force and effect all of the Company Existing Insurance Policies; and (ii) given any notice or present any claim under the Company Existing Insurance Policies consistent with past practices of the Company in the ordinary course of business.

3.7 Assistance with Financial Statements and Technical Report

(a) Prior to the Closing and as soon as reasonably practicable: (i) the Seller, the Company and the Buyer shall furnish to each other such information and shall provide such assistance as the Buyer may reasonably request in order to prepare any filings or submissions or notices to be made or given by them; and (ii) the Seller and the Company shall provide to the Buyer, on a timely basis, all financial information the Buyer reasonably requires related to the Company and the Company Material Mining Rights, provided that the Buyer has provided the Seller or the Company with reasonable notice of such request, in order to meet its schedule for the preparation of the financial statements related to the Company. Without limiting the generality of the foregoing, prior to the Closing, the Seller and the Company shall use commercially reasonable efforts to provide all required financial information with respect to the Company and the Company Material Mining Rights to the Buyer and its auditors in sufficient time and detail to permit the Buyer's auditors to take all steps and perform all reviews necessary to provide sufficient assistance to the Buyer with respect to information to be included in such financial statements.

(b) Prior to the Closing and as soon as reasonably practicable, the Seller shall use its commercially reasonable efforts to provide the Buyer with the technical information to the extent in possession of the Company or available to the Seller, necessary for the Buyer to cause an independent third party technical consultant to prepare a current independent technical report for the Company Material Property prepared in accordance with the requirements of NI 43-101.

(c) Prior to the Closing and as soon as reasonably practicable, in addition to the documents that the Seller shall make available to the Buyer under the other paragraphs of this Section 3.7, the Seller shall use its commercially reasonable efforts to provide the Buyer with all documents and information relating to: (i) the mining concessions comprising the Company Material Property which demonstrates compliance with any obligations under the Laws of the Republic of Chile; (ii) all environmental and other relevant Permits held by the Company to conduct Operations on the Company Material Property; (iii) surface rights owned, leased or under temporary occupation agreements with respect to the Company Material Property and any documents and information relating to employees and any existing unions with respect to the Company Material Property.

3.8 Share Transfer Agreement

The Seller shall cause Rafael Vergara Gutiérrez to transfer the one Purchased Share owned by him to the Buyer or a Buyer Nominee as at the Time of Closing.

3.9 Post-Closing Covenants Of the Seller

Upon full, final and indefeasible payment and/or satisfaction of the obligations under the Buyer Note, the Seller covenants and agrees that it shall promptly take any and all action necessary to discharge the security interest(s) created pursuant to the Buyer Pledge, and to cancel all registrations evidencing such security interest(s) in all applicable public registries and return to the Buyer any certificates or other collateral in its possession in respect thereof, provided that the Buyer shall be responsible for all reasonable costs and expenses incurred by the Seller in connection with the matters contemplated under this Section 3.9.

3.10 Post-Closing Covenants of the Buyer

(a) Subject to Section 3.10(d), until such time that the Cash Payments have been paid in full, the Buyer shall not, and shall ensure that neither the Company nor any Buyer Nominee will, without the prior written consent of the Seller (not to be unreasonably withheld):

(i) directly or indirectly, offer, sell, contract to sell, grant any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any other agreement to transfer or assign the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with any interest in the Purchased Shares, the Company Material Property or the Company Material Mining Rights;

(ii) amend or propose to amend the Company's constating documents; provided that any amendment or proposed amendment that does not adversely affect the Seller's rights under this Agreement or impair the security granted pursuant to the Buyer Pledge shall not require the prior written consent of the Seller provided at least 10 Business Days' advance written notice is provided to the Seller;

(iii) split, combine or reclassify any of the outstanding equity securities of the Company, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to the equity securities of the Company;

(iv) redeem, purchase or offer to purchase any equity securities of the Company;

(v) reduce the stated capital of the Company;

(vi) permit the Company to (A) incur any indebtedness for borrowed money other than short-term indebtedness, letters of credit or sureties in the ordinary course of business consistent with past practice of the Seller and the Company prior to the Time of Closing; (B) grant any security over any Assets to any Person; or (C) make any loans or advances to any Person or assume or guarantee the liabilities of any Person;

(vii) permit the Company, its officers and directors or any employees or agents of the Company to engage in any activity that would reasonably be expected to result in the Company being designated as a Sanctioned Person or Sanctioned Entity;

(viii) permit the Company to adopt resolutions or enter into any agreement providing for the amalgamation, merger, consolidation, reorganization or any other extraordinary transaction in respect of itself or adopt any plan of liquidation;

(ix) wind up, liquidate, dissolve or otherwise terminate the corporate existence of the Company;

(x) take any actions or proceeding to have the Company declare bankruptcy or to have a receiver appointed for any part of the Assets;

(xi) request or permit the reduction or modification of the Company Material Property or modification of the titles of the mining concessions, or any modification or change to the perimeter, surface or any other right comprising the Company Material Property;

(xii) settle, pay, discharge, satisfy, compromise, waive, assign or release any material action, claim or proceeding brought against the Company (other than an action brought against the Company by the Seller or any of its Affiliates in connection with this Agreement);

(xiii) enter into any agreement or arrangement that limits or otherwise restricts in any material respect the Company from competing in any manner;

(xiv) waive, release or assign any material rights, claims or benefits of the Company; or

(xv) agree to do any of the foregoing.

(b) Until such time that the Cash Payments have been paid in full, the Buyer shall cause the Company to:

(i) comply, in all material respects, with all applicable Laws (including AML Legislation and Anti-Corruption Laws);

(ii) remain solvent;

(iii) maintain all of the Company Material Mining Rights in force and in good standing, free and clear of all Encumbrances other than Permitted Encumbrances, and pay when due all rentals, fees, duties, investments, expenditures and other payments owed in respect thereof to Governmental Authorities and make all filings in respect thereof to the applicable Governmental Authorities;

(iv) immediately deliver to the Seller a copy of any notification from a Governmental Authority requesting payment or compliance with any outstanding obligation in accordance with applicable Laws or notification that the Company Material Mining Rights will be or have been cancelled or nullified;

(v) maintain the Surface Agreements in good standing and immediately deliver to the Seller a copy of any third party claims or demands or other notices pursuant to or in respect of the Surface Agreements; and

(vi) maintain in good standing, and comply with, all Permits necessary to conduct its Operations.

(c) In the event that either: (i) the Buyer shall be in breach of any obligations under the Buyer Note; or (ii) the Buyer Nominee(s) shall be in breach of any obligations of such Buyer Nominee(s) under the Nominee Guarantee(s), and the Seller shall exercise its remedies pursuant to the Buyer Pledge to effect a transfer of the Purchased Shares to the Seller, at such time:

(i) the Buyer shall cause the Company to have no indebtedness for borrowed money and working capital in an amount equal to or greater than zero; and

(ii) each of the Buyer and the Buyer Nominee(s), as applicable, shall deliver to the Seller a certificate, in a form acceptable to the Seller and its counsel, acting reasonably, dated as of the effective date of the transfer of the Purchased Shares to the Seller, executed by a senior officer of the Buyer and Buyer Nominee(s), as applicable, certifying that the Buyer has complied with, or caused the Company to comply with, as applicable, all of the covenants set out in Sections 3.10(a), 3.10(b) and 3.10(c)(i) hereof.

(d) For the sake of clarity, the Parties hereby acknowledge and agree that:

(i) the Company shall be entitled to issue equity securities of itself to the Buyer, any Affiliates of the Buyer or associated Persons without the prior written consent of the Seller, provided that such additional equity securities of the Company shall become subject to the Buyer Pledge; and

(ii) The Seller shall not withhold its consent as contemplated in Section 3.10(a) in connection with any transaction that provides for the payment of all of the unpaid portion of the Cash Payments prior to or concurrently with the completion thereof.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller hereby represents and warrants to the Buyer as follows, and acknowledges that the Buyer is relying on such representations and warranties in entering into this Agreement and completing the purchase of the Purchased Shares and the transactions contemplated hereby:

4.1 Existence of the Seller and the Company

Seller is a company validly existing and in good standing under the laws of the Province of British Columbia. The Seller has the corporate power to: (i) own the shares of the Company and to carry on its business as currently conducted; and (ii) execute, deliver and perform its obligations under this Agreement. The Company is a company validly existing and in good standing under the laws of the Republic of Chile. The Company has the corporate power to carry on its business as currently conducted.

4.2 Execution, Delivery and Enforceability

The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Seller and constitutes a legal, valid and binding obligation of the Seller enforceable by the Buyer in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency and other rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

4.3 No Conflict

The entering into of this Agreement and the performance of the Seller of its obligations hereunder including the sale of the Purchased Shares will not: (i) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice of lapse of time, or both, would constitute a default) under any provision of the constating documents of the Seller or the Company, or any Material Contract to which the Seller or the Company is a party or by which the Seller or the Company is bound, or result in the creation of any material Encumbrance on any of the assets of the Seller or the Company; or (ii) result in a violation in any material respect of any of the terms and provisions of any Law applicable to the Seller or the Company.

4.4 Ownership of Purchased Shares

(a) Immediately prior to the Time of Closing, the Seller will be the direct owner of all but one of the issued and outstanding shares of the Company (comprising all but one Purchased Share), other than with respect to one Purchased Share held by Rafael Vergara Gutiérrez, such Purchased Shares being free and clear of all Encumbrances (other than pursuant to the SSR Pledge). None of the Purchased Shares are subject to any voting trust, shareholder agreement or voting agreement. Upon completion of the transactions contemplated by this Agreement, all of the Purchased Shares will be owned by the Buyer or the Buyer Nominee as the registered and beneficial owner of record, free and clear of all Encumbrances (except such Encumbrances as may have been granted by the Buyer). The Company does not own beneficially or of record, any securities or other ownership, equity or proprietary interests of any kind in any Person, and is not and will not be bound by any commitment or obligation to acquire any securities or other ownership, equity or proprietary interests of any kind in any Person.

(b) The total issued and outstanding shares in the capital of the Company consists of an unlimited number of common shares, of which 374,565 shares (comprising the Purchased Shares) are issued and outstanding, all of which, except one, are owned by the Seller, and one of which is owned by Rafael Vergara Gutiérrez. The Purchased Shares are duly authorized, validly issued, fully subscribed and paid and free and clear of any Encumbrances (other than pursuant to the SSR Pledge). There are no other securities of the Company authorized, issued or outstanding, and there are no existing options, warrants, calls, pre-emptive rights, subscriptions or other rights, agreements, arrangements or commitments of any kind relating to the issued or unissued securities of the Company.

(c) The Company is not bound by or subject to any: (i) pre-emptive or other outstanding rights, subscriptions, options, warrants, conversion, put, call, exchange or other rights, agreements, commitments, arrangements or understandings of any kind pursuant to which the Company, contingently or otherwise, is or may become obligated to offer, issue, sell, purchase, return or redeem any equity securities, (ii) shareholders agreements, voting trusts, proxies or other agreements or understandings to which the Company is a party or to which the Company is bound relating to the holding, voting, sale, purchase, redemption or other acquisition of equity securities, or (iii) agreements, commitments, arrangements, understandings or other obligations to declare, make or pay any dividends or distributions, whether current or accumulated, or due or payable, on any equity securities. Except pursuant to this Agreement, the Company is not obligated to become party to any Contract to sell, transfer or otherwise dispose of any equity securities.

4.5 Equity Interests or Other Outstanding Investment Obligations

The Company does not own, directly or indirectly, beneficially or of record, any equity securities of any third party. The Company is not a party to any shareholders' agreements, voting trusts or other agreements or understandings relating to the voting, purchase, redemption or other acquisition of any equity securities of any third party. There are no outstanding obligations of the Company to make any investment in or provide funds to (whether in the form of a loan, capital contribution or otherwise) any third party. No third party is in default with respect to any obligation to repay a loan to the Company. The Company does not have any outstanding bonds, debentures, notes or other obligations which provide the holders thereof the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the shareholders of the Company. The Company does not have any outstanding agreement to acquire any debt obligations of any third party.

4.6 Consents

(a) No Consent of any Governmental Authority is required to be obtained or made by the Seller or the Company in connection with the consummation of the transactions contemplated by this Agreement.

(b) Other than pursuant to the SSR Pledge and the SSR Note, no Consent is required to be obtained under any Material Contract of the Company in connection with the consummation of the transactions contemplated by this Agreement.

4.7 No Other Agreements to Purchase; No Options

No Person other than the Buyer or a Buyer Nominee has any written or oral agreement or option or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase or acquisition from the Seller of any of the Purchased Shares or capable of becoming an agreement or option for the purchase or acquisition of any securities of the Company, other than pursuant to the SSR Pledge and the SSR Note.

4.8 Company Financial Statements

The Company Financial Statements have been prepared in accordance with IFRS applied on a consistent basis, are correct and complete in all material respects, and present fairly, in all material respects, the assets and liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Company as at their respective dates and the results of operations and cash flows of the Company for the periods covered by the Company Financial Statements.

4.9 No Undisclosed Liabilities

At the Time of Closing, the Company will not have any liabilities which would be required to be disclosed on the financial statements in accordance with IFRS except: (i) those liabilities reflected or reserved against on the Company Financial Statements; and (ii) liabilities incurred by the Company since the date of the Company Financial Statements in the ordinary course of business.

4.10 Indebtedness

The Company has not entered into any revolving credit or term loan agreement or other similar financing with any corporation, bank, financial institution, Governmental Authority or any other Person.

4.11 No Guarantee

The Company has not given or agreed to give, nor is it a party to or bound by or subject to, any Contract providing for the guarantee, indemnification, assumption or endorsement of any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any Person.

4.12 Absence of Changes

Since the date of the Company Financial Statements, the business of the Company has been conducted only in the ordinary course of business consistent with past practice and there has not been any Material Adverse Change.

4.13 Mining Rights

(a) Schedule 4.13 of the Seller Disclosure Letter sets out a list of all of the material mining rights owned by the Company, including the Company Material Property and any material mining claim, mining concession, application for mining concession, mining lease, option agreement, mining right, agreements and/or authorizations required to access and use the surface where the Company Material Property is located, including leases and temporary occupation rights ("**Surface Agreements**"), and water rights (collectively, the "**Company Material Mining Rights**").

(b) All of the Company Material Mining Rights have currently been recorded or issued in the name of the Company, with the Mining Registrar of Taltal [*Conservador de Bienes Raíces de Taltal*]. All of the Company Material Mining Rights are in force and in good standing, free and clear of all Encumbrances other than Permitted Encumbrances (except with respect to the SSR Pledge), and all material rentals, fees, duties, investments, expenditures and other payments owed in respect thereof to Governmental Authorities have been paid or incurred and will have been paid or incurred at the Time of Closing and all material filings in respect thereof have been and at the Time of Closing will have been made to Governmental Authorities. The Company has not received any notification from the Governmental Authorities requesting payment or compliance with any outstanding obligation in accordance with applicable Laws or notification that the Company Material Mining Rights will be or have been cancelled or nullified.

(c) Other than as disclosed in Schedule 4.13 of the Seller Disclosure Letter, no Person other than the Company has any preferential right or interest in the Company Material Mining Rights or the production or profits therefrom or any royalty or finder's fee, or other payment as rent or royalty in relation to minerals, concentrates, precipitates, products and/or revenues produced or derived from the Company Material Property, or any right to acquire any of the foregoing, and there are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights currently affecting the Company Material Mining Rights.

(d) The Company Material Mining Rights are not subject to any existing exploration, exploitation, option, promise to execute an agreement, joint venture, association, joint investment, partnership, co-ownership or other agreement affecting in any material manner the ownership, use, Operations, marketable title or transferability in respect of the Company Material Mining Rights.

(e) Neither the Company nor the Seller have requested the reduction or modification of the Company Material Property or modification of the titles of the mining concessions, nor has the Company started, received notice of or, to the knowledge of the Seller, understands to be pending or threatened any administrative proceeding before any Governmental Authority whose determination may result in a modification, change or otherwise affect in any way the perimeter, surface or any other right comprising the Company Material Property.

(f) The Company has access to the surface where the Company Material Property is located pursuant to the Surface Agreements to conduct its Operations in respect of such Company Material Property and it has not received from any third party claims or demands derived from the use of said surface, other than pursuant to the terms of the Surface Agreements.

(g) To the knowledge of the Seller, the Company Material Mining Rights do not overlap with any third party rights that may enable such third party to explore or exploit any substance in the same area and the Company has not received from any Governmental Authority or third parties, written claims or demands derived from any overlapping of the Company Material Mining Rights with any third party right.

(h) The Company Material Mining Rights are not located within any nature-restricted area or natural reserve, as defined in the Environmental Laws, and the Company has not received any written notice from any Governmental Authority informing the Company of the creation of such an area or reserve where the Company Material Mining Rights are located.

4.14 Mineral Resources

The mineral resource estimates and statements for the Company Material Property as specified in the Technical Report were prepared in all material respects in accordance with sound mining, engineering, geoscience and other applicable industry standards and practices, and in all material respects in accordance with all Applicable Securities Laws, including the requirements of NI 43-101. To the knowledge of the Seller, there has been no material change that would disaffirm or adversely change the aggregate amount of estimated mineral resources in respect of the Company Material Property from the amounts most recently set forth in the Technical Report.

4.15 Permits

The Company has duly obtained all Permits necessary to conduct its Operations (as currently conducted) and the Company is not in material default or material breach of any such Permit. Schedule 4.15 of the Seller Disclosure Letter lists all of the Permits as of the currency date set out therein. None of the Permits will be terminated or impaired or become terminable, in whole or in part, as a result of the transactions contemplated hereby.

4.16 Real and Personal Property and Surface Agreements

The Company does not own any material real property and is not party to any Surface Agreements (other than the Company Material Mining Rights and water rights). All Surface Agreements with counterparties are in material compliance with their terms and no written demands exist that may result in losing the real property owned by the Company or any material rights under any Surface Agreement.

4.17 Agreements and Commitments

The Company is not a party to any Material Contracts; the Company has not entered into and is not bound under any oral Contract that is a Material Contract; and the Company is not participating in any discussions or negotiations regarding entering into any new Contract that would be a Material Contract.

4.18 Environmental Matters

(a) Currently, and during the period in which the Seller owned the Company, the Company:

(i) to the Knowledge of the Seller, is and was in compliance in all material respects with all applicable Environmental Laws;

(ii) to the Knowledge of the Seller, has duly obtained all material Permits necessary to conduct Operations as currently conducted in compliance in all material respects with all Environmental Laws;

(iii) has not received written notice that the Company is in material default or material breach of any such material Permit; and

(iv) has not received any written order, notice or other communication from any Governmental Authority of any actual or threatened material non-compliance with any Environmental Law which would give rise to a material undischarged liability.

(b) There are no pending or, to the knowledge of the Seller, threatened material Proceedings relating to the Company or the Company Material Property arising under or in respect of any Environmental Law and for which written notice has been received by the Company.

(c) To the knowledge of the Seller, there are no investigations or reviews out of the ordinary course being conducted by any Governmental Authority on the assets and properties currently owned, leased or used by the Company under Environmental Laws.

(d) To the knowledge of the Seller, there is no current outstanding remedial or corrective action required pursuant to Environmental Law to conduct the Operations or to own, possess, control or manage the assets and properties of the Company.

4.19 Books and Records

(a) The financial books, records and accounts of the Company have been maintained in accordance with IFRS and fairly reflect the material transactions and dispositions of the assets and properties of the Company.

(b) The corporate records for the Company are complete and correct in all material respects and have been maintained in compliance in all material respects with applicable Laws. The corporate records of the Company contain accurate and complete minutes of all shareholders' meetings and corporate company actions or written consents by the shareholders and the board of directors and committees of the Company.

4.20 Insurance

Schedule 4.20 of the Seller Disclosure Letter sets out a list, as of the Execution Date, of all material insurance policies of the Company or with respect to which the Company is a named insured or otherwise the beneficiary of coverage (collectively, the "**Company Existing Insurance Policies**"). The Company: (i) is not in material default with respect to any of the provisions contained in any Company Existing Insurance Policy; or (ii) has not failed to give any notice or present any material claim under any insurance policy in a due and timely manner.

4.21 Compliance with Laws

The Company is (and has been at all times since its acquisition by the Seller) in compliance in all material respects with applicable Laws in connection with its conduct of Operations. The Company (i) has not been charged, and to the knowledge of the Seller, is not under investigation with respect to a violation of any applicable Laws, and (ii) is not a party to or bound by any order, judgment, decree, injunction, rule or award of any court, arbitration panel or other Governmental Authority, and (iii) has filed all reports and has all licenses required to be filed with any Governmental Authority on the date hereof.

4.22 NGO and Community Groups

No material Proceeding between the Company or any of its Affiliates and any non-governmental organization, community, community group, aboriginal or indigenous peoples or aboriginal or indigenous group exists or, to the knowledge of the Seller, is threatened with respect to the Company Material Property or any Operations thereon.

4.23 Cultural Heritage

None of the areas covered by the Company Material Property (including any construction, remains or similar elements located thereon) have been declared as a protected cultural or archaeological site by any Governmental Authority and, to the Knowledge of the Seller, there have been no archeological or historical findings in the Company Material Property.

4.24 Litigation

There are no Proceedings pending or, to the knowledge of the Seller, threatened against or affecting or related to, the Company or the Company Material Property before or by any court or other Governmental Authority.

4.25 Taxes

(a) There is no withholding, stamp or other Taxes required to be remitted by the Buyer on behalf of the Seller pursuant to the laws of Chile in connection with the transactions contemplated by this Agreement.

(b) The Company has duly filed on a timely basis with the appropriate Governmental Authorities all Tax Returns required to be filed by it and has submitted all required affidavits and complied with other accessory fiscal obligations and duties that are required to be fulfilled by or with respect to it, including keeping books of account in compliance with all applicable Laws. All such Tax Returns were complete and accurate in all material respects at the time they were filed. At the Time of Closing, the Company will have paid all Taxes which are due and payable (including all instalments and prepayments of Tax as required by applicable Laws). At the Time of Closing, no jurisdiction or authority in or with which the Company does not file a Tax Return will have alleged that it is required to file such a Tax Return.

(c) At the Time of Closing there will be no agreements, waivers or other arrangements providing for an extension of time for the Company to file any Tax Return or pay any Taxes or for any Governmental Authority to examine any Tax Return or levy any assessment.

