SECOND AMENDING AGREEMENT DATED AS OF JULY 25, 2019

CAPSTONE MINING CORP.

as Borrower

- and -

CANADIAN IMPERIAL BANK OF COMMERCE

as Administrative Agent, Co-Lead Arranger and Joint Bookrunner

- and -

THE BANK OF NOVA SCOTIA

as Co-Lead Arranger, Joint Bookrunner and Syndication Agent

- and -

WELLS FARGO BANK N.A., CANADIAN BRANCH

as Documentation Agent

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, THE BANK OF NOVA SCOTIA, WELLS FARGO BANK N.A. CANADIAN BRANCH, CITIBANK, N.A., CANADIAN BRANCH, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, NATIONAL BANK OF CANADA, ING CAPITAL LLC and THE SEVERAL LENDERS FROM TIME TO TIME PARTY THERETO

as Lenders

SECOND AMENDING AGREEMENT

Dated as of July 25, 2019

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SECOND AMENDING AGREEMENT

THIS AGREEMENT dated as of the 25th day of July, 2019.

BETWEEN:

CAPSTONE MINING CORP., a corporation amalgamated under the laws of the Province of British Columbia

(herein called the "**Borrower**")

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank, in its capacity as administrative agent of the Lenders under the Credit Agreement

(herein called the "**Administrative Agent**")

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, THE BANK OF NOVA SCOTIA, WELLS FARGO BANK N.A. CANADIAN BRANCH, CITIBANK, N.A., CANADIAN BRANCH, BANK OF MONTREAL, EXPORT DEVELOPMENT CANADA, NATIONAL BANK OF CANADA, ING CAPITAL LLC and THE SEVERAL LENDERS FROM TIME TO TIME PARTY THERETO

(herein collectively called the "**Lenders**" and individually called a "**Lender**")

WHEREAS the Borrower, the Lenders, the Administrative Agent and the Syndication Agent entered into a third amended and restated credit agreement dated as of January 16, 2015, as amended by a first amending agreement dated as of April 19, 2017 pursuant to which the Lenders established a credit facility in favour of the Borrower (as amended, the "**Credit Agreement**");

AND WHEREAS the parties hereto wish to amend certain provisions of the Credit Agreement;

AND WHEREAS pursuant to the terms hereof, The Bank of Nova Scotia will retire as Administrative Agent under the Credit Agreement, and Canadian Imperial Bank of Commerce ("**CIBC**") will become the successor Administrative Agent under the Credit Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 Capitalized Terms

All capitalized terms which are used herein without being specifically defined herein shall have the meaning ascribed thereto in the Credit Agreement as amended hereby.

ARTICLE 2
AMENDMENTS

2.1 General Rule

Subject to the terms and conditions herein contained, the Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this agreement and to incorporate the provisions of this agreement into the Credit Agreement.

2.2 Recitals

The Recitals of the Credit Agreement are hereby amended as follows:

(a) the first paragraph thereof is amended by deleting the reference therein to "The Bank of Nova Scotia" and replacing it with "Canadian Imperial Bank of Commerce"; and

(b) the third paragraph thereof is amended by deleting the reference therein to "reducing".

2.3 Defined Terms

Section 1.1 of the Credit Agreement is hereby amended as follows:

(a) the definition of "**Administrative Agent**" is amended by deleting the reference therein to "The Bank of Nova Scotia" and replacing it with "Canadian Imperial Bank of Commerce";

(b) the definition of "**Agent Account**" is deleted in its entirety and replaced by the following:

> "**Agent Accounts**" means the Administrative Agent's payment accounts, the details of which are as set forth in Schedule L.

(c) the definition of "**Credit Limit**" is deleted in its entirety and replaced with the following:

> "**Credit Limit**" means $300,000,000 or the Canadian Dollar Equivalent thereof, as each such amount may be reduced pursuant to Section 2.4.

(d) the definition of "**Fee Letters** " is deleted in its entirety and replaced with the following:

"**Fee Letters**" means the two fee letters dated as of July 25, 2019 between the Borrower and Canadian Imperial Bank of Commerce.

