

Form 51-102F3
Material Change Report

Section 7.1 of National Instrument 51-102
Continuous Disclosure Obligations

Item 1 Name and Address of Company

Mako Mining Corp.
700 – 838 West Hastings Street
Vancouver, British Columbia
V6C 0A6

Item 2 Dates of Material Change

March 1, 2023

Item 3 News Release

A news release relating to the material change was disseminated by via Accesswire on March 1, 2023. The news release has also been filed on the System for Electronic Document Analysis and Retrieval (“SEDAR”) and is available at www.sedar.com.

Item 4 Summary of Material Change

Mako Mining Corp. (“Mako” or the “Company”) announced that it has signed a binding letter of intent (“LOI”) with Sailfish Royalty Corp. (“Sailfish”) to provide a 24- month silver stream (the “Initial Silver Stream”) to Sailfish for cash consideration of US\$6,000,000 payable by Sailfish to Mako on the closing of the Initial Silver Stream transaction and an option (the “Option”) to Sailfish, exercisable at the discretion of Sailfish on or after 12 months following the closing of the Initial Silver Stream upon payment of additional cash consideration of US\$1,000,000, to purchase subsequent silver produced from the San Albino mine, or from concessions currently owned by Mako and processed through Mako’s San Albino processing facility, until silver production is no longer economically viable as mutually agreed between Mako and Sailfish (the “Transaction”). The parties have agreed to a exclusivity period in connection with the silver stream for a period of 120 days from the effective date of the LOI.

Item 5 Full Description of Material Change

Mako announced that it has signed a binding LOI with Sailfish to provide a 24- month Initial Silver Stream to Sailfish for cash consideration of US\$6,000,000 payable by Sailfish to Mako on the closing of the Initial Silver Stream transaction and an Option to Sailfish, exercisable at the discretion of Sailfish on or after 12 months following the closing of the Initial Silver Stream upon payment of additional cash consideration of US\$1,000,000, to purchase subsequent silver produced from the San Albino mine, or from concessions currently owned by Mako and processed through Mako’s San Albino processing facility, until silver production is no longer economically viable as mutually agreed between Mako and Sailfish. The parties have agreed to a exclusivity period in connection with the Initial Silver Stream for a period of 120 days from the effective date of the LOI.

The material terms of the Transaction are as follows:

- Mako has agreed to deliver to Sailfish 13,500 ounces of silver from its concessions, or alternatively gold equivalent ounces or silver credits, at the end of each month beginning on the last day of the first full month immediately following the closing date of the Transaction.

- The parties have agreed to use good faith efforts to enter into a definitive agreement in connection with the Transaction within 120 days from the effective date of the LOI.
- If the LOI is terminated within 120 days from its effective date as a result of a breach by either Sailfish or Mako of a representation, warranty or covenant made by it in the LOI, the non-breaching party shall be entitled to receive a break fee of US\$150,000 from the breaching party.
- The obligations of Mako under the definitive silver stream agreement to be entered into between the parties shall be secured by a mortgage in favour of Sailfish against Mako's San Albino property.
- Closing of the Transaction is subject to the fulfillment of certain conditions including, but not limited to:
 - Satisfactory completion of all due diligence by Sailfish, in its sole discretion, including but not limited to satisfactory review by Sailfish of political risks related to the Transaction, satisfactory review of technical aspects of Mako's San Albino property by Sailfish's third-party technical consultant.
 - Sailfish having received a fairness opinion from its financial advisor, in form and substance satisfactory to Sailfish, that the Transaction is fair and reasonable from a financial perspective to the shareholders of Sailfish.
 - The independent directors of Mako having received a fairness opinion from its financial advisor, if the independent directors determine necessary, in form and substance satisfactory to the independent directors.
 - Receipt of all required regulatory and corporate approvals by each of Mako and Sailfish, as applicable, including but not limited to the approval of the TSX Venture Exchange.
 - Entering into a definitive stream purchase agreement and any related documentation in connection with the Transaction, in form and substance satisfactory to Mako and Sailfish, within 120 days of the effective date of the LOI.
 - The completion by Sailfish of a minimum US\$4,000,000 financing to fund the Initial Stream purchase price.

Mako intends to use the US\$6 million cash from the sale of silver (including silver credits or gold equivalent) under the Initial Silver Stream to repay outstanding principal owing under the Company's loan from lenders controlled by Wexford Capital LP ("Wexford"), which is expected to provide Mako with a much more flexible balance sheet.

As Mako and Sailfish have a common control person, being Wexford, and a common director, being Akiba Leisman, the proposed Transaction will be a "related party transaction" under Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions ("MI 61-101"). The Company intends to rely on the exemptions from the formal valuation and minority shareholder approval requirements of MI 61-101 contained in sections 5.5(a) and 5.7(1)(a) of MI 61-101 as neither the fair market value of the subject matter of, nor the fair market value of the consideration for, the proposed Transaction, insofar as it involves the related parties, is expected to exceed 25% of the Company's market capitalization, as determined under

MI 61-101. Mako and Sailfish are also non-arm's length parties (as defined in TSX Venture Exchange Policy 1.1) given that they share a common director and control person. As a result of the Transaction being a related party transaction, only the independent directors of Mako deliberated and approved the LOI in connection with the Transaction, with the related parties abstaining from such deliberations and approvals.

Item 6 Reliance on subsection 7.1(2) of National Instrument 51-102

Not applicable.

Item 7 Omitted Information

Not Applicable.

Item 8 Executive Officer

Akiba Leisman, CEO
203-862-7059

Item 9 Date of Report

March 8, 2023.

Forward-Looking Information: Some of the statements contained herein may be considered "forward-looking information" within the meaning of applicable securities laws. Forward-looking information can be identified by words such as, without limitation, "estimate", "project", "believe", "anticipate", "intend", "expect", "plan", "predict", "may" or "should" or variations thereon or comparable terminology. The forward-looking information contained herein reflects the Company's current beliefs and expectations, based on management's reasonable assumptions, and includes, without limitation, the expectation that definitive documentation will be entered into on or before 120 days from the effective date of the LOI; that Mako will deliver 13,500 ounces of silver, gold equivalent or silver credits to Sailfish on the timelines agreed to following execution of definitive documentation; that Mako will pay a US\$150,000 break fee to Sailfish in the event it breaches the LOI; the obligations of Mako under the definitive silver stream agreement to be entered into will be secured by a mortgage in favour of Sailfish against Mako's San Albino property; that all conditions to the proposed Transaction will be met or waived; that Sailfish will complete its US\$4,000,000 financing in order to fund the purchase price of the Initial Silver Stream; that the proceeds from the Initial Silver Stream will be used to repay the total US\$6,000,000 owing to lenders controlled by Wexford, thereby providing Mako with a more flexible balance sheet; that Mako will be able to operate San Albino profitably and fund exploration of prospective targets on its district-scale land package. Such forward-looking information is subject to a variety of risks and uncertainties which could cause actual events or results to differ materially from those reflected in the forward-looking information, including, without limitation, any of the conditions to the proposed Transaction not being met on the timeline expected, or at all, the re-allocation of the proceeds from the Initial Silver Stream by the Company for prudent business reasons and other risks and uncertainties as disclosed in the Company's public disclosure filings on SEDAR at www.sedar.com. Such information contained herein represents management's best judgment as of the date hereof, based on information currently available. Mako does not undertake to update any forward-looking information, except in accordance with applicable securities laws.