(d) At the Time of Closing, the Company will have, in all material respects, withheld from each payment made, or deemed to have been made, to any person, all Taxes required to be withheld therefrom and will have paid the same to the proper Governmental Authorities within the time required under any applicable Laws.

(e) At the Time of Closing, the Company will have collected all material Taxes required to be collected by it and remitted, in all material respects, to the appropriate Tax authority when required by Law to do so, all such Taxes collected by it.

(f) At the Time of Closing, there will be no material Proceedings pending or, to the knowledge of the Seller, threatened against the Company in respect of Taxes, nor will there be any material matters under discussion by the Company with any Governmental Authority relating to Taxes.

(g) At the Time of Closing, no Encumbrances for Taxes have been filed, and no claims or assessments for Taxes have been asserted, by any Governmental Authority with respect to the Company.

(h) The Company is not under audit by any Governmental Authority in respect of any Tax Return.

(i) The Company is not a party to or bound by any tax consolidation, tax sharing agreement, tax indemnity obligation or similar agreements or arrangement with respect to Taxes.

(j) The Company is not a party to or subject to any ruling request, settlement agreement or similar agreement with any Governmental Authority relating to Taxes for any periods for which the statute of limitations has not yet expired.

4.26 Employment Matters

(a) The Company has no Employees and there are no employment agreements, consulting agreements, directorship agreements, pension plan arrangements, benefits arrangements, employee stock options, common stock purchase, phantom share or share appreciation agreements, union contracts or other labour or personal service contracts or arrangements of any nature whatsoever to which the Company is a party or by which it is bound.

(b) The Company is in compliance in all material respects with: (i) all applicable Laws relating to employment and employment practices, including terms and conditions of employment, wages, overtime, vacations, hours of work, collective bargaining, collective agreements, benefits extensions, anti-union practices, occupational safety and health, labour accidents and diseases, severance payments, bonuses, whether under applicable Law and/or their individual or collective employment agreements, all social security obligations and debts arising in connection with social security contributions, pension fund contributions, mandatory health care contributions, unemployment insurance contributions, welfare payments and insurance for work-related accidents and illnesses; (ii) any other applicable labour and social security Laws; and (iii) all applicable Laws relating to subcontracting. The Company does not have any liability in respect of post-retirement, medical, dental or life insurance benefits for any former Employees (other than coverage mandated by applicable Law).

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other event, including termination of employment), will result in any former Employee or consultant to the Company becoming entitled to, or any increase in, any material payment or benefit (including severance pay) or accelerate the timing of payment or vesting of any material compensation or benefits, in either case under any employee benefit plan of the Company in respect of the Employees.

4.27 Collective Agreements

The Company has not made any Contracts with any labour union or employee association with respect to any collective agreement. There are currently no work stoppages or strikes (legal or otherwise) pending with respect to the Company or, to the knowledge of the Seller, threatened. No labour organization has made a written demand to the Company for recognition that is pending as of the date hereof. The Company has not received written notice of any representation proceedings or written petitions seeking a representation proceeding against the Company.

4.28 Company Intellectual Property

Each of the rights in relation to Company Intellectual Property is valid, subsisting and enforceable. There are no pending proceedings of any kind or nature whatsoever, initiated or, to the knowledge of the Seller, threatened against the Company or the Seller for any illegal use or infringement of any third party rights with respect to the Company Intellectual Property. The Seller has no knowledge of any written claim of infringement or breach by the Company of any industrial or intellectual property rights of any other Person and the Seller and the Company have not received any written notice that any Operations, including the use of the Company Intellectual Property, infringes upon or breaches any industrial or intellectual property rights of any other Person, or the trade secrets, know-how or confidential or proprietary information of any other Person, and the Seller has no knowledge of any infringement or violation of any of the rights of the Company under the Company Intellectual Property.

4.29 Unlawful Contributions

(a) Each of the Seller and the Company is in compliance with, and has not been charged under, AML Legislation.

(b) Each of the Seller and the Company, their respective officers and directors and, to the knowledge of the Seller, their employees and agents, are in compliance with, and have not been charged under, Anti-Corruption Laws and applicable Sanctions and are not knowingly engaged in any activity that would reasonably be expected to result in any of the Seller or the Company being designated as a Sanctioned Person or Sanctioned Entity.

4.30 Finder's Fee

There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Seller or the Company who might be entitled to any fee or commission for which the Company would be or could become liable, in connection with the transactions contemplated by this Agreement.

4.31 Transactions with Related Parties

The Company has not entered into any commercial transaction with the Seller or any other related party. Any and all agreements or transactions with related parties of the Seller existing prior to the Closing Date have been terminated and settled in full and there is no outstanding amount owed to or charged against the Company.

4.32 Bankruptcy Proceedings

The Company has not made a general assignment for the benefit of its creditors or instituted any Proceeding seeking to declare itself bankrupt or insolvent or seeking a liquidation, winding-up or reorganization, arrangement, adjustment, protection, relief from its debts or any similar arrangement under any Laws relating to bankruptcy, insolvency or reorganization and no such Proceeding is contemplated as of the date hereof.

4.33 SSR Note and Certain Payments

The SSR Note is in good standing and not in default, and all amounts owing thereunder have been duly paid and satisfied by the Buyer other than the final payment of $300,000 due on May 21, 2023, which will be satisfied on Closing upon payment of the portion of the Initial Cash Payment to or to the order of SSR.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller as follows, and acknowledges that the Seller is relying on such representations and warranties in entering into this Agreement and completing the sale of the Purchased Shares and the transactions contemplated hereby.

5.1 Existence and Corporate Approvals

The Buyer is a corporation validly existing and in good standing under the laws of the Province of Ontario. Any Buyer Nominee, if a corporation, shall be a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation. The Buyer has (and any corporate Buyer Nominee shall have) the corporate power or other organizational powers to: (i) own the Purchased Shares; (ii) carry on its business as currently conducted; and (iii) execute, deliver and perform its obligations under this Agreement, including without limitation, with respect to the Buyer, the issuance of the Closing Consideration Shares.

5.2 Execution, Delivery and Enforceability

The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Buyer and constitutes a legal, valid and binding obligation of the Buyer, enforceable by the Seller in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency and other Laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5.3 No Conflict

The entering into of this Agreement and the performance by the Buyer of its obligations hereunder will not: (i) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under any provision of the Buyer's constating documents or any Contract to which the Buyer is a party or by which the Buyer is bound; or (ii) result in a violation in any material respect of any of the terms and provisions of any Law applicable to the Buyer other than as would not result in a Material Adverse Change.

5.4 Consents and Regulatory Approvals

No Consent of any Governmental Authority or any other third party is required to be obtained by the Buyer in connection with the consummation of the transactions contemplated by this Agreement, other than the conditional and final acceptance of the TSXV in respect of the transactions contemplated by this Agreement, including the issuance of the Consideration Shares.

5.5 The Consideration Shares and Securities Law Matters

(a) At the Time of Closing, all necessary corporate action will have been taken by the Buyer to validly issue the Closing Consideration Shares as fully paid and non-assessable shares in the capital of the Buyer.

(b) At the time of issuance of any Additional Consideration Shares, all necessary corporate action will have been taken by the Buyer to validly issue such Additional Consideration Shares as fully paid and non-assessable shares in the capital of the Buyer.

(c) The currently issued and outstanding Buyer Shares are listed and posted for trading on the TSXV, and no order ceasing or suspending trading in any securities of the Buyer or prohibiting the trading of any of the Buyer's issued securities has been issued and no Proceedings for such purpose are pending or, to the knowledge of the Buyer, threatened.

(d) The Buyer is a reporting issuer under the Applicable Securities Laws in the Reporting Jurisdictions applicable to the Buyer. The Buyer is not in default in any material respect of any requirement of Applicable Securities Laws in the Reporting Jurisdictions applicable to the Buyer, nor is it included in a list of defaulting reporting issuers maintained by the securities commissions in the Reporting Jurisdictions applicable to the Buyer.

(e) At the Time of Closing, the Closing Consideration Shares will be conditionally approved for listing on the TSXV, subject only to standard post-closing conditions of the TSXV.

(f) At the time of issuance of any Additional Consideration Shares under the Buyer Note, such Additional Consideration Shares will have been conditionally approved for listing on the TSXV, subject only to standard post-closing conditions of the TSXV.

(g) All corporate action required to be taken by the Buyer for the authorization, issuance, sale and delivery of the Closing Consideration Shares to be issued as fully paid and non-assessable common shares in the capital of the Buyer has been validly taken at the date hereof.

(h) At the time of issuance of any Additional Consideration Shares under the Buyer Note, all corporate action required to be taken by the Buyer for the authorization, issuance, sale and delivery of such Additional Consideration Shares to be issued as fully paid and non-assessable common shares in the capital of the Buyer will have been validly taken on or before the date thereof.

5.6 Transfer Agent

The Transfer Agent has been duly appointed as the registrar and transfer agent of the Buyer Shares.

5.7 Compliance with Laws

(a) The Buyer is carrying on its business, operations and affairs in compliance, in all material respects, with all applicable Laws of each jurisdiction in which it carried its business operations and affairs, and has at all times in the past so carried on its business, operations and affairs.

(b) The Buyer is in good standing and not in default under all applicable Laws, in all material respects, and no event has occurred and no fact or circumstance exists that, now or with notice or the lapse of time, would reasonably be expected to constitute a material default under any applicable Law.

(c) To the Knowledge of the Buyer, there is no legislation, or proposed legislation (published by a legislative body), which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Buyer.

ARTICLE 6
CLOSING CONDITIONS

6.1 Mutual Conditions

The obligations of the Seller on the one hand, and the Buyer on the other hand, to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or before the Time of Closing of each of the following conditions:

(a) no preliminary or permanent injunction or other order, decree or ruling issued by a Governmental Authority, and no statute, rule, regulation or executive order promulgated or enacted by a Governmental Authority, which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement, shall be in effect;

(b) the TSXV shall have provided its conditional approval of the transactions contemplated herein, including the issuance of the Closing Consideration Shares (subject to customary post-Closing listing conditions imposed by the TSXV).

The foregoing conditions are for the exclusive mutual benefit of the Seller, on the one hand, and the Buyer, on the other hand, and any such condition may be waived in whole or in part by the Seller on the one hand, or the Buyer, on the other hand, at or prior to the Time of Closing, by each delivering to the other a written waiver to that effect. The Seller, on the one hand, and the Buyer, on the other hand, each acknowledges to the other Party that any waiver by the other Party of any condition or any part of any condition shall constitute a waiver only of such condition or such part of such condition, as the case may be, and shall not constitute a waiver of any covenant, agreement, representation or warranty made by the Seller, on the one hand, or the Buyer, on the other hand, that corresponds or is related to such condition or such part of such condition, as the case may be.

6.2 Closing Conditions in Favour of the Buyer

The obligations of the Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or before the Time of Closing of each of the following conditions:

(a) the representations and warranties made by the Seller in this Agreement shall be true and correct in all respects without giving effect to any limitation indicated by the words “Material Adverse Change”, “in all material respects”, “material” or “materially”, except where the failure of such representations and warranties to be true and correct do not constitute in aggregate a Material Adverse Change, in each case as of the Closing Date, as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, then as of such date, or except as affected by transactions contemplated or permitted by this Agreement), and the Seller shall have provided to the Buyer a certificate dated the Closing Date executed by a senior officer to the foregoing effect;

(b) Seller shall have performed and complied, in all material respects, with all covenants, conditions and agreements required by this Agreement to be performed or complied with by the Seller on or prior to the Time of Closing, and the Seller shall have provided to the Buyer a certificate dated the Closing Date executed by a senior officer to the foregoing effect;

(c) no Material Adverse Change with respect to the Company or the Company Material Property shall have occurred since the Execution Date, and the Seller shall have provided to the Buyer a certificate dated the Closing Date executed by a senior officer to such effect;

(d) The Buyer shall have entered into a tolling agreement on terms satisfactory to the Buyer, acting reasonably, with the operator of the Guanaco ore processing facility located in Guanaco, Chile, for the processing of ore mined from the Company Material Property; and

(e) all deliveries contemplated by Section 2.10 shall have been tabled.

The foregoing conditions are for the exclusive benefit of the Buyer and any such condition may be waived in whole or in part by the Buyer at or prior to the Time of Closing by delivering to the Seller a written waiver to that effect executed by the Buyer. The Seller acknowledges that any waiver by the Buyer of any condition or any part of any condition shall constitute a waiver only of such condition or such part of such condition, as the case may be, and shall not constitute a waiver of any covenant, agreement, representation or warranty made by the Seller herein that corresponds or is related to such condition or such part of such condition, as the case may be.

6.3 Closing Conditions in Favour of the Seller

The obligations of the Seller to consummate the transaction contemplated by this Agreement shall be subject to the fulfillment on or before the Time of Closing of each of the following conditions:

(a) the representations and warranties made by the Buyer in this Agreement shall be true and correct in all respects without giving effect to any limitation indicated by the words “Material Adverse Change”, “in all material respects”, “material” or “materially”, except where the failure of such representations and warranties to be true and correct do not constitute in aggregate a Material Adverse Change, in each case as of the Closing Date, as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, then as of such date, or except as affected by transactions contemplated or permitted by this Agreement), and the Buyer shall have provided to the Seller a certificate dated the Closing Date executed by a senior officer to the foregoing effect;

(b) the Buyer shall have performed and complied in all material respects with all covenants, conditions and agreements required by this Agreement to be performed or complied with by the Buyer on or prior to the Time of Closing, and the Buyer shall have provided to the

Seller a certificate dated the Closing Date executed by a senior officer to the foregoing effect;

(c) no Material Adverse Change with respect to the Buyer shall have occurred since the Execution Date, and the Buyer shall have provided to the Seller a certificate dated the Closing Date executed by a senior officer to such effect; and

(d) all deliveries contemplated by Sections 2.11 shall have been tabled.

The foregoing conditions are for the exclusive benefit of the Seller and any such condition may be waived in whole or in part by the Seller at or prior to the Time of Closing by delivering to the Buyer a written waiver to that effect executed by the Seller. The Buyer acknowledges that any waiver by the Buyer of any condition or any part of any condition shall constitute a waiver only of such condition or such part of such condition, as the case may be, and shall not constitute a waiver of any covenant, agreement, representation or warranty made by the Buyer herein that corresponds or is related to such condition or such part of such condition, as the case may be.

ARTICLE 7
SURVIVAL AND INDEMNIFICATION

7.1 Survival of Representations, Warranties and Covenants

Subject to Section 7.7, all representations, warranties and covenants contained in this Agreement and in all other agreements, documents and certificates delivered pursuant to or contemplated by this Agreement (other than the conditions of Closing set out in Article 6) shall survive the Closing and shall not merge.

7.2 Indemnification by the Seller

The Seller shall indemnify and save harmless the Buyer from and against all Losses suffered or incurred by the Buyer as a result of or arising directly or indirectly out of or in connection with:

(a) any inaccuracy or breach by the Seller of any representation or warranty of the Seller contained in this Agreement; and

(b) any breach or non-performance by the Seller of any covenant of the Seller contained in this Agreement.

7.3 Indemnification by the Buyer

The Buyer shall indemnify and save harmless the Seller from and against all Losses suffered or incurred by the Seller as a result of or arising directly or indirectly out of or in connection with:

(a) any inaccuracy or breach by the Buyer of any representation or warranty of the Buyer contained in this Agreement; and

(b) any breach or non-performance by the Buyer or Buyer Nominee of any covenant of the Buyer or Buyer Nominee, as applicable, contained in this Agreement.

7.4 Tax Indemnity

If the Company or the Buyer is or becomes liable for Taxes that are attributable to the Company to the period up to and including the Closing Date or in respect of the purchase and sale of the Purchased Shares and that have not been remitted on or prior to the Closing Date, then the Seller shall be liable therefor as of the date the same shall become due and owing by the Company or the Buyer, as the case may be, and the Seller shall indemnify the Buyer and the Company from all Losses suffered or incurred by the Buyer and the Company as a result of or arising directly or indirectly out of or in connection with such liability.

7.5 Limitation of Liability

(a) The Buyer shall not be entitled to require payment in respect of any Loss pursuant to the indemnities contained in Section 7.2, and the Seller shall not be liable for any indemnity payment thereunder, unless, either alone or together with the amount finally agreed or adjudicated to be payable in respect of Losses for which the Buyer would otherwise be entitled to require payment under such indemnities, such Loss exceeds the Minimum Loss Amount. Once the Minimum Loss Amount has been exceeded, the Buyer shall be entitled to require and receive payment on the indemnities contained in Section 7.2 on all such Losses (including the Losses which comprise the Minimum Loss Amount), subject to a maximum aggregate amount in respect of any and all Losses hereunder, equal to the Purchase Price.

(b) Seller shall not be entitled to require payment in respect of any Loss pursuant to the indemnities contained in Section 7.3 (other than in respect of a failure to pay a portion of the Purchase Price) and the Buyer shall not be liable for any indemnity payment thereunder unless, either alone or together with the amount finally agreed or adjudicated to be payable in respect of Losses for which the Buyer would otherwise be entitled to require payment under such indemnities, such Loss exceeds the Minimum Loss Amount. Once the Minimum Loss Amount has been exceeded, the Buyer shall be entitled to require and receive payment on the indemnities contained in Section 7.3 (other than in respect of a failure to pay a portion of the Purchase Price) on all such Losses (including the Losses which comprise the Minimum Loss Amount), subject to a maximum aggregate amount in respect of any and all Losses hereunder, equal to the Purchase Price.

(c) For the purposes of Section 7.5(a) and Section 7.5(b):

(i) Losses arising out of separate sets of facts, matters or circumstances will not be treated as an individual Loss, even if each set of facts, matters or circumstances may be a breach of the same representation and warranty; and

(ii) Losses of the same or similar nature arising out of the same or similar facts, matters and circumstances will be treated as a single, individual Loss.

7.6 Notice of Claim

(a) A Party that may be entitled to make a claim for indemnification (a "**Claim**") under this Agreement (the "**Indemnified Party**") shall give written notification to the other Party (the "**Indemnifying Party**") of such Claim (a "**Notice of Claim**") promptly upon becoming aware of the Claim, but in no event later than the relevant date, if any, specified in Section 7.7. The Notice of Claim shall specify whether the Claim arises as a result of a claim by a Person against the Indemnified Party (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity, to the extent that the information is available, the factual basis for the Claim and the amount of the Claim.

(b) If an Indemnified Party fails to provide the Indemnifying Party with a Notice of Claim promptly as required by Section 7.5(a), the Indemnifying Party shall be relieved of the obligation to pay damages to the extent it can show that it was prejudiced in its defence of the Claim or in proceeding against a third party who would have been liable to it by the fact of the delay, but the failure to provide such Notice of Claim promptly shall not otherwise release the Indemnifying Party from its obligations under this Article 7.

(c) If the date by which a Notice of Claim must be given as set out in Section 7.7 in respect of a breach of representation and warranty has passed without any Notice of Claim having been given to the Indemnifying Party, then the related Claim shall be forever extinguished, notwithstanding that by the date specified in Section 7.7 the Indemnified Party did not know, and in the exercise of reasonable care could not have known, of the existence of the Claim.

7.7 Time Limits for Notice of Claim for Breach of Representations and Warranties and Tax Indemnification

(a) Seller shall not be required to indemnify or save harmless the Buyer pursuant to Sections 7.2 and 7.4 unless the Buyer shall have provided to the Seller a Notice of Claim within the following time limits:

(i) with respect to the representations and warranties set out in 4.18 [*Environmental Matters*], not later than the later of: (i) the second anniversary of the Closing Date; and (ii) the first anniversary of the date that the Final Cash Payment is satisfied;

(ii) with respect to the representations and warranties set out in Section 4.25 [*Taxes*] or a claim pursuant to Section 7.4 [*Tax Indemnity*], not later than the day that is 90 days after the expiration of the period, if any, during which an assessment, reassessment or other form of recognized written demand assessing liability for Tax, interest or penalties under applicable legislation in respect of any taxation year to which such representations and warranties relate or to which the indemnity of the Seller under Section 7.4 relates, as the case may be, may be issued to the Company under such legislation;

(iii) with respect to a Claim for any breach of any of the representations and warranties of the Seller contained in this Agreement involving fraud on the part of the Seller, at any time after Closing;

(iv) with respect to the Seller Fundamental Representations, not later than the later of: (i) the second anniversary of the Closing Date; and (ii) the first anniversary of the date that the Final Cash Payment is due; and

(v) with respect to all other representations and warranties of the Seller contained in this Agreement (excluding the Seller Fundamental Representations), not later than one year after the Closing Date.

(b) The Buyer shall not be required to indemnify or save harmless the Seller pursuant to Section 7.3 unless the Seller shall have provided to the Buyer a Notice of Claim within the following time limits:

(i) with respect to a Claim for any breach of any of the representations and warranties of the Buyer contained in this Agreement involving fraud on the part of the Buyer, at any time after Closing;

(ii) with respect to the Buyer Fundamental Representations, not later than two years after the date that the Final Cash Payment is satisfied; and

(iii) with respect to all other representations and warranties of the Buyer contained in this Agreement (excluding the Buyer Fundamental Representations), not later than one year after the Closing Date.

7.8 Direct Claims

With respect to any Direct Claim, following receipt of notice from the Indemnified Party of the Claim, the Indemnifying Party shall have 45 days to make such investigation of the Claim as is considered 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, together with all such other information as the Indemnifying Party may reasonably request. If both Parties agree at or prior to the expiration of such 45-day period (or any mutually agreed upon extension thereof) 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, failing which the matter shall be determined by a court of competent jurisdiction.

7.9 Third Party Claims

(a) The Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of any Third Party Claim and if the Indemnifying Party assumes control, it shall reimburse the Indemnified Party for all of the Indemnified Party's out-of-pocket expenses prior to the time the Indemnified Party assumed control. If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to a legal conflict or actual or potential differing interests between them (such as the availability of different defences).

(b) If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control.

(c) If any Third Party Claim is of a nature such that the Indemnified Party is required by applicable Law to incur losses or make a payment to any person (a "**Third Party**") with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may incur such Losses or make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such payment. If the amount of any liability of the Indemnified Party under such Third Party Claim, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after the receipt of the difference from the Third Party, pay the amount of such difference, together with any interest thereon paid by the Third Party to the Indemnified Party, to the Indemnifying Party. In addition, the Indemnifying Party shall post all security required by any court, regulatory body or other authority having jurisdiction, including for purposes of enabling the Indemnifying Party to contest any Third Party Claim.