(e) the definition of "**Issuing Lender**" is hereby amended by adding ", Canadian Imperial Bank of Commerce" immediately after "The Bank of Nova Scotia";

(f) the definition of "**Maturity Date**" is amended by deleting the phrase "April 19, 2021" and replacing it with "July 25, 2022";

(g) the definition of "**Metal Stream Contracts**" is hereby deleted in its entirety;

(h) the definition of "**Permitted Indebtedness**" is amended as follows:

(i) paragraph (b) thereof is deleted in its entirety and replaced with the following:

(b) Indebtedness of the Subject Entities under Capital Leases and Purchase Money Indebtedness in an aggregate amount not to exceed at any particular time $25,000,000;

(ii) paragraph (e) thereof is amended by deleting the reference therein to "Metal Stream Contracts" and replacing it with "Capstone Silver and Gold Contract";

(iii) paragraph (n) thereof is deleted in its entirety and replaced with the following:

(n) secured Indebtedness of the Subject Entities on a consolidated basis, not otherwise permitted under paragraphs (a) to (i), in an aggregate amount at any particular time of not more than $5,000,000;

(i) the definition of "**Pinto Prepayment Trigger Event**" is deleted in its entirety;

(j) the definition of "**Pinto Silver Contract**" is deleted in its entirety;

(k) the definition of "**Prepayment Trigger Events**" is deleted in its entirety and replaced with the following:

"**Prepayment Trigger Events**" means Insurance Prepayment Trigger Events and HYN Prepayment Trigger Events and "**Prepayment Trigger Event**" means either Prepayment Trigger Event.

(l) the definition of "**Restricted Forward Sale Transaction**" is amended by deleting the reference therein to "a Metal Stream Contract" and replacing it with "the Capstone Silver and Gold Contract".

(m) the definition of "**Schedule I Reference Lenders**" is amended by deleting the reference therein to "The Bank of Nova Scotia" and replacing it with "Canadian Imperial Bank of Commerce".

2.4 **Time and Place of Payments**. Section 3.6 of the Credit Agreement is hereby amended by adding “relevant” before “Agent Account”.

2.5 **Remittance of Payments**. Section 3.7 of the Credit Agreement is hereby amended by adding “relevant” before “Agent Account”.

2.6 **Mandatory Prepayments**. Section 9.3 of the Credit Agreement is hereby amended by deleting the reference therein to “(x) 100% of the Net Cash Proceeds with respect to such Prepayment Trigger Event (other than a Pinto Prepayment Trigger Event) and (y) 50% of the Net Cash Proceeds with respect to a Pinto Prepayment Trigger Event” and replacing it with “100% of the Net Cash Proceeds with respect to such Prepayment Trigger Event”.

2.7 **Life of Mine**. The following new paragraph (bb) is hereby added immediately after Section 11.1(aa):

(bb) **Life of Mine**. By no later than April 19, 2021, the Borrower shall (i) cause the Life of Mine for the Cozamin mine project to be extended by a period of no less than three years from the end of the current Life of Mine (as of July 25, 2019) and (ii) deliver to the Administrative Agent evidence of same, in form and substance satisfactory to the Administrative Agent.

2.8 **Disposition of Assets**. Section 11.2(c)(v) of the Credit Agreement is hereby amended by deleting the reference therein to “Metal Streams Contracts” and replaced with “the Capstone Silver and Gold Contract”.

2.9 **Events of Default**. Paragraph (c) of Section 13.1 of the Credit Agreement is hereby amended by deleting the reference therein to “Sections 11.1(o), (p) or (q) and replacing it with “Sections 11.1(o), (p), (q) or (bb)”.