(d) The Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

7.10 Adjustments

(a) The amount of any Loss for which indemnification is provided in this Article 7 will be adjusted to take into account any tax benefit or other benefit realized by the Indemnified Party by reason of the Loss for which indemnification is so provided.

(b) In determining the amount of any Losses under this Article 7, such Losses will be increased to take into account any Tax actually incurred by the Indemnified Party as a result of the matter giving rise to such Losses.

(c) Where an Indemnified Party is, or would be likely to be, entitled to recover or be compensated or indemnified by another Person, whether by way of contract, indemnity or otherwise (including under a policy of insurance), any amount in respect of a Claim made by the Indemnified Party, the Indemnified Party shall promptly notify the Indemnifying Party of such right or entitlement, take all reasonable steps to seek recovery of that amount and keep the Indemnifying Party at all times fully and promptly notified of the status of such recovery. The amount of the Claim by the Indemnified Party shall be reduced by any amount actually recovered by the Indemnified Party (net of all reasonable out-of-pocket costs and expenses incurred in doing so and any Tax paid or payable on the amount recovered).

(d) If, after an Indemnifying Party has made a payment in respect of a Claim, an Indemnified Party recovers from or is paid by another Person any amount in respect of the Loss that gave rise to the Claim, the Indemnified Party shall promptly, and in any event within 10 Business Days, pay to the Indemnifying Party, the lesser of: (i) the amount of the Loss that was recovered or paid; and (ii) the amount paid by the Indemnifying Party to the Indemnified Party in respect of the Claim, in either case net of all reasonable out-of-pocket costs and expenses incurred in obtaining the recovery or payment and any Tax paid or payable as a result of receiving such recovery or payment.

(e) Any indemnity payment made under this Article 7, including pursuant to Section 7.10(d), shall be treated by the Seller on the one hand, and the Buyer on the other hand, as an adjustment to the Purchase Price.

7.11 Set-Off

The Buyer may set off and deduct from any amounts payable by the Buyer to the Seller under this Agreement (including from amounts owing under the Buyer Note) the amount of any Losses for which the Buyer has been found by a court of competent jurisdiction by final and non-appealable judgment, to be entitled to be indemnified by the Seller under this Article 7. Notwithstanding anything to the contrary in this Article 7, if the Indemnifying Party is the Seller, and the amount of Losses for which it is liable exceeds the amount of the Purchase Price then received in cash by the Seller, the Indemnifying Party shall only be required to pay to the Indemnified Party in respect of such Losses an amount equal to the amount of cash received by the Seller on account of the Purchase Price, with the unpaid balance of such Losses being deferred and set-off, in accordance with the prior sentence of this Section 7.11 against future payments of the Purchase Price pursuant to this Agreement.

ARTICLE 8
TERMINATION

8.1 Termination

This Agreement may be terminated at any time prior to the Closing Date:

(a) by mutual written agreement of the Buyer and the Seller;

(b) by either the Buyer on the one hand, or the Seller on the other hand, if:

(i) the Closing has not occurred on or prior to the Outside Date, except that the right to terminate this Agreement under this Section 8.1(b)(i) shall not be available to any Party whose failure to fulfill any of its covenants or obligations or breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur by the Outside Date; or

(ii) after the date hereof, there shall be enacted or made any applicable Law, or a Governmental Authority shall have issued any Order (which Order is final and non-appealable, unless such Order has been withdrawn, reversed or otherwise made inapplicable), permanently restraining or enjoining or otherwise prohibiting the transactions contemplated herein.

(c) by the Seller by written notice to the Buyer, if:

(i) any of the conditions in Section 6.1 or 6.3 has not been satisfied or waived by the Outside Date or is incapable of satisfaction by the Outside Date, provided that the Seller is not then in breach of this Agreement so as to cause any of the conditions in Sections 6.1 or 6.3 not to be satisfied; or

(ii) any representation or warranty of the Buyer contained herein is untrue or incorrect or shall have become untrue or incorrect such that the condition contained in Section 6.3(a) would be incapable of satisfaction, or the Buyer is in default in any material respect of any of its covenants or obligations herein such that the condition in Section 6.3(b) would be incapable of satisfaction prior to the Outside Date or a Material Adverse Change with respect to the Buyer shall have occurred since the date hereof such that the condition contained in Section 6.3(c) would be incapable of satisfaction prior to the Outside Date; or

(d) by the Buyer by written notice to the Seller, if:

(i) any of the conditions in Sections 6.1 or 6.2 has not been satisfied or waived by the Outside Date or is incapable of satisfaction by the Outside Date, provided that the Buyer is not then in breach of this Agreement so as to cause any of the conditions set forth in Sections 6.1 or 6.2 not to be satisfied;

(ii) any representation or warranty of the Seller contained herein is untrue or incorrect or shall have become untrue or incorrect such that the condition contained in Section 6.2(a) would be incapable of satisfaction, or the Seller is in default in any material respect of any of its covenants or obligations herein such that the condition in Section 6.2(b) would be incapable of satisfaction prior to the Outside Date, or a Material Adverse Change with respect to the Company shall have occurred since the date hereof such that the condition contained in Section 6.2(c) would be incapable of satisfaction prior to the Outside Date.

8.2 Effect of Termination

(a) Notwithstanding the termination of this Agreement by the Seller pursuant to Section 8.1(b) or Section 8.1(c), the Seller may bring an action against the Buyer for Losses suffered by the Seller where the event giving rise to the right of termination is a result of a breach of covenant, representation or warranty by the Buyer.

(b) Notwithstanding the termination of this Agreement by the Buyer pursuant to Section 8.1(b) or Section 8.1(d), the Buyer may bring an action against the Seller for Losses suffered by the Buyer where the event giving rise to the right of termination is a result of a breach of covenant, representation or warranty by the Seller.

8.3 Surviving Provisions on Termination

Notwithstanding any other provisions of this Agreement, if this Agreement is terminated (whether by a Party or automatically or otherwise), the provisions of Sections 6.1, 6.2 and 6.3 and Article 7, Article 8 and Article 9 shall survive such termination and remain in full force and effect, along with any other provisions of this Agreement which expressly or by their nature survive the termination hereof.

8.4 Remedies

Seller on the one hand, and the Buyer on the other hand, acknowledge and agree that an award of money damages would be inadequate for any breach of this Agreement by any Party or its representatives and any such breach would cause the non-breaching Party irreparable harm. Accordingly, the Seller, on the one hand, and the Buyer, on the other hand, agree that, in the event of any breach or threatened breach of this Agreement by the Seller, on the one hand, or the Buyer, on the other hand (provided this Agreement shall not have been terminated pursuant to Section 8.1), the non-breaching Party shall also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to the Parties.

ARTICLE 9
GENERAL PROVISIONS

9.1 Notices

(a) Any notice or other communication that is required or permitted to be given hereunder shall be in writing and shall be validly given if delivered in person (including by courier service) or transmitted by email with confirmation receipt requested as follows:

in the case of the Buyer:

Honey Badger Silver Inc.
2704-401 Bay Street P.O. Box 4
Toronto, Ontario
M5H 2Y4

Attention: Chad Williams, Executive Chairman
Email: cwilliams@honeybadgersilver.com

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

Gowling WLG (Canada) LLP
100 King Street West, Suite 1600
Toronto, Ontario
M5X 1G5

Attention: Jacob Cawker
Email: jacob.cawker@gowlingwlg.com

In the case of the Seller:

Aftermath Silver Ltd.
Suite 1500 – 409 Granville Street
Vancouver, British Columbia
V6C 1T2

Attention: Ralph Rushton, Chief Executive Officer
Email: ralphr@aftermathsilver.com

(b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted by email (or, if such day is not a Business Day or such notice or other communication was delivered or transmitted after 5:00 p.m. (recipient's time), on the next following Business Day).

(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 9.1.

9.2 Applicable Law

(a) This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the Province of Ontario and the federal Laws of Canada applicable in such province.

(b) Each of the Parties irrevocably and unconditionally: (i) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement; (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts; and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

9.3 Entire Agreement

This Agreement, along with the other documents contemplated herein, constitute the entire agreement of among the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof and thereof except as provided herein or therein. Notwithstanding the foregoing, the Parties acknowledge and agree that the Confidentiality Agreement remains in full force and effect.

9.4 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 transactions contemplated hereby is not affected in any manner materially adverse to any Party.

9.5 No Waiver

The failure of any Party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to such provision or any other provision of this Agreement. No purported waiver shall be effective as against any Party unless consented to in writing by such Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

9.6 Further Assurances

Each of the Parties shall, from time to time hereafter, do all such acts and execute and deliver all such further certificates or other documents, and will cause the doing of all such acts and will cause the execution of all such further certificates or other documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and/or executed in order to give full effect to the provisions of this Agreement.

9.7 Amendments

No term or provision of this Agreement may be amended except by an instrument in writing signed by the Parties.

9.8 Assignment

No Party shall assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other Parties; provided that such restriction shall not apply to an assignment by: (i) Seller to an Affiliate of the Closing Consideration Shares (provided the Seller remains the beneficial owner of such Closing Consideration Shares and the Affiliate executes the Lock-Up Agreement); or (ii) the Buyer to one or more Buyer Nominees (provided the Buyer has provided notice in writing to the Seller as to the identity of the Buyer Nominee at least five Business Days prior to the Closing Date) to purchase all or any portion of the Purchased Shares, and provided further that the Buyer shall remain responsible for all of its covenants and other agreements contained in this Agreement.

9.9 Enurement

This Agreement will enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

9.10 Expenses

Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the agreements contemplated herein and the transactions contemplated herein and therein, including the fees and expenses of legal counsel, financial advisors, accountants, consultants and other professional advisors; provided however that if the Buyer terminates this Agreement solely as a result of the failure to satisfy the condition set out in Section 6.2(d) hereof, then the Buyer shall be responsible for all costs and expenses described in this Section 9.10 of each of the Parties hereto.

9.11 Counterparts

This Agreement may be executed in any number of counterparts and by electronic means (including by pdf), each of which when so executed will be deemed to be an original and, when taken together, shall constitute the entire and same agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

AFTERMATH SILVER LTD.

By: ______________________________
Authorized Signatory
Name: Ralph Rushton
Title: President, CEO, Director

HONEY BADGER SILVER INC.

By: ______________________________
Authorized Signatory
Name:
Title:

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

AFTERMATH SILVER LTD.

By: ______________________________
Authorized Signatory
Name:
Title:

HONEY BADGER SILVER INC.

By: ______________________________
Authorized Signatory
Name: Brian K. Briggs
Title: Interim CEO

SCHEDULE "A"

Description of the Company Material Property

Mining Concessions

Exploitation Mining Concessions Included in the Company Material Property

#	Exploitation Concessions	National Number	Area ha	Registry of Property Custodian of Mines of Taltal					
				Registration of final judicial award and measurement minutes			Current ownership registration		
				Page	#	Year	Page	#	Year
1	Silvana 1, 1/60	02202-4535-7	300	44	14	2007	24	7	2014
2	Silvana 2, 1/30	02202-4536-5	300	48	15	2007	25	8	2014
3	Silvana 3, 1/59	02202-4537-3	269	52	16	2007	26	9	2014
4	Silvana 4, 1/30	02202-4538-1	298	58	17	2007	27	10	2014
5	Silvana 5, 1/30	02202-4539-K	300	62	18	2007	28	11	2014
6	Silvana 6, 1/30	02202-4540-3	300	66	19	2007	29	12	2014
7	Silvana 7, 1/30	02202-4541-1	300	70	20	2007	30	13	2014
8	Silvana 8, 1/30	02202-4542-K	300	74	21	2007	31	14	2014
9	Silvana 9, 1/30	02202-4543-8	300	78	22	2007	32	15	2014
10	Silvana 10, 1/30	02202-4544-6	300	82	23	2007	33	16	2014
11	Katherine 1/80	02202-4527-6	400	86	24	2007	34	17	2014
12	Cachinal 21A, 1/60	02202-6336-3	300	1215	367	2011	379	91	2016
13	Cachinal 22A, 1/60	02202-6337-1	300	1220	368	2011	380	92	2016
14	Cachinal 23A, 1/60	02202-6338-K	300	1225	369	2011	381	93	2016
15	Cachinal 24A, 1/60	02202-6339-8	300	392	88	2012	382	94	2016
16	Cachinal 25A, 1/60	02202-6340-1	300	1230	370	2011	383	95	2016

Exploration Mining Concessions included in the Company Material Property

#	Exploration Concessions	National Number	Area ha	Registry of Discoveries Custodian of Mines of Taltal					
				Registration of exploration claim			Registration of final judicial award		
				Page	#	Year	Page	#	Year
1	Valeria 2	02202-U920-6	300	1300	907	2021	864	561	2022
2	Valeria 4	02202-U918-4	300	1302	909	2021	866	562	2022
3	Valeria 5	02202-U917-6	300	1303	910	2021	868	563	2022
4	Valeria 9	02202-U915-K	300	1307	914	2021	870	564	2022
5	Valeria 14	02202-U910-9	300	1312	919	2021	872	565	2022
6	Valeria 15	02202-U909-5	300	1313	920	2021	874	566	2022
7	Valeria 16	02202-U908-7	200	1314	921	2021	876	567	2022
8	Valeria 18	02202-U906-0	300	1316	923	2021	878	568	2022
9	Valeria 19	02202-U905-2	300	1317	924	2021	880	569	2022
10	Valeria 20	02202-U904-4	300	1318	925	2021	882	570	2022
11	Valeria 24	02202-U901-K	300	1322	929	2021	884	571	2022
12	Valeria 25	02202-U900-1	200	1323	930	2021	886	572	2022
13	Valeria 28	02202-U899-4	300	1324	931	2021	888	573	2022
14	Valeria 29	02202-U898-6	300	1325	932	2021	1276	810	2022
15	Valeria 3	02202-V415-3	300	489	284	2022	2473	1683	2022
16	Valeria 6	02202-V414-5	300	490	285	2022	2475	1684	2022
17	Valeria 10	02202-V413-7	300	491	286	2022	2477	1685	2022
18	Valeria 11	02202-V412-9	300	492	287	2022	2479	1686	2022
19	Valeria 12	02202-V411-0	300	493	288	2022	2481	1686	2022
20	Valeria 13	02202-V410-2	300	494	289	2022	2483	1688	2022
21	Valeria 17	02202-V409-9	300	495	290	2022	2485	1689	2022
22	Valeria 21	02202-V408-0	200	496	291	2022	2487	1690	2022

Exploration Mining Claims (in process of being granted) included in the Company Material Property

#	Exploration Claims	National Number	Area ha	Registry of Discoveries Custodian of Mines of Taltal					
				Registration of exploration claim			Registration of final judicial award		
				Page	#	Year	Page	#	Year
1	Valeria 1	Pending	300	488	283	2022	N/A	N/A	N/A
2	Valeria 23	Pending	300	497	292	2022	N/A	N/A	N/A

ANNEX "A"

Form of NSR Royalty Agreement

(please see attached)

ANNEX A **ROYALTY CONTRACT** between **MINERA CACHINAL S.A.** and **AFTERMATH SILVER LTD.** dated ●, 20● **<u>CACHINAL DE LA SIERRA SILVER-GOLD PROJECT</u>**	**[NTD: To be translated in dual-column English/Spanish]**

TABLE OF CONTENTS

NET SMELTER RETURNS ROYALTY AGREEMENT

THIS ROYALTY AGREEMENT dated as of the ● day of ●, 20●.

BETWEEN:

MINERA CACHINAL S.A., a company incorporated and currently valid in accordance to the laws of Chile; Taxpayer Number [•], duly represented, as it shall be evidenced, by [•], Chilean, [married], [lawyer], identity card number [•], both domiciled for these purposes, at [•],

(the "**Royalty Payor**")

AND:

AFTERMATH SILVER LTD., a company incorporated and currently valid in accordance to the laws of British Columbia, Canada; Taxpayer Number 59,296,770-7, duly represented, as it shall be evidenced, by Mr. Rafael Vergara Gutiérrez, Chilean, married, lawyer, identity card number 7,018,916-K, all of them, domiciled, for these purposes, at Miraflores Avenue number 222, 28 floor North, borough of Santiago, Santiago,

(the "**Royalty Holder**")

A. WHEREAS pursuant to a share purchase agreement signed between Honey Badger Silver Inc. (an Affiliate of the Royalty Payor) and the Royalty Holder, the Royalty Holder is granted the Net Smelter Returns Royalty as described herein.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 **Definitions**

In this Royalty Agreement, unless otherwise provided: (a) "**Abandonment**" has the meaning set out in Section 4.2 (b); (b) "**Abandoned Property**" has the meaning set out in Section 4.2 (b); (c) "**Affiliate**" means any Person that directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise; (d) "**Allowable Deductions**" means all costs, charges and expenses paid, incurred, or deemed incurred by the Royalty Payor and/or its Affiliates for or with respect to: (i) charges for treatment in the smelting, refining, solution extraction, electrowinning and other beneficiation processes (including handling, provisional settlement fees, weighing, sampling, assaying, umpire and representation costs, penalties, and other processor deductions), but excluding costs of mining and milling or concentrating; (ii) costs of transportation (including loading, shipping, freight, insurance, security, storage, warehousing, surveyor fee, transaction taxes, handling, port fees, demurrage, delay, and forwarding expenses incurred by reason of or in the course of transportation) of Products from the Properties to the place of treatment and then to the place of sale to the ultimate purchaser; (iii) costs or charges of any nature for or in connection with insurance, storage, or representation at a smelter or refinery for Products or refined metals; (iv) actual selling and brokerage costs for all Products on which the Net Smelter Returns Royalty is based and for which the Royalty Payor has actually received proceeds, or an allowance for	

reasonable sales and brokerage costs for all Products on which the Net Smelter Returns Royalty is based and for which the Royalty Payor is deemed to have received proceeds; (v) sales, use, severance, excise, net proceeds of mine, and ad valorem taxes, and any taxes on or measured by mineral production; and (vi) royalties in respect of mineral production and/or Sale of Products payable to the government or the Royalty Holder; and provided however, that in no event shall any costs, charges or expenses which may satisfy more than one category of this definition of Allowable Deductions be duplicated in the calculation of Net Smelter Returns. (e) "**Applicable Law**" or "**Applicable Laws**" means all applicable federal, provincial, territorial, state, regional and local laws (statutory or common), rules, ordinances (including zoning and mineral removal ordinances), regulations, grants, concessions, franchises, licences, orders, directives, judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature (including environmental laws and any applicable securities laws or regulations, and any applicable rules of any stock exchange, imposing disclosure requirements); (f) "**Average Copper Price**" means the average COMEX HG, First Position, quotation, as published in "Metals Week" (or, should that publication cease, another similar publication acceptable to the Parties, acting reasonably) calculated by summing such quoted prices reported for each day (or the average of all such prices reported for each such day, if more than one) and dividing this sum by the number of days for which such prices were reported;	

(g) "**Average Gold Price**" means the average COMEX, First Position, quotation, as published in "Metals Week" (or should that publication cease, another similar publication acceptable to the Parties, acting reasonably) calculated by summing such quoted prices reported for each day (or the average of all such prices reported for each such day, if more than one) and dividing the sum by the number of days for which such prices were reported; (h) "**Average Molybdenum Price**" means the average price per unit for molybdenum as quoted by "Metals Week" (or, should that publication cease, another similar publication acceptable to the Parties, acting reasonably) calculated by dividing the sum of all such quoted prices reported for the period by the number of days for which such prices were reported; (i) "**Average Silver Price**" means the average daily silver price quotation by Handy & Harman as published in "Metals Week" (or, should that publication cease, another similar publication acceptable to the Parties, acting reasonably), calculated by dividing the sum of all such quoted prices reported for the period by the number of days for which such prices were reported; (j) **Business Day**" means any day other than a Saturday, Sunday or a day that is a statutory holiday in the place where an action is to be performed or a Notice is to be received; (k) "**Buy-Back Notice**" has the meaning assigned thereto in Section 2.3(a); (l) "**Buy-Back Right**" has the meaning assigned thereto in Section 2.3(a); (m) "**Chilean Dispute**" has the meaning set out in Section 8.1; (n) "**Conveyance Notice**" has the meaning set out in Section 4.2(b) (o) "**Copper Production**" means the quantity of refined copper out-turned during a calendar month to the Royalty Payor's pool account by a refinery in respect of Products, on either a provisional or final settlement basis; (p) "**Dispute**" has the meaning set out in Section 8.1;	

(q) "**Gold Production**" means the quantity of refined gold out-turned during a calendar month to the Royalty Payor's pool account by a refinery in respect of Products, on either a provisional or final settlement basis; (r) "**Gross Proceeds**" means proceeds actually received (or deemed pursuant to subparagraph (ii) to have been received) by the Royalty Payor or any of its Affiliates for the Sale of Products from the Properties, whether processed on or off of the Properties, determined as follows: (i) if Products are sold by the Royalty Payor or any of its Affiliates in the form of raw ore, doré, or concentrates, then the Gross Proceeds in respect of such ore, doré or concentrates will be equal to the amount of the proceeds actually received by the Royalty Payor or any Affiliate or credited to the Royalty Payor's or Affiliate's account during the calendar month from the Sale of such ore, doré or concentrates; (ii) if Products are distributed to an Affiliate in any transaction that is not covered by subparagraph (i) above, such as in the case where the Affiliate consumes such Products in its own operations, then in such event, the revenues attributed to the Royalty Payor with respect to such Products shall be the fair market value price that would otherwise be received from a third party in an arm's length transaction for the sale of such Products. Such fair market value shall be reasonably determined by the Royalty Payor on the basis of world terms then prevailing in arms-length transactions from custom smelters to which such Products would otherwise be shipped and processed, for like kind, quantity, quality and grade of such Products, on an annual basis;	

(iii) if Products are sold by the Royalty Payor or any of its Affiliates in the form of refined copper, then such copper will be deemed to have been sold at the Average Copper Price for the calendar month in which the Products were produced, and the Gross Proceeds in respect of copper will be determined by multiplying Copper Production for such calendar month by the Average Copper Price for such calendar month; (iv) if Products are sold by the Royalty Payor or any of its Affiliates in the form of refined gold, then such gold will be deemed to have been sold at the Average Gold Price for the calendar month in which the Products were produced, and the Gross Proceeds in respect of gold will be determined by multiplying Gold Production for such calendar month by the Average Gold Price for such calendar month; (v) if Products are sold by the Royalty Payor or any of its Affiliates in the form of refined molybdenum, then such molybdenum will be deemed to have been sold at the Average Molybdenum Price for the calendar month in which the Products were produced, and the Gross Proceeds in respect of molybdenum will be determined by multiplying Molybdenum Production for such calendar month by the Average Molybdenum Price for such calendar month; (vi) if Products are sold by the Royalty Payor or any of its Affiliates in the form of refined silver, then such silver will be deemed to have been sold at the Average Silver Price for the calendar month in which the Products were produced, and the Gross Proceeds in respect of silver will be determined by multiplying Silver Production for such calendar month by the Average Silver Price for such calendar month;	

(vii) if Products are sold by the Royalty Payor or any of its Affiliates in the form of refined metals other than copper, gold, silver or molybdenum then the Gross Proceeds will be equal to the amount of the proceeds actually received by the Royalty Payor during the calendar month from the Sale of such refined metal; and (viii) if there is a Loss of Products, then the Gross Proceeds will be equal to the sum of the insurance proceeds received in respect of such Loss; (s) "**IFRS**" means International Financial Reporting Standards and refers to the accounting framework, standards and interpretations issued by the International Accounting Standards Board, as updated and amended from time to time, and comprise International Financial Reporting Standards, International Accounting Standards, IFRIC Interpretations (as issued by the IFRS Interpretations Committee) and SIC interpretations (as issued by the Standing Interpretations Committee); (t) "**Loss**" means an insurable loss of or damage to Products, whether or not occurring on or off the Properties and whether the Products are in the possession of the Royalty Payor or otherwise; (u) "**Minerals**" means all marketable naturally occurring metallic minerals or mineral bearing material in whatever form or state, including, without limitation, any precious metal, any base metal or diamonds mined, extracted, removed, produced or otherwise recovered from the Properties (but, for greater certainty, not including any rock, sand, gravel or aggregate), whether in the form of ore, doré, concentrates, refined metals or any other beneficiated or derivative products thereof and including any such metallic minerals or mineral bearing materials or products derived from	

any processing or reprocessing of any tailings or other waste products originally derived from the Properties; (v) "**Molybdenum Production**" means the quantity of refined molybdenum out-turned during a calendar month to the Royalty Payor's pool account by a refinery in respect of Products, on either a provisional or final settlement basis; (w) **"Net Smelter Returns"** means Gross Proceeds less Allowable Deductions; (x) "**Net Smelter Returns Royalty**" means the percentage of Net Smelter Returns to which the Royalty Holder is entitled pursuant to this Royalty Agreement, as set out in 0; (y) "**Notice**" has the meaning set out in 09.4; (z) "**Notice of Dispute**" has the meaning set out in 08.1; (aa) "**Party**" or "**Parties**" means one or more of the parties to this Royalty Agreement; (bb) "**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or other form of enterprise, or any government or any agency or political subdivision thereof; (cc) "**Pro Rata Quarter**" has the meaning set out in Section 2.3; (dd) "**Production Payments Royalty Agreement**" means the production payments royalty agreement entered into as of the date hereof among the Royalty Holder, the Royalty Payor, Honey Badger Silver Inc. and Honey Badger Chile SpA; (ee) "**Products**" means all ores, doré, concentrates, metals, Minerals and Mineral by-products that are produced or extracted by or on behalf of the Royalty Payor from the Properties; (ff) "**Properties**" means the mining concessions described in Schedule A to this Royalty	

Agreement and as depicted in Schedule B, together with any rights or interests into which such concessions may be converted or devolve, or by which they may be replaced, in accordance with applicable laws; (gg) "**Royalty Agreement**" means this Net Smelter Returns Royalty Agreement; (hh) "**Royalty Holder**" has the meaning set out in the preamble to this Royalty Agreement; (ii) "**Royalty Holder Parties**" has the meaning set out in 0; (jj) "**Royalty Payments**" has the meaning set out in 0; (kk) "**Royalty Payor**" has the meaning set out in the preamble to this Royalty Agreement; (ll) "**Royalty Payor Parties**" has the meaning set out in 0; (mm) "**Sale**" means the transfer of title to Products by or on behalf of the Royalty Payor, or any Affiliate of the Royalty Payor to a Person, whether or not an Affiliate of the Royalty Payor, and is deemed to include a deemed transfer of title to Products transported off the Properties that the Royalty Payor elects to have credited to or held for its account by a smelter, refiner or broker, and is also deemed to include any Loss prior to any transfer or deemed transfer of title to Products; but a deemed sale will arise only as the result of a voluntary election on the part of the Royalty Payor and will not arise in circumstances in which a delay in transfer of title or in payment to the Royalty Payor is caused by the acts or omissions of an unrelated Person; (nn) "**Silver Production**" means the quantity of refined silver out-turned during a calendar month to the Royalty Payor's pool account by a refinery in respect of Products, on either a provisional or final settlement basis; and	

(oo) "**Transfer**" has the meaning set out in 0.

Section 1.2 <u>Schedules</u>
Schedule A, which is attached to this Royalty Agreement, is by reference incorporated into and forms part of this Royalty Agreement:

Section 1.3 <u>Governing Law</u>
This Royalty Agreement shall be construed, interpreted and enforced in accordance with, and the respective obligations of the Parties shall be governed by, the laws of Chile.

Section 1.4 <u>Severability</u>
If any one or more of the provisions contained in this Royalty Agreement is held to be invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby under the laws of any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

Section 1.5 <u>Calculation of Time</u>
If any time period set forth in this Royalty Agreement ends on a day of the week which is not a Business Day, then notwithstanding any other provision of this Royalty Agreement, such period will be extended until the end of the next following day which is a Business Day.

Section 1.6 <u>Headings</u>
The headings to the articles and sections of this Royalty Agreement are inserted for convenience only and will not affect the construction hereof.

Section 1.7 <u>Other Matters of Interpretation</u>
In this Royalty Agreement:

(a) the singular includes the plural and vice versa;
(b) the masculine includes the feminine and vice versa;

(c) references to “article”, “section” and “subsection” are to articles, sections and subsections of this Royalty Agreement, respectively; (d) all provisions requiring a Party to do or to refrain from doing something will be interpreted as the covenant of that Party with respect to that matter notwithstanding the absence of the words “covenants” or “agrees” or “promises”; (e) all provisions requiring a Party to do something will be interpreted as including the covenant of that Party to cause that thing to be done when the Party cannot directly perform the covenant but can indirectly cause that covenant to be performed, whether by an Affiliate under its control or otherwise; (f) the word “person” includes an individual, partnership, firm, corporation, company, body politic, or government or department thereof; and (g) the words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions when used in this Royalty Agreement refer to the whole of this Royalty Agreement and not to any particular article, part, section, Schedule or portion thereof. **ARTICLE 2** **ROYALTY DESCRIPTION** **Sección 2.1 <u>Royalty Reserved</u>** The Royalty Holder has agreed to accept and the Royalty Payor has agreed to grant to the Royalty Holder a royalty in respect of the Properties equal to the aggregate of **one percent (1%)** of the Net Smelter Returns from the Sale of all Products (the “**Royalty Payments**”), on the terms and conditions specified in this Royalty Agreement. **Section 2.2 <u>Interest in the Properties</u>** The Parties intend that the Net Smelter Returns Royalty, to the extent permissible under Applicable Laws, constitutes an interest in the Properties and, accordingly agree that: (a) the Net Smelter Returns Royalty will run with the title to the Properties so that all	

transfers (including equitable transfers by mortgage or other indebtedness security) of the Properties or any interest therein will be subject to the Net Smelter Returns Royalty; (b) any sale or other disposition or Abandonment by the Royalty Payor of any interest in the Properties (including equitable transfers by mortgage or other indebtedness security) will be effective only in accordance with 0 hereof; and (c) the Royalty Payor will sign and deliver to the Royalty Holder the form of notice or other document or documents as the Royalty Holder may reasonably request to give notice of the existence of the Net Smelter Returns Royalty to third Persons, to secure payment of the Net Smelter Returns Royalty, and to protect the Royalty Holder's right to receive the Net Smelter Returns Royalty as contemplated herein. In addition, the Royalty Payor shall register the Net Smelter Returns Royalty at the margin of the registration of the relevant mining concession. The Royalty Payor shall deliver to the Royalty Holder a written statement, signed by an authorized representative, providing notice of any refusal from the Register of Mines to effect such registrations within five Business Days from the date the Royalty Payor receives notice of such refusal. **Section 2.3 <u>Buy-back Right of NSR Royalty</u>** (a) the Royalty Payor (or any Affiliate of the Royalty Payor on its behalf) may, at any time, purchase from the Royalty Holder one-hundred percent (100%) of the Net Smelter Returns Royalty by providing notice in writing to the Royalty Holder (the "**Buy-Back Notice**") and paying **EIGHT MILLION FIVE-HUNDRED THOUSAND CANADIAN DOLLARS (CAD$8,500,000)** to the Royalty	

Holder (the "**Buy-Back Consideration**"). Upon receipt by the Royalty Holder of both the Buy-Back Notice and the Buy-Back Consideration, the Net Smelter Returns Royalty shall be automatically extinguished from the date of the receipt of the Buy-Back Consideration, and the Royalty Holder shall have no further claim or rights hereunder against the Royalty Payor. (b) In the event that the Royalty Payor exercises the Buy-Back Right, the Royalty Payment to be made pursuant to Section 5.2 for the calendar quarter in which the Buy-Back Right was exercised (the "**Pro Rata Quarter**") shall be determined according to the following formula: P=(NSRQ) * (X/Y) * 0.01 where: P = the Royalty Payment to be made pursuant to Section 5.2 for the applicable calendar quarter in which the Buy-Back Right was exercised; NSRQ = the Net Smelter Returns for the Pro Rata Quarter; X = the number of days in the Pro Rata Quarter up to and including the day on which the Buy-Back Consideration was received; and Y = the total number of days in the Pro Rata Quarter (c) For greater certainty, in the event that an undivided portion of the Net Smelter Returns Royalty has been Transferred to one or more Persons pursuant to Article 4, the Buy-Back Consideration shall be apportioned *pro rata* to such transferees, in proportion to their interests; provided that Section 4.3 shall apply such that the Buy-Back	

Consideration need only be paid to the agent and common trustee designated pursuant to Section 4.3. **ARTICLE 3** **OPERATION OF THE PROPERTIES** **Section 3.1 <u>Operations</u>** The Royalty Payor may, but will not be obligated to treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other Products at sites located on or off the Properties, prior to a Sale. The Royalty Payor will not be liable for mineral values lost in processing under sound practices and procedures, and no Net Smelter Returns Royalty will be due on any such lost mineral values. The Royalty Payor will have complete discretion concerning the nature, timing and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Properties and may suspend operations and production on the Properties at any time it considers prudent or appropriate to do so. The Royalty Payor will not owe the Royalty Holder any duty to explore, develop or mine the Properties, or to do so at any rate or in any manner other than that which the Royalty Payor may determine in its sole and unfettered discretion. The Royalty Payor may, but is not obligated to, retain ore or treated ore containing Minerals as inventory for any length of time and for any reason. The Royalty Payor will not have an obligation to sell any Minerals at any time. **Section 3.2 <u>Sales to or Processing by Affiliates</u>** The Royalty Payor will be permitted to sell Products in the form of raw ore, doré, or concentrates to its Affiliate, provided that such Sales will be deemed, for the purposes of this Royalty Agreement, to have been sold at prices and on terms no less favorable to the Royalty Payor than those that would be extended by an	

unaffiliated third Person in an arm's length transaction under similar circumstances. The Royalty Payor will be permitted to contract with its Affiliates or an unaffiliated third Person for the smelting or other processing of Products, or for any Allowable Deduction, provided that such contract is on an arm's length basis at market terms. **Section 3.3 <u>Commingling</u>** Commingling of Products from the Properties with other ores, doré, concentrates, metals, Minerals or Mineral by-products produced elsewhere is permitted, provided that reasonable and customary procedures, in accordance with good Canadian mining industry practice, are established for the weighing, sampling, assaying and other measuring or testing necessary to fairly allocate valuable metals contained in such Products and in the other ores, doré, concentrates, metals, Minerals and Mineral by-products. **Section 3.4 <u>Stockpiling</u>** The Royalty Payor may stockpile Products at such place or places which are owned, leased or otherwise controlled by the Royalty Payor or its Affiliates provided that same are appropriately identified and secured from loss, degradation, theft, tampering and contamination. **ARTICLE 4** **TRANSFER** **Section 4.1 <u>Assignment by Royalty Holder</u>** The Royalty Holder may convey, encumber or assign ("**Transfer**") all or any undivided portion of the Net Smelter Returns Royalty payable including for a stated term of years or up to a specified dollar amount, provided that such Transfer will not be effective against the Royalty Payor until the assignee has delivered to the Royalty Payor a written and enforceable undertaking, whereby such assignee agrees to be bound, to the extent of the interest assigned,	

by all of the terms and conditions of this Royalty Agreement. **Section 4.2 <u>Assignment and Abandonment by Royalty Payor</u>** (a) The Royalty Payor may Transfer all or any portion of its interest in the Properties (including equitable transfers by mortgage or other indebtedness security) provided that such transfer will not be effective as against the Royalty Holder until the purchaser has delivered to the Royalty Holder and the Royalty Payor a deed of covenant agreeing to be bound, to the extent of the interests transferred, by all of the terms and conditions of this Royalty Agreement and which also provides that the purchaser will assume all of the rights, obligations and liabilities of the Royalty Payor under this Royalty Agreement, to the extent of the interests transferred. Upon delivery of such deed of covenant by such purchaser, the Royalty Holder will be deemed to release, remise and forever discharge the Royalty Payor and its respective Affiliates, officers, directors, employees, agents, successors and assigns (the "**Royalty Payor Parties**") from all proceedings obligations, liabilities, claims, demands, damages, losses, costs and expenses whatsoever in nature and kind wherever and howsoever arising, whether known or unknown, in law or in equity, which the Royalty Holder (or any other Person) has or thereafter can, will or may have against the Royalty Payor Parties in relation to this Royalty Agreement, to the extent of the interests transferred. (b) In the event the Royalty Payor intends to abandon, relinquish, permit to expire, or otherwise surrender (each and "**Abandonment**") any of the mining concession, leases, licenses or other interests comprising the Properties (the "**Abandoned Property**"), the Royalty Payor will first give notice of such intention to the Royalty Holder at least	

sixty (60) days in advance of the proposed date of Abandonment and will thereafter promptly provide to the Royalty Holder all information regarding the Abandoned Property in the possession or the Royalty Payor or its Affiliates reasonably requested by the Royalty Holder. If not later than ten (10) days before the proposed date of Abandonment the Royalty Payor receives from the Royalty Holder written notice that the Royalty Holder desires the Royalty Payor to convey the Abandoned Property to the Royalty Holder (the "**Conveyance Notice**"), the Royalty Payor will, for an additional consideration of US$1.00, convey the Abandoned Property in good standing, without warranty, to the Royalty Holder or such other person or persons as directed by the Royalty Holder (subject to applicable laws), and will thereafter have no further obligation to maintain title to the Abandoned Property. The Royalty Holder will pay, or promptly reimburse the Royalty Payor, for the reasonable costs of such conveyance, including any applicable transfer tax or similar amounts. If the Royalty Holder does not give such Conveyance Notice to the Royalty Payor, the Royalty Payor may abandon, relinquish, permit to expire or surrender (as the case may be) the Abandoned Property and will thereafter have no obligation to maintain the title to the Abandoned Property; provided, however, that if the Royalty Payor acquires or reacquires any of the mining concessions, leases, licenses or other interests within the original area covered by the Abandoned Property at any time within two (2) years following such Abandonment, such property interest will be considered part of the Properties and the Net Smelter Returns Royalty and the terms of this Royalty Agreement will apply in respect thereof. The Royalty Payor will not abandon, relinquish, allow to expire, or otherwise surrender any part or parts of the Properties for the purpose of permitting any third party to re-stake or acquire any mining concession, lease, license or interests or rights in respect of the	

Properties in order to avoid the Net Smelter Returns Royalty or otherwise. (c) Notwithstanding anything to the contrary in Section 4.2(b) above, the Royalty Holder acknowledges and agrees with the Royalty Payor that for as long as the Production Payments Royalty Agreement remains in force a preferential right to any Abandoned Property has been granted by the Royalty Payor to the royalty holder under the Production Payments Royalty Agreement to the exclusion of the Royalty Holder hereunder such that the Royalty Payor shall only be required to comply with its obligations to convey the Abandoned Property to the Royalty Holder pursuant to Section 4.2(b) hereof if the royalty holder under the Production Payments Royalty Agreement elects not to, or otherwise fails to, exercise its rights to acquire the Abandoned Property as such rights exist under the Production Payments Royalty Agreement. **Section 4.3 <u>No Multiple Parties</u>** If more than one person or entity may in the future comprise the Royalty Holder, the Royalty Payor will not be or become liable to make payments in respect of the Net Smelter Returns Royalty to, or to otherwise deal in respect of this Royalty Agreement with, more than one Person. If the interest of the Royalty Holder hereunder is at any time owned by more than one Person, such Royalty Holders will, as a condition of receiving payment hereunder, nominate one Person to act as agent and common trustee for receipt of monies payable hereunder and to otherwise deal with the Royalty Payor in respect of such interest (including, without limitation, the giving of notice to take or cease taking in kind) and no Royalty Holder will be entitled to administer or enforce any provisions of this Royalty Agreement except through such agent and trustee. In such events, the Royalty Payor will, after receipt of notice respecting the nomination of such agent and trustee, thereafter make and be entitled to make payments due hereunder in respect of the Net Smelter Returns	

Royalty to such agent and trustee and to otherwise deal with such agent and trustee as if it were the sole holder of the Net Smelter Returns Royalty hereunder. **ARTICLE 5** **PAYMENTS** **Section 5.1 <u>Payment Obligation</u>** The obligation to pay Net Smelter Returns Royalty will accrue upon the first to occur of (a) the Sale of Products or (b) the out-turn of refined metals by a refinery to the Royalty Payor's pool account in respect of Products. Where the Sale of Products or the out-turn of refined metals is made on a provisional basis, the amount of Net Smelter Returns Royalty payable will be based upon the amount of refined metal (or other Products) credited by such provisional settlement, but will be adjusted to account for the amount of refined metal (or other Products) established by final settlement by the refinery or by the purchaser of other Products, as the case may be. The payment of Net Smelter Returns Royalty based on a deemed transfer of title to Products transported off the Properties that the Royalty Payor elects to have credited to or held for its account by a smelter, refiner or broker will be final (subject to 0) and will not be considered provisional. **Section 5.2 <u>Payments</u>** Net Smelter Returns Royalty will be due and payable quarterly on the last day of the month next following the end of the calendar quarter in which the obligation to pay the same accrued. Net Smelter Returns Royalty payments will be accompanied by a statement showing in reasonable detail: (a) the quantities and grades of Products produced and Sold or deemed Sold by the Royalty Payor or any Affiliate in the preceding calendar quarter;	

(b) the Gross Proceeds of Products delivered to a smelter or refinery, as reflected by written statements provided by the smelter or refinery on a monthly basis, or such other period for which such written statements are at the relevant time provided by such smelter or refinery, provided that such statements are actually provided by the smelter or refinery. (c) the proceeds of Sale for other Products on which Net Smelter Returns Royalty is due; (d) Allowable Deductions; (e) a description of any relevant transaction with an Affiliate of the Royalty Payor; and (f) other pertinent information in sufficient detail to explain the calculation of the Net Smelter Returns Royalty payment. **Section 5.3 <u>Adjustments</u>** All Royalty payments will be considered final and in full satisfaction of all obligations of the Royalty Payor with respect thereto, unless the Royalty Holder gives the Royalty Payor written notice describing and setting forth a specific objection to the determination within 180 days after receipt by the Royalty Holder of the quarterly audited statement referred to in 0. If the Royalty Holder objects to a particular annual audited statement as herein provided: (a) The Royalty Holder will, for a period of sixty (60) days after the Royalty Payor receives notice of such objection, have the right, upon reasonable notice and at a reasonable time, to have the Royalty Payor's accounts and records relating to the calculation of the Net Smelter Returns Royalty in question audited by an independent chartered or certified public accountant knowledgeable in the mining industry acceptable to the Royalty Holder and to the Royalty Payor, each acting reasonably, and who enters into a confidentiality undertaking substantially in the terms of 0.	