2.10 **Waivers and Amendments**. Paragraph (b) of Section 14.14 of the Credit Agreement is hereby amended by adding the following new clause (vi1) immediately after Section 14.14(b)(vi):

(vi1) amend the requirement to extend the Life of Mine of the Cozamin mine project pursuant to Section 11.1(bb) of this agreement;

2.11 **Signature Pages**

The signature pages to the Credit Agreement are hereby amended as follows:

(a) The signature page for The Bank of Nova Scotia is amended by deleting the following signature block in its entirety:

The Bank of Nova Scotia Global Banking and Markets – Loan Syndications 650 Georgia Street, 18th Floor Vancouver, BC V6B 4N7 Attention: Managing Director Telefax: (416) 866-2009	**THE BANK OF NOVA SCOTIA, as Administrative Agent** By: ______________________ Name: Title: By: ______________________ Name: Title:

(b) The signature page for Canadian Imperial Bank is amended by adding the following signature blocks:

Canadian Imperial Bank of Commerce Capital Markets, Wealth Management Operations 595 Bay Street, CPS-5th Floor Toronto, Ontario M5G 2C2 Attention: Global Agent Administrative Services Telefax: (416) 956-3830 Email: Nermala.Hurry@cibc.ca	**CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent** By: ______________________ Name: Title: By: ______________________ Name: Title:
Canadian Imperial Bank of Commerce Capital Markets, Wealth Management Operations 595 Bay Street, CPS-5th Floor Toronto, Ontario M5G 2C2 Attention: Imad Ansari Telefax: (416) 956-3830 Email: Imad.Ansari@cibc.com	**CANADIAN IMPERIAL BANK OF COMMERCE, as Issuing Lender** By: ______________________ Name: Title:

2.12 Schedules A-J, L and M

Schedules A-J, L and M of the Credit Agreement are hereby deleted in their entirety and replaced with forms thereof attached hereto as Schedules A-J, L and M.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties.

To induce, among others, the Lenders and the Administrative Agent to enter into this agreement, the Borrower hereby represents and warrants to the Lenders and the Administrative Agent that the representations and warranties of the Borrower which are contained in Section 10.1 of the Credit Agreement, as hereby amended, are true and correct on the date hereof as if made on the date hereof.

ARTICLE 4
CONDITIONS PRECEDENT

4.1 Conditions Precedent.

This agreement shall not become effective until the following conditions have been satisfied (the "**Effective Date**"):

(a) this agreement shall be executed and delivered by the Borrower, the Administrative Agent and the Lenders and such confirmations of guarantee and security shall be executed and delivered by the Obligors, together with such resolutions, certificates and opinions, in each case as the Administrative Agent may require;

(b) no Default shall have occurred and be continuing or would arise upon this agreement becoming effective; and

(c) all fees due and payable by the Borrower to the Lenders and Administrative Agent in connection with this agreement have been paid.

ARTICLE 5
COVENANT

5.1 Post-Closing Undertaking

The Borrower hereby covenants and agrees with the Administrative Agent and the Lenders that, on or prior to the date that is one year from the Effective Date, the Borrower shall cause to be delivered to the Administrative Agent, in form and substance satisfactory to the Lenders, a plan providing for (x) the Borrower shall deliver a plan to meet or exceed the design criteria factor-of-safety consistent with the relevant Canadian Dam Safety Guidelines for the Cozamin tailings management facility and (y) sufficient tailings capacity at the Cozamin mine project covering its Life of Mine production.

ARTICLE 6
APPOINTMENT OF SUCCESSOR ADMINISTRATIVE AGENT

6.1 Appointment of CIBC as Successor Administrative Agent

Each of the Finance Parties and the Borrower hereby:

(a) acknowledge and consent to the resignation of The Bank of Nova Scotia in its capacity as Administrative Agent under the Credit Agreement, with such resignation to take effect as of the Effective Date; and

(b) acknowledge and consent and agree to the appointment of CIBC as the successor Administrative Agent under the Credit Agreement, with such appointment to take effect as of the Effective Date;

in each case subject to the terms and conditions of the Administrative Agent Transfer Agreement of even date between The Bank of Nova Scotia, CIBC and the Borrower.

ARTICLE 7
MISCELLANEOUS

7.1 Future References to the Credit Agreement

On and after the date of this agreement, each reference in the Credit Agreement to "this agreement", "hereunder", "hereof", or words of like import referring to the Credit Agreement, and each reference in any related document to the "Credit Agreement", "thereunder", "thereof", or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby. The Credit Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

7.2 Governing Law.

This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

7.3 Enurement

This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

7.4 Conflict

If any provision of this agreement is inconsistent or conflicts with any provision of the Credit Agreement, the relevant provision of this agreement shall prevail and be paramount.