(b) If such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holder, such deficiency or excess will be resolved by adjusting the next quarterly Net Smelter Returns Royalty payment due hereunder. If production has ceased, settlement will be made between the Parties by cash payment. (c) The Royalty Holder will pay all costs of such audit unless a deficiency of three percent (3%) or more of the amount due to the Royalty Holder is determined to exist. The Royalty Payor will pay the costs of such audit if a deficiency of three percent (3%) or more of the amount due is determined to exist. (d) Failure on the part of the Royalty Holder to make claim on the Royalty Payor for adjustment in such 180 day period will establish the correctness of the payment and preclude the filing of exceptions thereto or making of claims for adjustment thereon. **Section 5.4 <u>Currency</u>** All payments to be made under this Royalty Agreement will be made in dollars of the United States. **Section 5.5 <u>Wire Transfer</u>** Payments hereunder will be made without demand, notice, set-off, or reduction, by wire transfer in good, immediately available funds, to such account or accounts as the Royalty Holder may designate pursuant to wire instructions provided by the Royalty Holder to the Royalty Payor not less than three (3) Business Days prior to the date upon which such payment is to be made as described in 0. **Section 5.6 <u>Trading Activities</u>** The Royalty Payor will have the right to market and sell refined metals and other Products in any manner it may elect and will have the right to engage in forward sales, futures trading or commodity options trading and other price hedging, price protection, and speculative	

arrangements ("**trading activities**") which may involve the possible physical delivery of Products. The Net Smelter Returns Royalty will not apply to, and the Royalty Holder will not be entitled or required to participate in, any gain or loss of the Royalty Payor or its Affiliate in trading activities or in the actual marketing or Sales of Products delivered pursuant to trading activities. In determining the Net Smelter Returns Royalty payable on any Products delivered pursuant to trading activities, the Royalty Payor will not be entitled to deduct from Gross Proceeds any losses suffered by the Royalty Payor or its Affiliates in trading activities. In the event that the Royalty Payor engages in trading activities, the Net Smelter Returns Royalty will be determined on the basis of the value of Products produced and without regard to the price or proceeds actually received by the Royalty Payor, as applicable, for or in connection with the Sale, or the manner in which a Sale to a third Person is made by the Royalty Payor, as applicable. In the event that the Royalty Payor engages in trading activities in respect of Products other than refined metals, the Gross Proceeds will be determined on the basis of the value of such Products ex headframe or minesite loading facility in the case of ores or ex mill or other treatment facility in the case of other Products. The Parties agree that the Royalty Holder is not a participant in the trading activities of the Royalty Payor, and therefore the Net Smelter Returns Royalty will not be diminished or improved by losses or gains of the Royalty Payor in any such trading activities. **Section 5.7 <u>Taxes</u>** All Net Smelter Returns Royalty payments, including interest, if any, will be made subject to withholding or deduction in respect of such Net Smelter Returns Royalty for, or on account of, any present or future taxes, duties, assessments or governmental charges or levies	

of whatever nature imposed or levied on such Net Smelter Returns Royalty payment by or on behalf of any Governmental Authority having power and jurisdiction to tax and for which the Royalty Payor is obligated in law to withhold or deduct and remit to such Governmental Authority. The Royalty Payor shall set out in the statement referred to in Section 5.2 any amount so withheld. With respect to any other payment that a Party may make to another Party hereunder, each Party shall be solely responsible and liable for any and all taxes required to be paid by it in respect of any and all payments, including interest, hereunder. **ARTICLE 6** **OTHER MATTERS** **Section 6.1 <u>Tailings</u>** All tailing, residues, waste rock, spoiled leach materials, and other materials (collectively the "**materials**") resulting from the Royalty Payor's operations and activities on the Properties shall be the sole property of the Royalty Payor but shall remain subject to the obligation to pay the Net Smelter Returns Royalty should the same be processed or reprocessed, as the case may be, in the future, and result in Products. The Royalty Payor shall have the right to dispose of materials from the Properties, whether on or off of the Properties, and to commingle the same with Minerals from other properties (in accordance with 0). In the event materials are processed or reprocessed, as the case may be, the Net Smelter Returns Royalty applicable thereto shall be determined on a pro rata basis as determined by using the best engineering and technical practices then available. **Section 6.2 <u>Books and Records and Right to Inspect</u>** All books and records used by the Royalty Payor to calculate Royalty due hereunder will be kept according to IFRS consistently applied (with sufficient information to reconcile to applicable generally accepted accounting principles - GAAP).	

The Royalty Payor (and its Affiliates, where relevant) shall keep accurate records of tonnage, volume of Products, analyses of Products, weight, moisture, assays of payable metal content and other records, as appropriate, related to the computation of Net Smelter Returns hereunder, and shall retain such records for so long as such records are necessary to the performance of the Royalty Payor's obligations under this Royalty Agreement. The Royalty Holder or its authorized representative on reasonable written Notice to the Royalty Payor, no more than twice per calendar year, and subject in all cases to compliance with all applicable laws and applicable rules and policies of the Royalty Payor then in effect at or in respect of the relevant Properties, may inspect and copy all records and data pertaining to the computation of the payments to which the Royalty Holder is at the relevant time entitled pursuant to its then existing interest, if any, in the Properties hereunder, including without limitation, such records and data which are maintained electronically. The Royalty Holder or its authorized representative shall enter the Properties at the Royalty Holder's sole cost and risk and may not hinder operations on or pertaining to the Properties. The Royalty Holder shall indemnify and hold harmless the Royalty Payor and its Affiliates, and its or their respective directors, officers, shareholders, employees, agents and attorneys, from and against any claims, losses, liabilities, obligations, debts, damages, prosecutions, judgments, fines, penalties, costs or expenses (including reasonable costs, fees and expenses of legal counsel) which may be imposed upon, asserted against or incurred by any of them by reason of injury to the Royalty Holder or any of its agents or representatives caused by the Royalty Holder's exercise of its rights under this Section. **ARTICLE 7** **INDEMNITIES**	

Section 7.1 <u>Indemnities</u> The Royalty Payor agrees that it will defend, indemnify, reimburse and hold harmless the Royalty Holder and its respective Affiliates, officers, directors, employees, agents, successors and assigns (collectively, the "**Royalty Holder Parties**"), and each of them, from and against any and all claims, demands, liabilities, actions and proceedings, which may be made or brought against the Royalty Holder Parties or which any of them may sustain, pay or incur that result from or relate to ownership of or operations conducted on or in respect of the Properties that result from or relate to the mining, handling, transportation, smelting or refining of the Products or the handling or transportation of the Products. **Section 7.2 <u>Limitation</u>** The indemnity provided in 0 is limited to claims, demands, liabilities, actions and proceedings that may be made or taken against an indemnified party its capacity as or related to the Royalty Holder as a holder of the Net Smelter Returns Royalty and will not include any indemnity in respect of any claims, demands, liabilities, actions and proceedings against a Royalty Holder Party in any other capacity. **ARTICLE 8** **DISPUTE RESOLUTION: ARBITRATION** **Section 8.1 <u>Dispute</u>** Any difficulty or controversy arising under this Royalty Agreement between the Parties or their successors and assigns for any reason (a "**Dispute**") shall be tried to be resolved by the Parties using all reasonable efforts. To this effect, the Parties shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution to the dispute within a period of sixty (60) days from the matter in dispute being raised by a Party. If the Parties cannot resolve the Dispute within the sixty (60) day period, a Party may submit it to arbitration by an arbitrator ex aequo et bono.	

The arbitrator shall be appointed in agreement by the Parties. If no agreement is reached between the Parties, the appointment shall be conducted by the Commerce Chamber of Santiago A.G., among the members of the arbitral corps of the Mediation and Arbitration Center of Santiago, accordingly with the Regulation of the Arbitration Center of Santiago A.G., in force at the moment its intervention is requested. The Parties, by this instrument, grant special and irrevocable power to the Commerce Chamber of Santiago A.G. so that it can appoint an arbitrator among the members of the arbitration corps of the Mediation and Arbitration Center of Santiago, being each Party able to object all the proposed candidates, without expression of cause and only once. As against the resolutions of the arbitration court there shall be no recourse whatsoever. The arbitration proceeding regarding a Chilean Dispute shall be carried out in the city of Santiago, Chile, conducted in the Spanish language, and governed by Chilean law. The provisions of this clause shall remain in effect notwithstanding the termination of this Royalty Agreement. During any consultation or arbitration period in relation with a Dispute the Parties shall continue to perform all other obligations under this Agreement. The dispute resolution and arbitration mechanisms pursuant to this clause shall be the sole remedies hereof in relation with all matters arising from or related hereto, except for such prejudicial or precautionary measures as may be necessary prior to the rendering of the award. The provisions of this clause shall not prevent the arbitration court from issuing similar preliminary or precautionary measures or issuing provisional arbitration resolutions. **ARTICLE 9** **MISCELLANEOUS** **Section 9.1 <u>Other Activities and Interests</u>** This Royalty Agreement and the rights and obligations of the Parties hereunder are strictly limited to the Properties. Each Party will have the free and unrestricted right to enter into, conduct and benefit from any and all business ventures of any kind whatsoever, whether or not	

competitive with the activities undertaken pursuant hereto, without disclosing such activities to the other Party or inviting or allowing the other to participate therein including activities involving mineral titles adjoining the Properties. **Section 9.2 <u>Confidentiality</u>** All information, data, reports, records, feasibility studies and test results relating to the Properties and the activities of the Royalty Payor or any other Party thereon and the terms and conditions of this Royalty Agreement, all of which will hereinafter be referred to as "**confidential information**", will be treated by the Royalty Holder as confidential and will not be disclosed to any Person not a Party to this Royalty Agreement, except in the following circumstances: (a) the Royalty Holder may disclose confidential information to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, provided that such non-Party users are advised of the confidential nature of the confidential information, undertake to maintain the confidentiality thereof and are strictly limited in their use of the confidential information to those purposes necessary for such non-Party users to perform the services for which they were retained by the Royalty Holder; (b) the Royalty Holder may disclose confidential information, issue a press release or make or file any other statement containing confidential information (a "**release**") where that release is necessary to comply with its disclosure obligations and requirements and/or those of its Affiliates under any Applicable Laws, excluding securities laws, rules or regulations or stock exchange listing agreements, policies or requirements, or in relation to proposed credit arrangements, provided that (i) the proposed release is limited to factual matters, (ii) the Royalty Holder has availed itself of the full benefits of any Applicable Laws or contractual rights as to disclosure on a confidential basis to which it may be	

entitled, (iii) the Royalty Holder has consulted with the Royalty Payor prior to issuing, making or filing any release with or to a Person that is not a Party (including a government or exchange authority), and (iv) the Royalty Holder has provided the Royalty Payor with the text of the proposed release and has provided the Royalty Payor with a reasonable opportunity (not less than three (3) Business Days) to comment on the release and will incorporate the Royalty Payor's reasonable changes to the release before the release is issued, made or filed. Notwithstanding the foregoing, when the Royalty Holder requests input or consent from the Royalty Payor pursuant to the provisions in 0 as to any release and the Royalty Payor has not responded to such request within three (3) Business Days (or lesser period if required pursuant to Applicable Laws), then the Royalty Holder will be entitled to proceed with its release as if it had received input or consent from the Royalty Payor;

(c) subject to the restrictions in 0, the Royalty Holder may disclose confidential information to any Third Party to whom the Royalty Holder *bona fide* contemplates a Transfer of all or any of its undivided portion of the Net Smelter Returns Royalty under 0 provided that it takes all reasonable steps to ensure that such Third Party does not disclose such confidential information and the Royalty Holder agrees that it will indemnify and save the Royalty Payor harmless from all loss, damage, costs, actions, suits and expenses arising out of or in connection with any disclosure of confidential information by any such Third Party;

(d) the Royalty Holder may disclose confidential information where that disclosure is necessary to comply with its

disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements, provided that the proposed disclosure is limited to factual matters; or (e) with the approval of the Royalty Payor. The Royalty Holder may disclose any confidential information that becomes part of the public domain by no act or omission in breach of this 0 or that the Royalty Holder receives from a third Person not under any duty of non-disclosure. The Royalty Holder and its Affiliates, will be jointly and severally liable for any act or omission of the Royalty Holder, or any of its Affiliates, in breach of this 0. **Section 9.3 <u>No Partnership</u>** This Royalty Agreement is not intended to, and will not be deemed to, create any partnership relation between the Parties including, without limitation, a mining partnership or commercial partnership. The obligations and liabilities of the Parties will be several and not joint and neither Party will have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of the other Party. Nothing herein contained will be deemed to constitute a Party the partner, agent or legal representative of the other Party or to create any fiduciary relationship between the Parties. **Section 9.4 <u>Notice</u>** Any notice or writing required or permitted to be given under this Royalty Agreement or any communication otherwise made in respect of this Royalty Agreement (referred to in this Section as a "**Notice**") will be sufficiently given if in writing and: (i) delivered personally, either to the individual designated below for such Party, or to an individual having apparent authority to accept deliveries on behalf of such individual at the address set out below for such Party; (ii) by registered mail to the address set out below for such Party; or (iii) transmitted by	

email, receipt acknowledged by the receiving Party within 72 hours of the applicable Notice being sent by email, to the applicable email addresses set out below for such Party. (a) In the case of a notice to the Royalty Payor, at: Minera Cachinal S.A. c/o Honey Badger Silver Inc. 2704-401 Bay Street P.O. Box 4 Toronto, Ontario M5H 2Y4 Canada Attention: Chad Williams, Executive Chairman Email: cwilliams@honeybadgersilver.com (b) In the case of a Notice to the Royalty Holder, at: Aftermath Silver Ltd. Suite 1500 – 409 Granville Street Vancouver, British Columbia V6C 1T2 Canada Attention: Ralph Rushton, Chief Executive Officer Email: ralphr@aftermathsilver.com or at such other address as the Party (or Parties) to whom such Notice is to be given will have last notified the Party giving the same, in the manner provided in this Section. (c) Any Notice is effective: (i) if personally delivered as described above, on the day of personal service to the recipient Party; (ii) if by registered mail and (A) in Canada to a Canadian address, on the fourth Business Day following the day on which it is mailed, or (B) if in Canada to a non-Canadian address or not in Canada to any address, on the tenth Business Day, except that if at any time	

between the date of mailing and the fourth or tenth Business Day (as applicable) thereafter there is a general discontinuance or disruption of postal service, the Notice must be given by means other than registered mail; and (iii) if sent by email, then on the day on which the sender receives confirmation of receipt by return electronic email from the recipient (provided that the confirmation of receipt cannot be reasonably suspected of being an automatically generated response and must be received within 72 hours after transmission of the Notice) if that day is a Business Day and if the confirmation was received prior to 5:00 p.m. local time in the place of delivery or receipt, and otherwise, on the next Business Day. **Section 9.5 Further Assurances** Each Party will, at the request of another Party and at the requesting Party's expense, execute all such documents and take all such actions as may be reasonably required to effect the purposes and intent of this Royalty Agreement. **Section 9.6 Entire Agreement, Amendment and No Implied Covenants** This Royalty Agreement, including the Schedule hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, all previous agreements and promises in respect thereto being hereby expressly rescinded and replaced hereby. No modification or alteration of this Royalty Agreement will be effective unless in writing executed subsequent to the date hereof by both Parties. No prior written or contemporaneous oral promises, representations or agreements are binding upon the Parties. There are no implied covenants contained herein, except the covenants of good faith and fair dealing that are sometimes implied in such agreements. **Section 9.7 No Waivers** No waiver of or with respect to any term or condition of this Royalty Agreement will be	

effective unless it is in writing and signed by the waiving Party, and then such waiver will be effective only in the specific instance and for the purpose of which given. No course of dealing among the Parties, nor any failure to exercise, nor any delay in exercising, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any specific waiver of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.8 Time of the Essence

Time is of the essence in the performance of any and all of the obligations of the Parties, including, without limitation, the payment of monies.

Section 9.9 Perpetuities

The Net Smelter Returns Royalty granted herein shall last in perpetuity and as such shall be for an unlimited term. Notwithstanding the foregoing, the Parties do not intend that there shall be any violation of any applicable statutory or civil or common law rule against perpetuities, rule against unreasonable restraints on alienation of property or any similar or equivalent rule, as the case may be. Accordingly, in the event of any such violation, the term of this Royalty Agreement shall automatically be revised and reformed to coincide with the maximum term permitted by the applicable legislation or such provision shall automatically be revised and reformed as necessary to comply with such legislation (and the Parties will do anything necessary to give effect to this provision, including amending in writing the terms of this Royalty Agreement or requesting a court of competent jurisdiction to do so) and this Royalty Agreement shall not be terminated solely as a result of a violation of such rule or legislation. In addition, any right of a Party to acquire any right, title or interest, in whole or in part, from the other Party hereto, must vest within time periods permitted by applicable rules.

Section 9.10 <u>Parties in Interest</u> This Royalty Agreement will inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns. **Section 9.11 <u>Void or Invalid Provision</u>.** If any term, provision, covenant or condition of this Royalty Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Royalty Agreement, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and in no way be affected, impaired or invalidated thereby. **Section 9.13 <u>Registration and Language</u>** If necessary, any one of the following individuals (i.e., **[●]**, **[●]** and **[●])** jointly acting with any one of the following individuals (i.e., **[●]**, **[●]** and **[●])**, shall jointly attend to the translation of this Royalty Agreement into Spanish, then register it in the competent Mining Registrar of Chile and/or execute private or public deeds that are necessary in connection thereof. In such a case where this Royalty Agreement is translated into Spanish, in the event of any inconsistency between the Spanish version and the English version of this Royalty Agreement, the English version shall prevail.	

EN FE DE LO CUAL, las Partes han dispuesto que este Contrato de Regalía sea firmado y otorgado en la fecha primeramente indicada.

MINERA CACHINAL S.A.

Por: ______________________________

Nombre

Cargo

AFTERMATH SILVER LTD.

Por: ______________________________

Nombre

Cargo

ANEXO A

PROPIEDADES

Mining Concessions

Exploitation Mining Concessions

#	Exploitation Concessions	National Number	Area ha	Registry of Property Custodian of Mines of Taltal					
				Registration of final judicial award and measurement minutes			Current ownership registration		
				Page	#	Year	Page	#	Year
1	Silvana 1, 1/60	02202-4535-7	300	44	14	2007	24	7	2014
2	Silvana 2, 1/30	02202-4536-5	300	48	15	2007	25	8	2014
3	Silvana 3, 1/59	02202-4537-3	269	52	16	2007	26	9	2014
4	Silvana 4, 1/30	02202-4538-1	298	58	17	2007	27	10	2014
5	Silvana 5, 1/30	02202-4539-K	300	62	18	2007	28	11	2014
6	Silvana 6, 1/30	02202-4540-3	300	66	19	2007	29	12	2014
7	Silvana 7, 1/30	02202-4541-1	300	70	20	2007	30	13	2014
8	Silvana 8, 1/30	02202-4542-K	300	74	21	2007	31	14	2014
9	Silvana 9, 1/30	02202-4543-8	300	78	22	2007	32	15	2014
10	Silvana 10, 1/30	02202-4544-6	300	82	23	2007	33	16	2014
11	Katherine 1/80	02202-4527-6	400	86	24	2007	34	17	2014
12	Cachinal 21A, 1/60	02202-6336-3	300	1215	367	2011	379	91	2016
13	Cachinal 22A, 1/60	02202-6337-1	300	1220	368	2011	380	92	2016
14	Cachinal 23A, 1/60	02202-6338-K	300	1225	369	2011	381	93	2016
15	Cachinal 24A, 1/60	02202-6339-8	300	392	88	2012	382	94	2016
16	Cachinal 25A, 1/60	02202-6340-1	300	1230	370	2011	383	95	2016

Exploration Mining Concessions

#	Exploration Concessions	National Number	Area ha	Registry of Discoveries Custodian of Mines of Taltal					
				Registration of exploration claim			Registration of final judicial award		
				Page	#	Year	Page	#	Year
1	Valeria 2	02202-U920-6	300	1300	907	2021	864	561	2022
2	Valeria 4	02202-U918-4	300	1302	909	2021	866	562	2022
3	Valeria 5	02202-U917-6	300	1303	910	2021	868	563	2022
4	Valeria 9	02202-U915-K	300	1307	914	2021	870	564	2022
5	Valeria 14	02202-U910-9	300	1312	919	2021	872	565	2022
6	Valeria 15	02202-U909-5	300	1313	920	2021	874	566	2022
7	Valeria 16	02202-U908-7	200	1314	921	2021	876	567	2022
8	Valeria 18	02202-U906-0	300	1316	923	2021	878	568	2022
9	Valeria 19	02202-U905-2	300	1317	924	2021	880	569	2022
10	Valeria 20	02202-U904-4	300	1318	925	2021	882	570	2022
11	Valeria 24	02202-U901-K	300	1322	929	2021	884	571	2022
12	Valeria 25	02202-U900-1	200	1323	930	2021	886	572	2022
13	Valeria 28	02202-U899-4	300	1324	931	2021	888	573	2022
14	Valeria 29	02202-U898-6	300	1325	932	2021	1276	810	2022
15	Valeria 3	02202-V415-3	300	489	284	2022	2473	1683	2022
16	Valeria 6	02202-V414-5	300	490	285	2022	2475	1684	2022
17	Valeria 10	02202-V413-7	300	491	286	2022	2477	1685	2022
18	Valeria 11	02202-V412-9	300	492	287	2022	2479	1686	2022
19	Valeria 12	02202-V411-0	300	493	288	2022	2481	1686	2022
20	Valeria 13	02202-V410-2	300	494	289	2022	2483	1688	2022
21	Valeria 17	02202-V409-9	300	495	290	2022	2485	1689	2022
22	Valeria 21	02202-V408-0	200	496	291	2022	2487	1690	2022

Exploration Mining Claims (in process of being granted)

#	Exploration Claims	National Number	Area ha	Registry of Discoveries Custodian of Mines of Taltal					
				Registration of exploration claim			Registration of final judicial award		
				Page	#	Year	Page	#	Year
1	Valeria 1	Pending	300	488	283	2022	N/A	N/A	N/A
2	Valeria 23	Pending	300	497	292	2022	N/A	N/A	N/A

ANEXO B

MAPA DE LAS PROPIEDADES

[Insertar Mapa de las Propiedades]

ANNEX "B"

Form of Production Payments Royalty Agreement

(please see attached)

PRODUCTION PAYMENT ROYALTY AGREEMENT

THIS AGREEMENT is made as of **[•]**, 2023.

AMONG:

MINERA CACHINAL S.A., a corporation subsisting under the laws of the Republic of Chile (the "**Production Payor**")

– and –

HONEY BADGER CHILE SPA., a corporation subsisting under the laws of the Republic of Chile

– and –

HONEY BADGER SILVER INC., a corporation subsisting under the laws of the Province of Ontario ("**Honey Badger**")

– and –

AFTERMATH SILVER LTD., a corporation subsisting under the laws of the Province of British Columbia (the "**Production Payee**")

WHEREAS pursuant to a share purchase agreement signed between Honey Badger and the Production Payee, Honey Badger Chile SpA acquired all of the outstanding shares of the Production Payor;

AND WHEREAS Honey Badger and the Production Payor have agreed to grant the Production Payment Royalty to the Production Payee, as described herein;

NOW THEREFORE, in consideration of the respective covenants and agreements of the Parties hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms.

In this Agreement (including the recitals and the Schedules hereto), the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have the corresponding meanings:

(a) "**Acceptable Refinery**" means a refinery that refines silver to standards meeting or exceeding commercial standards for the sale of Refined Silver;

(b) "**Affiliate**" means, with respect to any Person, any Person which directly or indirectly controls, or is controlled by, or is under common control with, that Person;

(c) "**Agreement**" means this production payment royalty agreement, together with the Schedules attached hereto, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof;

(d) "**AML Legislation**" means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" applicable Laws, whether within Canada, the United States or, to the extent applicable to the Honey Badger Entities, elsewhere, including any regulations, guidelines or orders thereunder;

(e) "**Anti-Corruption Laws**" means the C*orruption of Foreign Public Officials Act* (Canada), the *United Kingdom Bribery Act 2010* and the United States *Foreign Corrupt Practices Act of 1977* and all other Laws of any jurisdiction applicable to the Honey Badger Entities from time to time concerning or relating to bribery or corruption;

(f) "**Area of Interest**" means the surface area covered by the mining concessions listed in Schedule "A", which comprises approximately 11,767 hectares, plus an additional surface area of one kilometer in all directions from the outer limit of said mining concessions;

(g) "**Authorization**" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters;

(h) "**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia, Canada, or Santiago, Chile, on which commercial banks in Vancouver, British Columbia and Santiago, Chile are open for business;

(i) "**Change of Control**" means, with respect to Honey Badger the consummation of any transaction, including any consolidation, amalgamation or merger or any issue, transfer or acquisition of securities, the result of which is that any Person or group of Persons acting jointly or in concert directly or indirectly acquires control of Honey Badger;

(j) "**Change of Control Agreement**" means a binding agreement entered into between Honey Badger and another Person or Persons providing for a Change of Control;

(k) "**Commercial Production**" means, in respect of any Mine, the mining, milling and/or treating of Minerals from such Mine, with a view to selling those Minerals; provided however that the mining, milling and/or treatment of Minerals from such Mine for the primary purpose of testing shall not be, and shall not be deemed to be, Commercial Production;

(l) "**Commencement of Commercial Production**" means, in respect of any Mine, the achievement for the first time of Commercial Production from such Mine;

(m) "**Contract Quantity**" means two million, five hundred thousand dollars ($2,500,000);

(n) "**Cumulative Production**" means, at any time, the cumulative number of ounces of Refined Silver processed from Minerals and for which the Production Payor has paid the Production Payment Royalty hereunder at such time;

(o) "**Default Rate**" means the prime rate as reported by the Bank of Canada plus 5.0%;

(p) "**Early Termination Amount**" means, at any time, the sum of:

(i) the amount determined by the following formula:

Early Termination Amount = A – (B x C)

where

"A" is the Contract Quantity (being $2,500,000),

"B" is the number of ounces of Refined Silver for which the Production Payment Royalty has already been paid by the Production Payor to the Production Payee at such time; and

"C" is the Production Payment Royalty, and

(ii) interest on such amount at a rate per annum equal to the Default Rate, calculated on a daily basis on the actual number of days elapsed in a three-hundred and sixty (360) day year, computed from the date of the notice from the Production Payee to the Production Payor pursuant to 4.2(a)(i) to the date of payment of such amount.

(q) "**Event of Default**" has the meaning set out in Section 4.2(b);

(r) "**Facilities**" means all mines, wells and plants including all pits, shafts, haulage ways and other underground workings, and all buildings, plants and other structures, fixtures and improvements, mobile equipment, stores of a capital and consumable nature, and all other property, infrastructure, utilities, housing, airport, rail-loading and roads, whether fixed or moveable, as the same may exist at any time, in or on the Property or outside the Property if they materially relate to the Property;

(s) "**Fiscal Year**" means the fiscal period not exceeding one calendar year for which the books and records of the Production Payee are drawn up for annual financial statement purposes to the extent such books and records relate to the Property and the operations on, in or relating to the Property;

(t) "**Governmental Authority**" means any: (i) multinational, national, federal, provincial, state, territorial, municipal, local or other government (whether domestic or foreign); (ii) governmental or quasi-governmental authority of any nature, including any stock exchange or any governmental ministry, agency, branch, department, commission, commissioner, board, tribunal, bureau or instrumentality (whether domestic or foreign); or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power under or for the account of any of the foregoing, including any court, arbitrator or arbitration tribunal;

(u) "**Guaranteed Obligations**" has the meaning set out in Section 7.1(a);

(v) “**Guarantors**” means Honey Badger and Honey Badger Chile SpA;

(w) “**Honey Badger**” means Honey Badger Silver Inc., and its successors;

(x) “**Honey Badger Entities**” means, collectively, the Production Payor and the Guarantors;

(y) “**Insolvency Event**” means any of the following:

(i) a Party suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or is generally unable to or fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors;

(ii) a Party files a voluntary petition in bankruptcy, or seeks to effect a plan or other arrangement with creditors, or any other relief under any applicable Law granting similar relief to debtors, whether now or hereafter in effect;

(iii) any involuntary petition or proceeding pursuant to any applicable Law relating to bankruptcy, reorganization or other relief for debtors is filed or commenced against a Party and is not dismissed, stayed or vacated within 30 days thereafter, or such Party files an answer admitting the jurisdiction of the court and the material allegations of the involuntary petition;

(iv) a Party is adjudicated bankrupt, or an order for relief is entered by any court of competent jurisdiction under any applicable Law relating to bankruptcy, reorganization or other relief for debtors;

(v) a Party suffers the enforcement of security interests over all or a material portion of its assets;

(vi) a Party voluntarily ceases to conduct its business in the ordinary course or materially changes the nature of the business it carries on;

(vii) a Party liquidates, winds up or dissolves (or suffers any liquidation, wind-up or dissolution) or suspends its operations other than in the ordinary course of business; or

(viii) a Party takes any action authorizing or in furtherance of any of the foregoing.

(z) “**Laws**” means international, national, provincial, state, municipal and local laws (including common and civil law), treaties, statutes, codes, ordinances, judgments, decrees, injunctions, writs, certificates and orders, by-laws, rules, regulations or other requirements enacted, adopted, promulgated or applied by any Governmental Authority in each case having the force of law, and the term “**applicable**” with respect to such Laws and in a context that refers to one or more Persons, means such Laws as are applicable to such Person or its business, undertaking, property or securities and emanates from a Governmental Authority having jurisdiction over the Person or its or their business, undertaking, property or securities;

(aa) "**Material Adverse Effect**" means any change, event, occurrence, condition, circumstance, effect, fact or development that has, or would reasonably be expected to have, a material and adverse effect on:

(i) the Project (including the ability of the Production Payor to construct, develop and operate the Project substantially in accordance with the Mine Plan in effect at the time of the occurrence of the Material Adverse Effect); or

(ii) the ability of any Honey Badger Entity to perform its obligations under this Agreement; or

(iii) the validity, perfection or priority of any security interest created under the Production Payor Note;

provided, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change resulting from: (x) the announcement of the execution of this Agreement or the transactions contemplated herein or the performance of the covenants and obligations herein; (y) any action taken by any Honey Badger Entity at the request of the Production Payee or as required under this Agreement, or the failure to take any action prohibited by this Agreement; or (z) the price of precious metals and other commodities, or any change in the price of the publicly listed stock of Honey Badger;

(bb) "**Metal Availability Date**" means the date on which the Refinery delivers or makes available to any Honey Badger Entity or any Affiliate or agent of any of them the Refined Silver processed from Minerals;

(cc) "**Mine**" means the workings established and assets acquired, obtained or constructed in order to bring any of the Property or any portion thereof into (and to maintain) Commercial Production, including any Facilities thereon;

(dd) "**Mine Plan**" means, at any given time, the then current development or mine plan for the Project, as approved by the board of directors of the Production Payor (or other Person which, at the relevant time, ultimately controls, directly or indirectly, the Production Payor);

(ee) "**Minerals**" means any and all minerals of every nature and kind, including precious metals, base metals and other metals, gems, diamonds, industrial minerals, commercially valuable rock, aggregate, clays and diatomaceous earth, coal, oil, gas and other petroleum substances and other materials, in whatever form or state, that are mined, excavated, extracted, recovered in soluble solution or otherwise recovered or produced on, at or under the Property, including any such material derived from any processing or reprocessing of any tailings, waste rock or other waste products originally derived from the Property, and including ore and any other products resulting from the further milling, processing or other beneficiation of such materials, including concentrates and doré bars;

(ff) "**OFAC**" means The Office of Foreign Assets Control of the U.S. Department of the Treasury;

(gg) "**Permitted Transferee**" means the owner, at the applicable time, of the Guanaco/Amancaya mining facility or a mining facility with equivalent production capacity to the Guanaco/Amancaya mining facility and located within 100 kilometers of the Properties (or any Affiliate(s) thereof);

(hh) "**Person**" means and includes any individual, corporation or other body corporate, partnership, trustee, trust or unincorporated association, joint venture, syndicate, sole proprietorship, other form of business enterprise, executor, administrator or other legal representatives, regulatory body or agency or Governmental Authority, however designated or constituted;

(ii) "**Production Payee**" means Aftermath Silver Ltd., and its successors;

(jj) "**Production Payment Royalty**" means $0.50 per ounce of Refined Silver;

(kk) "**Production Payor**" means Minera Cachinal S.A., and its successors;

(ll) "**Production Payor Note**" means a non-interest bearing (before default) unsecured promissory note of the Production Payor (or equivalent under Chilean law, such as a *pagaré*) dated the date of this Agreement, which evidences the obligation of the Production Payor to pay to the Production Payee the Production Payment Royalty, which has been delivered by the Production Payor to the Production Payee concurrently with the execution of this Agreement;

(mm) "**Project**" means collectively, the Properties, the Facilities and the mining related activities and development on or in respect of any or all of the Properties;

(nn) "**Project Subsidiary**" means each Subsidiary of the Person which ultimately controls the Production Payor (being, as of the date hereof, Honey Badger) that holds a direct or indirect interest in the Project;

(oo) "**Property**" or "**Properties**" means all right, title and interest of the Production Payor or any other Honey Badger Entity or Affiliate in the mining concessions listed in Schedule "A" and all accessions and successions thereto, including any claim for exploration and exploitation mining concession and granted exploration and exploitation mining concession that the Production Payor or any other Honey Badger Entity or Affiliate obtains or acquires and that is located wholly or partially within the Area of Interest, whether directly or indirectly, and whether they replace, extend or overlap any of the existing mining concessions;

(pp) "**Refined Silver**" means either: (i) marketable metal bearing material in the form of physical silver bars or coins; or (ii) silver containing concentrate, where in the case of silver concentrate, the amount of Refined Silver shall be determined on the basis of the aggregate weight of the concentrate, multiplied by the percentage of such concentrate which is comprised of silver;

(qq) "**Refinery**" means the refinery chosen by the Production Payor from time to time, in accordance with Section 5.9;

(rr) "**Sanctions**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC or any Canadian Governmental Authority;

(ss) "**Share Price**" means the volume weighted average trading price of the common shares of Honey Badger or, in the case of a Transfer in accordance with Article 8 hereof, a transferee of the Properties, as applicable, for the 30 trading days immediately preceding the applicable Metal Availability Date on the exchange or quotation system in which such shares are principally traded;

(tt) "**Tax**" or "**Taxes**" means all foreign, federal, national, provincial, state, city or municipal taxes, levies, duties, assessments, reassessments and other charges in the nature of a tax, including income tax, profits tax, capital gains tax, gross receipts tax, corporation tax, mining tax, royalties, sales and use tax, wage tax, payroll tax, workers' compensation levy, capital tax, stamp duty, real and personal property tax, land transfer tax, customs or excise duty, excise tax, turnover or value added tax on goods sold or services rendered, goods and services tax, withholding tax, social security, government pension plan and employment insurance charges or retirement contributions and any interest, penalties or other additions to tax;

(uu) "**Term**" means the period of time during which this Agreement is in effect as described in Section 4.1; and

(vv) "**Transfer**", when used as a verb, means to sell, transfer, assign, convey or otherwise dispose of, or commit to do any of the foregoing. When used as a noun, "**Transfer**" means a sale, transfer, assignment, conveyance or other disposal, or the commitment to do any of the foregoing.

1.2 Rules of Construction

(a) In this Agreement:

(i) 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;

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

(iii) 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;

(iv) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa;

(v) unless otherwise indicated, 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;

(vi) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation";

(vii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;

(viii) unless otherwise indicated, time periods 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

(ix) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

1.3 Control

The term "**control**" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract or otherwise.

1.4 Measurements

References to "ounce" or "oz" means a troy ounce (being equal to 31.1034768 grams).

1.5 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in Canadian dollars.

1.6 Time of Essence

Time shall be of the essence of this Agreement.

ARTICLE 2
PRODUCTION PAYMENT ROYALTY

2.1 Interest in the Properties

The Parties intend that the Production Payment Royalty, to the extent permissible under applicable Laws, constitutes an interest in the Properties and, accordingly agree that:

(a) the Production Payment Royalty will run with the title to the Properties so that all Transfers (including equitable transfers by mortgage or other indebtedness security) of the Properties or any interest therein will be subject to this Agreement;

(b) any sale or other disposition or abandonment by the Production Payor of any interest in the Properties (including equitable transfers by mortgage or other indebtedness security) will be effective only in accordance with the terms of this Agreement; and

(c) the Production Payor will sign and deliver to the Production Payee the form of notice or other document or documents as the Production Payee may reasonably request to give notice of the existence of the Production Payment Royalty to third Persons, to secure payment of the Production Payment Royalty, and to protect the Production Payee's right to receive the Production Payment Royalty as contemplated herein. In addition, the Production Payor shall register the Production Payment Royalty in the Registry of Mortgages and Liens of the respective Register of Mines, and at the margin of the registration of the relevant mining concession. The Production Payor shall deliver to the Production Payee a written statement, signed by an authorized representative, providing notice of any refusal from the Register of Mines to effect such registrations within five (5) Business Days from the date the Production Payor receives notice of such refusal.

2.2 Payment Obligations

(a) On and subject to the terms and conditions of this Agreement, from and after the Commencement of Commercial Production, the Production Payor hereby agrees to pay to the Production Payee the Production Payment Royalty for each ounce of Refined Silver processed from Minerals mined since the Commencement of Commercial Production until such time as the aggregate of all Production Payment Royalties paid to the Production Payee equal the Contract Quantity.

(b) Concurrently with the execution of this Agreement, the Production Payor has delivered the Production Payor Note to the Production Payee to evidence the obligations and indebtedness of the Production Payor hereunder to pay the Production Payment Royalty until the expiry of the Term.

(c) The Production Payor shall pay the Production Payment Royalty to the Production Payee for each ounce of Refined Silver processed from Minerals as required by Section 2.2(a), at the sole election of the Production Payee, either: (i) in cash by wire transfer in immediately available funds to an account nominated by the Production Payee from time to time, within one (1) Business Day of the applicable Metal Availability Date; or (ii) subject to regulatory approval, through the issuance of such number of common shares in the capital of Honey Badger or, in the event of a Transfer in accordance with Article 8 hereof, shares in the capital of a transferee (or its publicly listed Affiliate), as is equal to the applicable amount of the Production Payment Royalty payment to be made, divided by the Share Price, within one (1) Business Day of the applicable Metal Availability Date; provided that any such issuance under clause (ii) will be made on a "private placement" basis and the Production Payor shall be under no obligation to issue such shares if such issuance would require the Production Payor to deliver a prospectus, registration statement or other disclosure document, or become subject to prospectus, registration or continuous disclosure requirements in any jurisdiction to which it is not already subject at the applicable time.

(d) For the avoidance of doubt, the Production Payee shall not be responsible for any refining, treatment or other charges, penalties, insurance, deductions, transportation, settlement, financing, price participation charges or other charges, penalties, deductions, set-offs, Taxes or expenses pertaining to and/or in respect of the production of Refined Silver processed from Minerals, all of which shall be for the account of the Honey Badger Entities.

(e) For greater certainty, nothing herein shall be construed as imposing any implied minimum production requirement following the Commencement of Commercial Production, and Section 5.1 shall apply in all respects.

2.3 Shipping and Delivery Notifications

(a) Promptly, and in any event no later than 24 hours after each shipment of Minerals to the Refinery, the Production Payor shall send the Production Payee notice of such shipment, including the date of shipment and the weight and, if estimated, fineness of the doré bars so shipped.

(b) Promptly, and in any event no later than 24 hours, after receipt thereof by the Production Payor, the Production Payor shall send to the Production Payee a copy or notice of, as applicable, all documents and information received from the Refinery related to the processing of Minerals shipped to the Refinery, including the expected Metal Availability Date, sampling/assay information, umpire reports (if any), invoices and other settlement documents.

(c) Each payment of the Production Payment Royalty shall be accompanied by a statement from the Production Payor to the Production Payee setting forth the number of ounces of Refined Silver for which the Production Payment Royalty was made and any discrepancy from the information provided by the Production Payor to the Production Payee pursuant to Section 2.3(b).

(d) All notifications by the Production Payor to the Production Payee under this Section 2.3 shall be made by email to ralphr@aftermathsilver.com or such other email address designated by the Production Payee to the Production Payor and Honey Badger in writing from time to time. Notwithstanding the provisions of Sections 2.3(a) and (b), if any of the 24 hour periods referred to therein do not include any part of a Business Day, then the notification shall be made no later than 10:00 a.m. (in Vancouver, British Columbia) on the first Business Day after such 24 hour period.

ARTICLE 3
TAXES, TARIFFS AND DUTIES

3.1 Taxes Payable by the Honey Badger Entities

Except as required by applicable Law or expressly contemplated herein, all payments on account of the Production Payment Royalty and any other payment or transfer of property of any kind made under this Agreement to the Production Payee shall be made subject to any deduction, withholding, charge or levy on account of Taxes imposed on such Production Payment Royalty by or on behalf of any Governmental Authority having power and jurisdiction to tax and for which the Production Payor is required to withhold or deduct and remit to such Governmental Authority. The Production Payor shall set out in any report contemplated in Section 6.2 any amount so withheld.

3.2 Liability for Taxes

Notwithstanding any other provision of this Article 3, each Party shall be solely responsible and liable for any and all Taxes required to be paid by it in respect of any and all payments, including interest, hereunder.

3.3 New Taxes

In the event that any new Tax is implemented, or there shall occur any revision in, implementation of, amendment to or interpretation of any existing Tax, in each case that has an adverse effect on any of the Parties or any of their Affiliates in respect of the transactions contemplated by this Agreement, then the

Parties agree that they shall negotiate in good faith with each other to amend this Agreement so that the affected Party and their Affiliates are no longer adversely affected by any such enactment, revision, implementation, amendment or interpretation, as the case may be; provided that any amendment to this Agreement shall not have any adverse effect on any of the Parties. For greater certainty, until this Agreement is so amended, the affected Party or Parties shall not be relieved of any of their respective obligations hereunder.

ARTICLE 4
TERM AND TERMINATION

4.1 Term

Subject to the other provisions of this Article 4, the rights and obligations of the Parties under this Agreement shall begin on the date of this Agreement and end once the Production Payor has paid the Production Payee the Production Payment Royalty in respect of the Contract Quantity in full.

4.2 Production Payee's Right to Terminate

(a) Upon occurrence of an Event of Default, and for so long as such Event of Default is continuing:

(i) upon written notice to the Production Payor and Honey Badger, and in addition to and not in substitution for any other remedies available to it hereunder or at law or in equity, the Production Payee shall have the right to terminate the Production Payor's obligation to make any further payment in respect of the Production Payment Royalty if it so elects and, upon such election, the Early Termination Amount shall become immediately due and payable by the Production Payor to the Production Payee (it being acknowledged by the Production Payor that the Early Termination Amount is intended to be a genuine pre-estimate of liquidated damages that would be suffered by the Production Payee upon the occurrence of an Event of Default);

(ii) the Production Payee shall be entitled to enforce its security under the Production Payor Note; and

(iii) the Production Payee shall be entitled to such other rights and remedies as are available to it at Law;

provided that, if the Production Payor pays the Early Termination Amount, then the Production Payee shall no longer be entitled to enforce its security under the Production Payor Note solely in respect of the Event(s) of Default hereunder, or such other rights and remedies as are available to it at Law solely in respect of the Event(s) of Default.

(b) Each of the events or circumstances set out below shall constitute a "**Event of Default**" (and the term "**Event(s) of Default**" refers to the occurrence of more than one Event of Default):

(i) any Honey Badger Entity is affected by an Insolvency Event;

(ii) the Production Payor is in default of its payment obligations under Section 2.2 or 4.4, which default has not been cured to the satisfaction of the Production Payee within a period of ten (10) Business Days of a written demand made in respect thereof by the Production Payee;

(iii) the Production Payor causes or permits a Transfer of all or any portion of the Property in breach of Section 8.1, there is a change of control of a Honey Badger Entity (other than Honey Badger) in breach of Section 8.2, or a Honey Badger Entity assigns its rights or obligations under this Agreement in breach of Section 8.3;

(iv) there is a Change of Control other than pursuant to a Change of Control Agreement; or

(v) a Honey Badger Entity is in default of any of its obligations under this Agreement other than those described in clauses (i), (ii), (iii) and (iv) above, which default has not been cured to the satisfaction of the Production Payee, acting reasonably, within a period of 30 days of a written demand made in respect thereof by the Production Payee.

4.3 Honey Badger Entities' Right to Terminate

The Honey Badger Entities shall have the right, by written notice to the Production Payee, to terminate this Agreement prior to the end of the Term if, prior to or concurrently with such termination, the Honey Badger Entities pay the Early Termination Amount to the Production Payee.

4.4 Expropriation, Nationalization or Act of Eminent Domain

If all or any part of the Property is expropriated, nationalized, or is subject to any other act of eminent domain, the Early Termination Amount shall immediately become due and payable to the Production Payee, provided that, at any given time, the Production Payor shall only be required to pay amounts owing in respect of the Early Termination Amount if and to the extent that any of the Honey Badger Entities or an Affiliate of any of them have received compensation up to such time in respect of such expropriation, nationalization or other act of eminent domain. Upon payment of the full amount of the Early Termination Amount to the Production Payee (or such lesser amount equal to the compensation received in respect of such expropriation, nationalization or other act of eminent domain), this Agreement shall terminate.

4.5 Survival

If this Agreement is terminated under this Article 4, then all rights and obligations under this Agreement shall terminate, other than in connection with any antecedent breach. Notwithstanding the foregoing, Article 1 (to the extent applicable to surviving provisions), Section 2.2 (to the extent a Production Payment Royalty has not been made following a Metal Availability Date), Article 3, Section 4.2(a), Section 6.5 (in respect of the period prior to termination of this Agreement), Article 7, Article 9 and Article 10 shall survive termination of this Agreement.