7.5 Counterparts

This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

7.6 Exiting Lender

The parties hereto hereby acknowledge and agree Export Development Canada, in its capacity as a Lender under the Credit Agreement prior to this agreement, is signing this agreement solely in its capacity as an exiting Lender (for the purposes of this sentence only, as defined in the Credit Agreement prior to incorporating the amendments contemplated by Article 2 hereof). Each of the parties hereto acknowledges that Export Development Canada is not a Lender hereunder or under the Credit Agreement and each of the parties hereto agree that notwithstanding any term or condition contained in any Credit Document, Export Development Canada shall not be required to sign any further amendments, waivers, acceptances or consents to this Agreement or other Credit Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement on the date first written above.

CAPSTONE MINING CORP., as Borrower

By: *"Raman Randhawa"*
Name: Raman Randhawa
Title: CFO

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

By: *"Peter Rawlins"*
Name: Peter Rawlins
Title: Managing Director

By: *"Mark Saraiva"*
Name: Mark Saraiva
Title: Director

CANADIAN IMPERIAL BANK OF COMMERCE, as Lender

By: *"Peter Rawlins"*
Name: Peter Rawlins
Title: Managing Director

By: *"Mark Saraiva"*
Name: Mark Saraiva
Title: Director

CANADIAN IMPERIAL BANK OF COMMERCE, as Issuing Lender

By: *"Peter Rawlins"*
Name: Peter Rawlins
Title: Managing Director

By: *"Mark Saraiva"*
Name: Mark Saraiva
Title: Director

THE BANK OF NOVA SCOTIA, as Lender

By: *"Kurt R. Foellmer"*
Name: Kurt R. Foellmer
Title: Director

By: *"Stephen MacNeil"*
Name: Stephen MacNeil
Title: Director

THE BANK OF NOVA SCOTIA, as Issuing Lender

By: *"Kurt R. Foellmer"*
Name: Kurt R. Foellmer
Title: Director

By: *"Stephen MacNeil"*
Name: Stephen MacNeil
Title: Director

WELLS FARGO BANK N.A. CANADIAN BRANCH, as Lender

By: *"Andre-Gilles Charbonneau"*
Name: Andre-Gilles Charbonneau
Title: Vice President
Wells Fargo Commercial Banking

By: ______________________________
Name:
Title:

CITIBANK, N.A., CANADIAN BRANCH, as Lender

By: *"Brian Delaney"*
Name: Brian Delaney
Title: Authorized Signatory

By: ______________________
Name:
Title:

BANK OF MONTREAL, as Lender

By: *“Ben Rough”*
Name: Ben Rough
Title: Director

EXPORT DEVELOPMENT CANADA, as Exiting Lender

By: *"Gabriela Gomez"*
Name: Gabriela Gomez
Title: Sr. Financing Manager

By: *"Michael Ross"*
Name: Michael Ross
Title: Financing Manager

NATIONAL BANK OF CANADA, as Lender

By: *"Allan Fordyce"*
Name: Allan Fordyce
Title: Managing Director

By: *"David Torrey"*
Name: David Torrey
Title: Managing Director

ING CAPITAL LLC, as Lender

By: *"Remco Meeuwis"*
Name: Remco Meeuwis
Title: Director

By: *"Tanja van der Woude"*
Name: Tanja van der Woude
Title: Director

SCHEDULE A
LENDERS AND INDIVIDUAL COMMITMENTS

Lenders	**Individual Commitment**
Canadian Imperial Bank of Commerce	Credit Facility: $**[amount redacted]**
The Bank of Nova Scotia	Credit Facility: $**[amount redacted]**
Wells Fargo Bank N.A. Canadian Branch	Credit Facility: $**[amount redacted]**
Citibank, N.A., Canadian Branch	Credit Facility: $**[amount redacted]**
Bank of Montreal	Credit Facility: $**[amount redacted]**
National Bank of Canada	Credit Facility: $**[amount redacted]**
ING Capital LLC	Credit Facility: $**[amount redacted]**