ARTICLE 5
PERFORMANCE OF MINING OPERATIONS

5.1 Operational Decisions

Subject only to the provisions of this Agreement, the Production Payor shall have exclusive control of all operations on or for the benefit of the Property, and any and all equipment, supplies, machinery and other assets purchased or otherwise acquired or under its control in connection with such operations, and the Production Payor may carry out such operations on the Property as it may, in its sole discretion, determine to be warranted. The timing, nature, manner and extent of exploration, development, mining or processing operations on or for the benefit of the Property, if any, shall be within the sole discretion of the Production Payor, and there shall be no implied or express covenant to begin or continue any such operations. For greater certainty, the Production Payor shall have the right at any time to: (i) curtail, suspend or terminate the mining, production, extraction, recovery or processing of Minerals if, in its sole discretion, it deems it advisable to do so; and (ii) upon at least 30 days' prior written notice to the Buyer, relinquish, surrender or terminate all or any part of any of the mining rights or concessions constituting the Property if the Production Payor determines that the cost of maintaining such mining rights or concessions is not commercially justified.

5.2 Maintenance of Existence

Each of the Honey Badger Entities shall at all times do or cause to be done all things necessary to maintain its corporate or other entity existence and to obtain and, once obtained, maintain all Authorizations necessary to carry on its business and own its assets in each jurisdiction in which it carries on business or in which its assets are located, except where the failure to do so would not, either individually or in the aggregate, have a Material Adverse Effect.

5.3 Maintenance of Property

Subject to Section 5.1, the Honey Badger Entities shall at all times do or cause to be done all things necessary to maintain the Property in good standing, including paying or causing to be paid all Taxes owing in respect thereof, performing or causing to be performed all required assessment work thereon, paying or causing to be paid all concession, permit and license maintenances fees in respect thereof, paying or causing to be paid all rents and other payments in respect of leased properties forming a part thereof and otherwise maintaining the Property in accordance with applicable Laws.

5.4 Compliance with Applicable Laws

Each of the Honey Badger Entities shall ensure that all exploration, construction, development and mining operations and other activities in respect of the Property and the Project will be performed in compliance in all material respects with applicable Laws, including any applicable Law relating to environmental matters and reclamation obligations or the corruption of public officials.

5.5 Anti-Corruption Compliance

(a) No Honey Badger Entity shall (i) use, or authorize the use of, any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) make, or authorize the making of, any direct or indirect unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any domestic or foreign government official or employee from corporate funds; or (iii) violate any provision of AML Legislation, Anti-Corruption Laws or any applicable Sanctions.

(b) Each of the Honey Badger Entities shall use commercially reasonably efforts to cause each of the directors, officers, agents, employees and other Persons acting on behalf of it to comply with the provisions of AML Legislation, Anti-Corruption Laws and any applicable Sanctions.

(c) The Honey Badger Entities shall immediately notify the Production Payee upon becoming aware of any breach or suspected breach by any Honey Badger Entity, or any director, officer, employee or agent thereof, of any AML Legislation, any Anti-Corruption Laws or any Sanctions, or if any of them are charged with such a breach.

5.6 Authorizations

The Production Payor shall be responsible, at its own expense, for obtaining and maintaining any Authorizations required in order to perform its obligations under this Agreement, including the payment of the Production Payment Royalty to the Production Payee.

5.7 Processing and Sale of Minerals

The Production Payor shall not, without the prior written consent of the Production Payee, such consent not to be unreasonably withheld:

(a) sell unprocessed Minerals mined from the Property;

(b) sell, ship or deliver processed Minerals to any Person other than the shipment of such processed Minerals to the Refinery as contemplated by this Agreement; or

(c) take or permit any action that would have the effect of circumventing the Production Payor's obligations under this Agreement.

For greater certainty, it shall not be unreasonable for the Production Payee to withhold its consent if any proposed activity would, in any way, adversely impact the quantity or rate of production of Refined Silver.

5.8 Commingling; Processing of Other Minerals

The Production Payor shall have the right to mix or commingle, either underground, at the surface or at processing plants or other treatment facilities, any material containing Minerals mined or extracted from the Properties with ores or material derived from other lands or properties, provided that the commingling is accomplished only after such ores and materials have been fairly and accurately weighed and sampled using reasonable and customary procedures in accordance with good Canadian mining industry practice. An accurate record of the weight or volume, along with the results of the sampling of such Minerals which are so commingled, shall be kept for a period of two (2) years and made available to the Production Payee at all reasonable times.

5.9 Refining of Minerals

(a) The Production Payor shall ship all doré containing silver produced from Minerals to an Acceptable Refinery (the "**Refinery**") chosen by the Production Payor from time to time. The Production Payor shall give the Production Payee at least ten (10) Business Days' written notice of its initial choice and any change in the Refinery, together with all documentation required to be delivered to the Production Payee under this Section 5.9 in respect of such refinery.

(b) Unless prohibited by confidentiality obligations owed by the Production Payor to the Refinery, the Production Payor shall promptly provide the Production Payee with a copy of any agreements entered into by the Production Payor with the Refinery in respect of the refining of Minerals processed by the Production Payor. If the Production Payor is prohibited by confidentiality obligations from providing the Production Payee with a copy of any such agreement, the Production Payor shall provide to the Production Payee a summary of such agreement (to the extent permitted by such confidentiality obligations). The Production Payor shall promptly notify the Production Payee in writing of any dispute with the Refinery in respect of a material matter arising out of or in connection with the processing of Minerals into Refined Silver and shall provide the Production Payee with timely updates of the status of any such dispute and the final decision and award of the court or arbitration panel with respect to such dispute, as the case may be.

ARTICLE 6
REPORTING, BOOKS AND RECORDS

6.1 Mine plan

Upon the approval of any amendment, revision or supplement to, or replacement of, the Mine Plan, the Production Payor shall promptly deliver a copy thereof to the Production Payee.

6.2 Production Payment Royalty Reports

Within 30 days of the end of each Fiscal Year, the Production Payor shall send the Production Payee (at ralphr@aftermathsilver.com or such other email address designated by the Production Payee in writing from time to time) a written report on the production of Refined Silver processed from Minerals during each such Fiscal Year, which shall include:

(a) other than in respect of the first Fiscal Year, the Cumulative Production as of the end of the preceding Fiscal Year;

(b) the date of each Production Payment Royalty made during such Fiscal Year and the number of ounces of Refined Silver for which payment of such Production Payment Royalty was made; and

(c) details of any withholdings made pursuant to Article 3.

6.3 Change in Property

Within 10 days of any change in the Property, the Production Payor shall notify the Production Payee of such change, including details thereof and an updated Schedule “A” and Schedule “B”.

6.4 Material Adverse Effect

Promptly after the Production Payor has knowledge or becomes aware thereof, the Production Payor shall deliver to the Production Payee written notice of any Material Adverse Effect.

6.5 Books and Records; Audits

(a) The Honey Badger Entities shall keep true, complete and accurate books and records of all material operations and activities with respect to the Property, including the mining, treatment, processing, refining, transportation and sale of Minerals.

(b) Upon not less than 10 Business Days’ notice, the Production Payee and its authorized representatives shall be entitled to perform its own audits or other reviews and examinations of the books and records of the Honey Badger Entities relevant to the production of Refined Silver processed from Minerals and to otherwise confirm compliance with the terms of this Agreement. The Honey Badger Entities shall each provide the Production Payee with complete access to their books and records at their respective offices during usual business hours. If any such audits reveal a material breach of any provision of this Agreement, the Production Payor shall reimburse the Production Payee for its costs and expenses incurred in conducting such audit; otherwise, any such costs and expenses shall be for the Production Payee's account.

ARTICLE 7
GUARANTEE

7.1 Guarantee of Production Payor's Obligations

(a) Each of the Guarantors does hereby absolutely, unconditionally and irrevocably guarantee the prompt and complete observance and performance of each and all of the terms, covenants, conditions and provisions to be observed or performed by the Production Payor pursuant to this Agreement and the Production Payor Note (the "**Guaranteed Obligations**"). Each Guarantor shall be obligated to perform all of the Guaranteed Obligations upon the default or non-performance thereof by the Production Payor.

(b) The obligations of each Guarantor under this Section 7.1 are continuing, unconditional and absolute and, without limitation, will not be released, discharged, limited or otherwise affected by (and the Guarantor hereby consents to or waives, as applicable, to the fullest extent permitted by applicable Law):

(i) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any of the Guaranteed Obligations, security, person or otherwise;

(ii) any modification or amendment of or supplement to the Guaranteed Obligations;

(iii) any release, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations;

(iv) any winding-up, dissolution, insolvency, bankruptcy, reorganization or other similar proceeding affecting the Production Payor;

(v) the existence of any claim, set-off or other rights which the Guarantor or the Production Payor may have at any time against the Production Payee;

(vi) any invalidity, illegality or unenforceability relating to or against the Production Payor or any provision of applicable Law or regulation purporting to prohibit the payment of the Production Payment Royalty;

(vii) any limitation, postponement, prohibition, subordination or other restriction on the rights of the Production Payee to performance of the Guaranteed Obligations;

(viii) any addition of any co-signer, endorser or other guarantor of the Guaranteed Obligations;

(ix) any defence arising by reason of any failure of the Production Payee to make any presentment, demand for performance, notice of non-performance, protest or any other notice, including notice of acceptance of this Agreement, partial performance or non-performance of any of the Guaranteed Obligations or the existence, creation or incurring of new or additional Guaranteed Obligations; or

(x) any defence arising by reason of any failure of the Production Payee to proceed against the Production Payor or any other Person, to proceed against, apply or exhaust any security held from the Production Payor or any other Person for the Guaranteed Obligations or to pursue any other remedy in the power of the Production Payee whatsoever;

7.2 Additional Guarantors

Each of the Honey Badger Entities shall ensure that each Person which becomes a Project Subsidiary after execution of this Agreement and any Person or group of Persons that directly or indirectly acquires control of Honey Badger pursuant to a Change of Control Agreement shall guarantee the Guaranteed Obligations in accordance with this Article 7 and, as soon as reasonably possible after such Person becomes a Project Subsidiary or acquires such control, execute a counterpart to this Agreement.

ARTICLE 8
TRANSFER RESTRICTIONS

8.1 Transfer of the Property

(a) The Production Payor shall not Transfer all or any portion of the Property, except as contemplated by Section 8.1(b) or with the prior written consent of the Production Payee (not to be unreasonably withheld, conditioned or delayed). The Production Payor shall provide written notice of the restrictions on Transfers set out in this Section 8.1 to any potential transferee of the Property.

(b) The Production Payor may Transfer all (but not less than all) of the Property without the consent of the Production Payee to a Permitted Transferee, provided that:

(i) all of the Production Payor's right, title and interest in and to the Property are transferred to the Permitted Transferee, by operation of Law or otherwise;

(ii) the Permitted Transferee, and, as applicable, the Person that ultimately controls the Permitted Transferee and each other Person that holds a direct or indirect interest in the Permitted Transferee shall have entered into an agreement, in form and substance satisfactory to the Production Payee, acting reasonably, to be bound by this Agreement, as Production Payor and Guarantor, as the case may be;

(iii) the Permitted Transferee shall have assumed all of the obligations under the Production Payor Note; and

(iv) the Permitted Transferee shall, forthwith upon the completion of such Transfer, provide written notice of such Transfer to the Production Payee, which notice shall:

(A) be accompanied by evidence of the Transfer, including any related constating documents of the new Production Payor and any Guarantor(s); and

(B) confirm that the conditions of clauses (i) and (ii) above have been satisfied.

Following such Transfer in accordance with this Section 8.1(b), the Permitted Transferee and the other Persons referred to in (ii) above shall constitute the Production Payor and Guarantor(s), as applicable, and the Honey Badger Entities shall have no further obligations under this Agreement or the Production Payor Note (except to the extent of any outstanding obligations arising prior to the date of such Transfer).

8.2 Change of Control of Honey Badger Entities

(a) Subject to Section 8.2(b), no Honey Badger Entity may permit a change of control of itself or another Honey Badger Entity to occur, except with the prior written consent of the Production Payee. The Honey Badger Entities shall provide written notice of the restrictions on Transfers set out in this Section 8.2 to any potential acquirer of any other Honey Badger Entity.

(b) No Change of Control of Honey Badger shall require the consent of the Production Payee, but a Change of Control other than pursuant to a Change of Control Agreement is subject to Section 4.2(b)(iv).

8.3 Assignment by Honey Badger Entities

No Honey Badger Entity may assign, in whole or in part, its rights and obligations under this Agreement, except as contemplated by Section 8.1(b) or with the prior written consent of the Production Payee. The Honey Badger Entities shall provide written notice of the restriction on Transfers set out in this Section 8.3 to any potential assignee of this Agreement.

8.4 Assignment by Production Payee

The Production Payee may assign, in whole or in part, its rights and obligations under this Agreement, provided that, prior to any such assignment, the Production Payor shall have provided the Production Payee with at least fifteen (15) days' prior written notice of the intent to effect such assignment, including the identity of the proposed assignee (and any other Person that ultimately controls such assignee).

8.5 Abandonment of Properties

In the event the Production Payor intends to abandon, relinquish, permit to expire, or otherwise surrender (each and "**Abandonment**") any of the mining concession, leases, licenses or other interests comprising the Properties (the "**Abandoned Property**"), the Production Payor will first give notice of such intention to the Production Payee at least sixty (60) days in advance of the proposed date of Abandonment and will thereafter promptly provide to the Production Payee all information regarding the Abandoned Property requested by the Production Payee. If not later than ten (10) days before the proposed date of Abandonment the Production Payor receives from the Production Payee written notice that the Production Payee desires the Production Payor to convey the Abandoned Property to the Production Payee (the "**Conveyance Notice**"), the Production Payor will, for an additional consideration of US$1.00, convey the Abandoned Property in good standing, without warranty, to the Production Payee or such other person or persons as directed by the Production Payee (subject to applicable laws), and will thereafter have no further obligation to maintain title to the Abandoned Property. The Production Payee will pay, or promptly reimburse the Production Payor, for the reasonable costs of such conveyance, including any applicable transfer tax or similar amounts. If the Production Payee does not give such Conveyance Notice to the Production Payor, the Production Payee may abandon, relinquish, permit to expire or surrender (as the case may be) the Abandoned Property and will thereafter have no obligation to maintain the title to the Abandoned Property; provided, however, that if the Production Payor acquires or reacquires any of the mining concessions, leases, licenses or other interests within the original area covered by the Abandoned Property at any time within two (2) years following such Abandonment, such property interest will be considered part of the Properties and the Production Payment Royalty and the terms of this Agreement will apply in respect thereof. The Production Payor will not abandon, relinquish, allow to expire, or otherwise surrender any part or parts of the Properties for the purpose of permitting any third party to re-stake or acquire any mining concession, lease, license or interests or rights in respect of the Properties in order to avoid the Production Payment Royalty or otherwise.

ARTICLE 9
CONFIDENTIALITY AND DISCLOSURES

9.1 Confidentiality

Each Party agrees that it shall maintain as confidential and not disclose, and shall cause its Affiliates, partners, limited partners, directors, officers, employees, representatives and agents to maintain as confidential and not disclose, without the prior written consent of the other Party, the terms of this Agreement and all information (whether written, oral or in electronic format) received or reviewed by it as a result of or in connection with this Agreement, including any refining agreement or summary thereof provided under Section 5.9(b), provided that a Party may disclose such information:

(a) with the express prior written consent of the other Party;

(b) where such information is or becomes publicly available or widely known by the public other than by a breach of this Agreement;

(c) if required by applicable Laws or requested by any Governmental Authority having jurisdiction (and then only in accordance with Section 9.2 if applicable);

(d) to its Affiliates and those of its and its Affiliates' directors, officers, employees, representatives and agents who need to have knowledge of the confidential information in the necessary course of their duties;

(e) in its or its Affiliates' auditors, legal counsel, lenders, brokers, underwriters, investment bankers and other professional advisors for whom such confidential information would be relevant, provided that such Persons are advised of the confidential nature of the confidential information, undertake to maintain the confidentiality of it and are strictly limited in their use of the confidential information to those purposes necessary for such Persons to perform the services for which they were retained by the disclosing Party or its Affiliate, as the case may be; or

(f) to Persons (including potential assignees of a Party) with whom it or an Affiliate is considering or intends to enter into a transaction for whom such confidential information would be relevant (including such Person's representatives and advisers), provided that such Persons are advised of the confidential nature of the confidential information, undertake to maintain the confidentiality of it and are strictly limited in their use of the confidential information to those purposes necessary for such Persons to consider or effect the applicable transaction.

Each Party shall be liable to the other Party for any improper use or disclosure of such terms or information by its Affiliates, its or its Affiliates' directors, officers, employees, representatives and agents, or those Persons listed in Sections 9.1(e) and 9.1(f).

9.2 Press Releases and Public Disclosure

(a) The Parties shall consult with each other before either of them or their respective Affiliates issues any press release or otherwise makes any public disclosure regarding this Agreement or the transactions contemplated hereby and shall not, and shall cause their respective Affiliates to not, issue any such press release or make any such public disclosure before receiving the consent of the other of them. Notwithstanding the foregoing, the Parties or their respective Affiliates may, without prior consultation with the other Party, issue a press release or make public disclosure regarding this Agreement or the transactions contemplated hereby if the disclosure proposed to be so made, as it relates to this Agreement or the transactions contemplated hereby, is substantially the same as disclosure previously consented to by the Parties pursuant to this Section 9.2(a). Nothing in this Section 9.2(a) prohibits a Party from issuing a press release or making other disclosure required by applicable Law if the Party or its Affiliate making the disclosure has first consulted with the other Party.

(b) If any Party or any of its Affiliates is required by applicable Law to file a copy of this Agreement on SEDAR (or otherwise publicly file a copy of this Agreement), such Party (or such Affiliate) shall consult with the other Parties with respect to, and agree upon, any proposed redactions to this Agreement in compliance with applicable Law before it is filed on SEDAR (or otherwise publicly filed). If the Parties are unable to agree on such redactions, the Party required to file the Agreement on SEDAR (or otherwise to so publicly file) shall redact this Agreement to the fullest extent permitted by applicable Laws before filing it on SEDAR (or otherwise publicly filing it).

ARTICLE 10
GENERAL PROVISIONS

10.1 Notices

(a) Unless otherwise specifically provided in this Agreement, any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by hand to an officer or other responsible employee of the addressee or transmitted by electronic communication, addressed to:

If to any Honey Badger Entity:

c/o Honey Badger Silver Inc.
2704-401 Bay Street P.O. Box 4
Toronto, Ontario
M5H 2Y4

Attention: Chad Williams, Executive Chairman
Email: cwilliams@honeybadgersilver.com

If to the Production Payee:

c/o Aftermath Silver Ltd.
Suite 1500 – 409 Granville Street
Vancouver, British Columbia
V6C 1T2

Attention: Ralph Rushton, Chief Executive Officer
Email: ralphr@aftermathsilver.com

or at such other address, facsimile number or email address as such Party from time to time directs in writing to the other Party.

(b) Any notice or other communication given in accordance with this Section 10.1, if delivered by hand as aforesaid, shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery is received before 4:00 p.m. at the place of delivery; otherwise, it shall be deemed to be validly and effectively given on the Business Day next following the date of delivery. Any notice of communication which is transmitted by electronic mail as aforesaid, shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was received before 4:00 p.m. at the place of receipt; otherwise it shall be deemed to have been validly and effectively given on the next Business Day following such date of transmission.

10.2 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of Chile.

10.3 Dispute Resolution

All claims and disputes of any kind arising out of, relating to, or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, whether such claim or dispute is under common law, equity, or statute will be finally determined through arbitration conducted before the Santiago Chamber of Commerce's Mediation and Arbitration Center. There shall be one arbitrator, which arbitrator shall be agreed by the parties. There shall be no appeal from any award of the arbitrator.

10.4 Further Assurances

Each Party shall execute all such further instruments and documents and shall take all such further actions as may be necessary to effect the transactions contemplated herein, in each case at the cost and expense of the Party requesting such further instrument, document or action, unless expressly indicated otherwise.

10.5 No Partnership or Joint Venture

Nothing herein shall be construed to create, expressly or by implication, a joint venture, agency relationship, fiduciary relationship, mining partnership, commercial partnership or other partnership relationship between the Parties.

10.6 Severability

If any provision of this Agreement is wholly or partially invalid, illegal or unenforceable, this Agreement shall be interpreted as if such provision had not been a part hereof so that the invalidity, illegality or unenforceability shall not affect the validity, legality or unenforceability of the remainder of this Agreement which shall be construed as if this Agreement had been executed without such provision.

10.7 Entire Agreement

This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, among the Parties.

10.8 Amendments

This Agreement may not be changed, amended or modified in any manner, except pursuant to an instrument in writing signed on behalf of each of the Parties.

10.9 Waivers

The failure by any Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision unless such waiver is acknowledged in writing, nor shall such failure affect the validity of this Agreement or any part thereof or the right of a Party to enforce each and every provision. No waiver of a breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

10.10 Execution in Counterparts

This Agreement may be executed in one or more counterparts and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF this Production Payment Royalty Agreement has been executed by the Parties as of the date first above written.

FOR THE HONEY BADGER ENTITIES

HONEY BADGER SILVER INC.

By: ______________________________

Authorized Signatory

Name:

Title:

HONEY BADGER CHILE SPA

By: ______________________________

Authorized Signatory

Name:

Title:

MINERA CACHINAL S.A.

By: ______________________________

Authorized Signatory

Name:

Title:

IN WITNESS WHEREOF this Production Payment Royalty Agreement has been executed by the Parties as of the date first above written.

FOR THE PRODUCTION PAYEE

AFTERMATH SILVER LTD.

By:

____

Authorized Signatory

Name:

Title:

SCHEDULE "A"

Mining Concessions

Exploitation Mining Concessions

#	Exploitation Concessions	National Number	Area ha	Registry of Property Custodian of Mines of Taltal					
				Registration of final judicial award and measurement minutes			Current ownership registration		
				Page	#	Year	Page	#	Year
1	Silvana 1, 1/60	02202-4535-7	300	44	14	2007	24	7	2014
2	Silvana 2, 1/30	02202-4536-5	300	48	15	2007	25	8	2014
3	Silvana 3, 1/59	02202-4537-3	269	52	16	2007	26	9	2014
4	Silvana 4, 1/30	02202-4538-1	298	58	17	2007	27	10	2014
5	Silvana 5, 1/30	02202-4539-K	300	62	18	2007	28	11	2014
6	Silvana 6, 1/30	02202-4540-3	300	66	19	2007	29	12	2014
7	Silvana 7, 1/30	02202-4541-1	300	70	20	2007	30	13	2014
8	Silvana 8, 1/30	02202-4542-K	300	74	21	2007	31	14	2014
9	Silvana 9, 1/30	02202-4543-8	300	78	22	2007	32	15	2014
10	Silvana 10, 1/30	02202-4544-6	300	82	23	2007	33	16	2014
11	Katherine 1/80	02202-4527-6	400	86	24	2007	34	17	2014
12	Cachinal 21A, 1/60	02202-6336-3	300	1215	367	2011	379	91	2016
13	Cachinal 22A, 1/60	02202-6337-1	300	1220	368	2011	380	92	2016
14	Cachinal 23A, 1/60	02202-6338-K	300	1225	369	2011	381	93	2016
15	Cachinal 24A, 1/60	02202-6339-8	300	392	88	2012	382	94	2016
16	Cachinal 25A, 1/60	02202-6340-1	300	1230	370	2011	383	95	2016

Exploration Mining Concessions

#	Exploration Concessions	National Number	Area ha	Registry of Discoveries Custodian of Mines of Taltal					
				Registration of exploration claim			Registration of final judicial award		
				Page	#	Year	Page	#	Year
1	Valeria 2	02202-U920-6	300	1300	907	2021	864	561	2022
2	Valeria 4	02202-U918-4	300	1302	909	2021	866	562	2022
3	Valeria 5	02202-U917-6	300	1303	910	2021	868	563	2022
4	Valeria 9	02202-U915-K	300	1307	914	2021	870	564	2022
5	Valeria 14	02202-U910-9	300	1312	919	2021	872	565	2022
6	Valeria 15	02202-U909-5	300	1313	920	2021	874	566	2022
7	Valeria 16	02202-U908-7	200	1314	921	2021	876	567	2022
8	Valeria 18	02202-U906-0	300	1316	923	2021	878	568	2022
9	Valeria 19	02202-U905-2	300	1317	924	2021	880	569	2022
10	Valeria 20	02202-U904-4	300	1318	925	2021	882	570	2022
11	Valeria 24	02202-U901-K	300	1322	929	2021	884	571	2022
12	Valeria 25	02202-U900-1	200	1323	930	2021	886	572	2022
13	Valeria 28	02202-U899-4	300	1324	931	2021	888	573	2022
14	Valeria 29	02202-U898-6	300	1325	932	2021	1276	810	2022
15	Valeria 3	02202-V415-3	300	489	284	2022	2473	1683	2022
16	Valeria 6	02202-V414-5	300	490	285	2022	2475	1684	2022
17	Valeria 10	02202-V413-7	300	491	286	2022	2477	1685	2022
18	Valeria 11	02202-V412-9	300	492	287	2022	2479	1686	2022
19	Valeria 12	02202-V411-0	300	493	288	2022	2481	1686	2022
20	Valeria 13	02202-V410-2	300	494	289	2022	2483	1688	2022
21	Valeria 17	02202-V409-9	300	495	290	2022	2485	1689	2022
22	Valeria 21	02202-V408-0	200	496	291	2022	2487	1690	2022

Exploration Mining Claims (in process of being granted)

#	Exploration Claims	National Number	Area ha	Registry of Discoveries Custodian of Mines of Taltal					
				Registration of exploration claim			Registration of final judicial award		
				Page	#	Year	Page	#	Year
1	Valeria 1	Pending	300	488	283	2022	N/A	N/A	N/A
2	Valeria 23	Pending	300	497	292	2022	N/A	N/A	N/A

ANNEX "C"

Form of Lock-Up Agreement

TO: HONEY BADGER SILVER INC. (the "**Purchaser**")

Reference is made to the share purchase agreement dated February 14 , 2023 entered into between Aftermath Silver Ltd. (the "**Seller**") and the Purchaser (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "**Purchase Agreement**") pursuant to which the Purchaser will acquire all of the issued and outstanding shares of Minera Cachinal S.A. (the "**Acquisition**"). Capitalized terms used in this agreement without definition have the meanings ascribed thereto in the Purchase Agreement.

Pursuant to the Purchase Agreement, the Purchaser will issue to the Seller the Consideration Shares, comprised of: (a) 3,508,771 common shares in the capital of the Purchaser which comprises the Closing Consideration Shares; and (b) Additional Consideration Shares (if elected by the Buyer in satisfaction of Cash Payments (other than the Initial Cash Payment), but subject to receipt by the Buyer of any required approval by any Governmental Authority), and all securities that may hereafter be issued as a dividend or distributions *in specie* in respect of such Consideration Shares (collectively, the "**Subject Securities**").

It is a condition to the completion of the Acquisition that the Seller enters into this agreement to provide that the Subject Securities be subject to the restrictions set forth herein.

NOW THEREFORE in consideration of the Purchaser completing the Acquisition and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby enters into this Agreement and covenants and agrees as follows:

1. The Seller hereby agrees that, during the period commencing on the date hereof and expiring on the one-year anniversary of the date of issuance of any Consideration Shares (the "**Lock-up Period**"), it will not, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise (collectively, the "**Lock-up Restrictions**"), any of the Subject Securities (collectively, the "**Locked-up Securities**"), unless the Seller first obtains the written consent of the Purchaser. For greater certainty, (a) this Agreement shall not amend, limit, alter, reduce, impair or otherwise affect the terms of any escrow, standstill, statutory restriction and/or lock-up agreement to which the Seller or the Locked-up Securities is or will be subject during the Lock-up Period; and (b) the Lock-up Restrictions and Lock-up Period shall apply with respect to each tranche of Subject Securities that are issued on the same date, with the effect that any Additional Consideration Shares issued subsequent to the date on which Consideration Shares have previously been issued will be treated as a separate tranche of securities subject to this Agreement, and accordingly will be subject to the Lock-up Period and Lock-up Restrictions from their respective dates of issue.

2. Notwithstanding Section 1, during the Lock-up Period:

    (a) the Lock-up Restrictions shall be released with respect to one-half (1/2) of the total number of Locked-up Securities (rounding down any fractions) from and after the six-month anniversary of the respective date(s) of issue and, thereafter, the remaining Locked-up Securities will be released on the expiry of the Lock-up Period.

(b) the Seller may transfer, sell or tender any or all of the Locked-up Securities pursuant to a take-over bid (as defined in the *Securities Act* (Ontario)) or any similar transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of the Purchaser (provided that all Locked-up Securities that are not so transferred, sold or tendered remain subject to the restrictions herein; and provided further that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Locked-up Securities subject to this agreement shall remain subject to the restrictions herein);

(c) the Seller may transfer any or all of the Locked-up Securities to any nominee or custodian where there is no change in beneficial ownership provided that any such nominee or custodian has executed an acknowledgement in form and substance satisfactory to the Purchaser that the Locked-Up Securities remain subject to this agreement; and

(d) the Seller may transfer any or all of the Locked-up Securities to an affiliate (as such term is defined in the *Securities Act* (Ontario) provided an agreement in form and substance identical to this Agreement is executed and delivered to the Purchaser by such transferee for the balance of the Lock-up Period.

3. During the Lock-up Period, the Seller shall vote or cause to be voted all Locked-up Securities beneficially owned by it, or over which it exercises control or direction, directly or indirectly, in accordance with the voting recommendations of management of the Purchaser at any meeting of shareholders of the Purchaser.

4. During the Lock-up Period, the Seller shall not, directly or indirectly, whether alone or jointly or in concert with any other person, without the prior written consent of the Purchaser:

(a) acquire, agree to acquire, or make any proposal or offer to acquire, directly or indirectly, ownership of (or control or direction over) any securities of the Purchaser or any of its affiliates;

(b) requisition, join in the requisition of, or solicit proxies from shareholders or other security holders of the Purchaser or any of its affiliates in respect of any meeting of shareholders of the Purchaser, or otherwise attempt to influence the conduct of the shareholders or other securityholders of the Purchaser or any of its affiliates;

(c) solicit, initiate or engage in any discussions or negotiations, or enter into any agreement, commitment or understanding, or otherwise act jointly or in concert with any person in order to propose or effect any take-over bid, tender or exchange offer, amalgamation, merger, arrangement or other business combination involving the Purchaser or any of its affiliates; or

(e) make any public announcement with respect to the foregoing or inconsistent with the foregoing, or assist, advise, encourage or agree, discuss, negotiate or otherwise act in concert with, any person to do any of the foregoing (including by providing or arranging any financing).

5. The Seller authorizes the Purchaser, during the Lock-up Period only, to decline to transfer and/or to note stop transfer restrictions or other equivalent measures, during the Lock-up Period only, on the transfer books and records of the Purchaser with respect to any Locked-up Securities for which the Seller is the registered holder. The Seller acknowledges and agrees that any certificates or direct

registration advices representing or evidencing the Locked-up Securities or the issuance thereof may bear a legend or notation, as the case may be, disclosing that such securities are subject to the restrictions on transfer contained in this agreement.

6. Until the one year anniversary of the expiry of the Lock-up Period, the Seller shall not sell or offer to sell any common shares in the capital of the Purchaser (the "**Common Shares**") in an amount that would exceed fifty percent (50%), on any given trading day, of the average daily trading volume of the Common Shares on the principal market or exchange on which the Common Shares are traded for the five immediately preceding trading days, and in no event shall the Seller sell or offer to sell more than fifteen (15%) of the Consideration Shares in any one (1) month period.

7. The Seller hereby represents and warrants that the Seller has the power and authority to enter into this Agreement and that, upon the reasonable request of the Purchaser, the Seller will execute any additional documents necessary or desirable in connection with the enforcement hereof. All authority herein conferred or agreed to be conferred shall survive the dissolution, winding-up or amalgamation of the Seller. This agreement shall enure to the benefit of the successors and permitted assigns of the parties.

8. This agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile, e-mail transmission of PDF files or other electronic means and all the counterparts and facsimile, e-mail or other electronic copies together constitute one and the same agreement, and such facsimile, e-mail or other electronic copies will be legally effective to create a valid and binding agreement between the parties.

[Remainder of page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF the Seller has executed this agreement as of the date first written above.

AFTERMATH SILVER LTD.

Per: ______________________________________

Name:

Title:

ACKNOWLEDGED AND AGREED as of the date first written above.

HONEY BADGER SILVER INC.

Per: ______________________________________

Name:

Title:

ANNEX "D"

Form of Buyer Note

(please see attached)

ANNEX "D"

FORM OF

SECURED PROMISSORY NOTE

Date: [•], 2023 Principal Amount: $1,000,000

FOR VALUE RECEIVED, the undersigned (the "**Borrower**") hereby acknowledges itself indebted and unconditionally promises to pay to or to the order of **AFTERMATH SILVER LTD.** (such party, together with any successor or permitted assign referred to as the "**Lender**") the principal sum of **ONE MILLION DOLLARS** ($1,000,000) (the "**Principal Amount**"), subject to the rights of set-off in favour of the undersigned in accordance with the Purchase Agreement (as defined below), together with default interest thereon (if any) and all other amounts due hereunder, subject to the following terms and conditions:

1. This secured promissory note (the "**Note**") is the "Buyer Note" as defined and referred to in the share purchase agreement dated February _14_, 2023 between the undersigned, as purchaser, and the Lender, as seller (such share purchase agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time, referred to as the "**Purchase Agreement**"). Capitalized terms used herein without definition have the meanings ascribed thereto in the Purchase Agreement.

2. Subject to the Borrower's rights of set-off in accordance with the Purchase Agreement (the "**Set-Off Rights**") and the Lender's rights of acceleration hereunder upon the occurrence of an Event of Default that is continuing, the Principal Amount shall become due and payable according to the following schedule (each date of repayment indicated below referred to as a "**Repayment Date**"):

    a. the sum of two-hundred thousand dollars ($200,000), being the Second Cash Payment, on or before May 31, 2023;

    b. the sum of four-hundred thousand dollars ($400,000), being the Third Cash Payment, on or before March 31, 2024; and

    c. the sum of four-hundred thousand dollars ($400,000), being the Final Cash Payment, on or before September 30, 2024;

    provided that the Borrower shall repay any portion of the unpaid balance of the Principal Amount outstanding, and all accrued interest, fees, and other amounts then unpaid, in full on September 30, 2024 (the "**Maturity Date**").

3. The Borrower may elect, prior to the occurrence of an Event of Default, in its sole discretion and subject to any required approvals from any applicable Governmental Authorities (including without limitation the TSXV), by written notice delivered to the Lender at least two days prior to the applicable Repayment Date, to satisfy the whole or a portion of the unpaid Principal Amount by issuing to the Lender such number of fully-paid and non-assessable Additional Consideration Shares equal to the quotient obtained by dividing (i) the Principal Amount to be so satisfied; by (ii) a price per share (the "**Deemed Price**") equal to the greater of: (A) the volume-weighted average of the trading price per Buyer Share on the TSXV for the previous consecutive 30 trading days ending on (and including) the trading day immediately prior to the applicable Repayment Date (the "**30 Day VWAP Price**"); and (B) the maximum permitted discount to "market price" under the policies of the TSXV determined as at the time of the issuance (the "**Maximum**

Discount Price”), provided that the Borrower shall not be entitled to satisfy any unpaid Principal Amount by the issuance of Additional Consideration Shares if the volume-weighted average of the trading price per Buyer Share determined in accordance with (A) above is less than $0.05. The conversion of any unpaid Principal Amount under this Section 3 will occur on the applicable Repayment Date. For the avoidance of doubt, in the event that the Borrower elects to satisfy a portion only of the unpaid Principal Amount due on an applicable Repayment Date by the issuance of Additional Consideration Shares, the remaining portion thereof shall remain due and payable, in cash, on the applicable Repayment Date.

4. In the event that the Borrower issues any Additional Consideration Shares at a Deemed Price equal to the Maximum Discount Price, then, no later than five (5) trading days following the Maturity Date (such date of payment to be referred to as the “**Shortfall Payment Date**”), the Borrower shall pay to the Lender in cash an amount equal to the sum of the following:

    a. if all or a portion of the Second Cash Payment is satisfied by the issuance of Additional Consideration Shares at a Deemed Price equal to the Maximum Discount Price (the “**Second Payment Shares**”), the product of (i) the number of Second Payment Shares”, multiplied by (ii) the Deemed Price of the Second Payment Shares, minus the product of (iii) the number of Second Payment Shares multiplied by (iv) the 30 Day VWAP Price as of the trading day immediately prior to the Second Repayment Date; plus

    b. if all or a portion of the Third Cash Payment is satisfied by the issuance of Additional Consideration Shares at a Deemed Price equal to the Maximum Discount Price (the “**Third Payment Shares**”), the product of (i) the number of Third Payment Shares, multiplied by (ii) the Deemed Price of the Third Payment Shares, minus the product of (iii) the number of Third Payment Shares multiplied by (iv) the 30 Day VWAP Price as of the trading day immediately prior to the Third Repayment Date ; plus

    c. if all or a portion of the Final Cash Payment is satisfied by the issuance of Additional Consideration Shares at a Deemed Price equal to the Maximum Discount Price (the “**Final Payment Shares**”), the product of (i) the number of Final Payment Shares, multiplied by (ii) the Deemed Price of the Final Payment Shares, minus the product of (iii) the number of Final Payment Shares multiplied by (iv) the 30 Day VWAP as of the trading day immediately prior to the Maturity Date,

    (collectively, the “**Shortfall Amount**”).

    Notwithstanding anything to the contrary in this Section 4, the Borrower may elect, prior to the Shortfall Payment Date, in its sole discretion and subject to any required approvals from any applicable Governmental Authorities (including without limitation the TSXV), by written notice delivered to the Lender on or before the Shortfall Payment Date, to satisfy the whole or a portion of the Shortfall Amount by issuing to the Lender such number of fully-paid and non-assessable Additional Consideration Shares as is obtained by dividing (i) the Shortfall Amount to be so satisfied; by (ii) the Maximum Discount Price. For the avoidance of doubt, the Shortfall Amount, if any, shall be considered a portion of the Principal Amount for all purposes hereunder, and in the event that the Borrower elects to satisfy a portion only of the Shortfall Amount by the issuance of Additional Consideration Shares, the remaining portion thereof shall remain due and payable, in cash, on the Shortfall Payment Date.

5. The Lender covenants from and after the date hereof through and including the Maturity Date, that none of the Lender, its Affiliates, associates or insiders will hold, at any time, a net short position in the Buyer Shares.

6. No fractional Buyer Shares will be issued upon conversion of any Principal Amount of this Note pursuant to Section 3 or conversion of any Shortfall Amount pursuant to Section 4. In lieu of any fractional share to which the Lender would otherwise be entitled, the Borrower will pay to the Lender, in cash, the unpaid Principal Amount that would otherwise have been satisfied by issuance of the fractional share. At its expense, the Borrower will either issue and deliver (or cause its transfer agent to issue and deliver); (a) within five Business Days after conversion of all or a portion of this Note, a certificate or certificates registered in the name of the Lender for that number of Additional Consideration Shares to which the Lender is entitled upon conversion; or (b) if the Buyer Shares are issued in a book-entry system (such as the Direct Registration System or "**DRS**"), on the date such Additional Consideration Shares are issued, e-mail to the Lender a statement evidencing such book-entry issuance (including by way of a "**DRS Advice**"). Any certificates evidencing Additional Consideration Shares may bear such legends and be subject to such restrictions on transfer as may be required under applicable Canadian securities laws.

7. The Principal Amount outstanding under this Note shall not bear interest, provided that if the Borrower fails to pay any amount payable by it whether on a Repayment Date, on the Shortfall Payment Date or on the Maturity Date, by acceleration or otherwise (without regard to any applicable grace periods), then interest shall accrue on such overdue amount from such date of non-payment until the date of payment in full (both before and after maturity and judgment) at a rate per annum equal to 12%, which shall be immediately payable by the Borrower on demand by the Lender. Interest shall accrue daily and be calculated on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed.

8. The undersigned shall have the right, at any time and from time to time, to prepay all or any part of the Principal Amount and any other amounts owing hereunder without notice, bonus or penalty. Each prepayment pursuant to this Section shall be applied in inverse order of maturity.

9. The recording by the Lender in its accounts of the Principal Amount owing by the Borrower, accrued interest and repayments shall, in the absence of manifest mathematical error, be prima facie evidence of the same; provided that the failure of the Lender to record the same shall not affect the obligation of the Borrower to pay such amounts to the Lender.

10. The performance of the obligations of the undersigned under this Note are secured pursuant to the Buyer Pledge.

11. For purposes of this Note, any one or more of the following events shall constitute an event of default (an "**Event of Default**");

    a. if the Borrower fails to pay the Principal Amount or any other amount hereunder when the same becomes due and that failure continues for a period of ten (10) Business Days after written notice of that failure has been given by the Lender to the Borrower (provided that, for greater certainty, it will not be an Event of Default hereunder if and to the extent that such payment on account of the Principal Amount is effectively made by the Borrower pursuant to the Set-Off Rights);

    b. if the Borrower has defaulted in the performance of its obligations under Section 3.10 of the Purchase Agreement or the Buyer Pledge and such default is incapable of being remedied or the Borrower fails to remedy such default within fifteen (15) Business Days from the date the Lender delivers written notice of such default to the Borrower;

    c. if the Borrower or the Company: (i) becomes insolvent or generally ceases to meet its liabilities as they become due; (ii) admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of its creditors; (iii) files a notice of intention to file a proposal under any law relating to bankruptcy, insolvency or reorganization or relief of debtors; (iv) institutes or has instituted against it any proceedings seeking: (A) to adjudicate it a bankrupt or insolvent; (B) any liquidation, winding-up, dissolution, reorganization, arrangement, adjustment, protection, proposal, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, including without limitation, proceedings under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation; or (C) the entry of an order for relief from the appointment of a receiver, receiver manager or other similar official for it or for any or a substantial part of its assets, unless in any such case such petition, proceeding or process is *bona fide* disputed and stayed, withdrawn, dismissed or vacated, as the case may be, within thirty (30) days; or (v) if there is commenced against the Borrower or the Company any application, proceeding or other action seeking issuance of a writ of seizure and sale, execution, garnishment, or similar process against all or any part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, stayed or bonded pending appeal within thirty (30) days from the entry thereof;

and, during the pendency of an Event of Default that is continuing, the Lender may, by written notice to the Borrower, declare the obligations under this Note to be accelerated, whereupon the entirety of the Principal Amount then outstanding (plus any accrued and unpaid default interest) shall become immediately due and payable.

12. If the day on which a payment is required to be made hereunder lands on a day that is not a Business Day, then such payment shall be due and payable on the date that is the next Business Day following such date and such extension shall be taken into account for the calculation of overdue interest.

13. Any costs and expenses incurred by the Lender in collecting amounts due hereunder following any Event of Default and acceleration shall be added to and form part of the obligations due and payable hereunder.

14. This Note is not, and is not intended to be, a negotiable instrument, but may be transferred or assigned by the Lender to any affiliate of the Lender, or to any person not at arm's length to the Lender within the meaning of the *Income Tax Act (Canada)* on prior written notice to the undersigned.

15. All references to dollars and payments hereunder are to the lawful currency of Canada. Unless otherwise agreed by the Lender, any money to be paid pursuant to this Note shall be paid by certified cheque or bank draft, or by effecting a wire transfer of immediately available funds to an account designated in writing by the Lender.

16. Any notice required or permitted under this Note may be given to the undersigned in the manner specified under the Purchase Agreement.

17. The undersigned waives presentment for payment, protest and notice of protest, notice of non-payment and notice of dishonour of this Note and diligence in collection or bringing suit.

18. This Note will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

19. This Note is binding on the parties hereto and their respective successors and assigns.

20. If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. The Borrower shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

22. No amendment, modification or waiver of any provision of this Note shall be valid or effective unless made by instrument in writing signed by the Lender and the Borrower. No waiver by the Lender will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Note will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(the remainder of this page is intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the undersigned has executed this secured promissory note as of the date set forth above.

HONEY BADGER SILVER INC.

Per:________________________________
Name:
Title:

I have authority to bind the corporation