SCHEDULE B
COMPLIANCE CERTIFICATE

TO: Canadian Imperial Bank of Commerce, as Administrative Agent
Capital Markets, Wealth Management Operations
595 Bay Street, CPS-5th Floor
Toronto, Ontario M5G 2C2

Attention: Global Agent Administrative Services
Facsimile: (416) 956-3830
Email: Neermala.Hurry@cibc.ca

\- and -

Attention: Large Corporate (Canadian) Credit Monitoring
Facsimile: (416) 980-5855
Email: Imad.Ansari@cibc.ca

I, ____________________, the **[senior financial officer]** of Capstone Mining Corp. (the "**Borrower**"), hereby certify in such capacity and not in my personal capacity that:

1. I am the duly appointed **[senior financial officer]** of Capstone Mining Corp., the Borrower named in the third amended and restated credit agreement dated as of January 16, 2015, as amended (the "**Credit Agreement**") between the Borrower, as borrower, the Lenders named therein and Canadian Imperial Bank of Commerce, as administrative agent of the Lenders and as such I am providing this Certificate for and on behalf of Capstone Mining Corp. pursuant to the Credit Agreement.

2. I am familiar with and have examined the provisions of the Credit Agreement including, without limitation, those of Article 10, Article 11 and Article 13 therein.

3. To the best of my knowledge, information and belief and after due inquiry, no Default has occurred and is continuing.

   As at or for the relevant period ending ______________________, the amounts and financial ratios as contained in Sections 11.1(o), (p) and (q) of the Credit Agreement are as follows and detailed calculations thereof are attached hereto:

		Actual Amount	**Required Amount**
(a)	Interest Coverage Ratio	$______	≤ 2:5 to 1
(b)	Senior Secured Leverage Ratio	$______	(See Section 11.1(p))
(c)	Total Leverage Ratio	$______	(See Section 11.1(q))

   The attached calculation worksheet as at the relevant period ending ________ accurately sets out the information therein contained.

4. As at the last day of the Fiscal Quarter ending <@>, <@>, the Subsidiaries (other than the Excluded Entities) of the Borrower are as follows:

[To be added]

5. Unless the context otherwise requires, capitalized terms in the Credit Agreement which appear herein without definitions shall have the meanings ascribed thereto in the Credit Agreement.

DATED this ________ day of ______________, 20____.

____

(Signature)

____

(Name - please print)

____

(Title of Senior Financial Officer)

CALCULATION WORKSHEET

Interest Coverage Ratio

Indebtedness

Description	Amount
Rolling EBITDA	$____________________ (A)
Rolling Interest Expenses	$____________________ (B)
Interest Coverage Ratio	
Interest Coverage Ratio (Max. Permitted):	3:1

Compliance [Yes]/[No]

Senior Secured Leverage Ratio

Senior Secured Indebtedness: $____________________ (A)

Rolling EBITDA: $ ___________________ (B)

Senior Secured Leverage Ratio (Actual): ________________________ (A:B)

Senior Secured Leverage Ratio (Max. Permitted): (See Section 11.1(p))

Compliance [Yes]/[No]

Total Leverage Ratio

Total Indebtedness: $____________________ (A)

Rolling EBITDA: $ ___________________ (B)

Total Leverage Ratio (Actual): ________________________ (A:B)

Total Leverage Ratio (Max. Permitted): (See Section 11.1(q))

Compliance [Yes]/[No]

SCHEDULE C
FORM OF ASSIGNMENT

Dated __________, 20___

Reference is made to the third amended and restated credit agreement dated as of January 16, 2015, as amended (the "**Credit Agreement**"), between Capstone Mining Corp., as borrower, the Lenders named therein and Canadian Imperial Bank of Commerce, as administrative agent of the Lenders (in that capacity, the "**Administrative Agent**"). Terms defined in the Credit Agreement are used herein as therein defined.

_________________ (the "**Assignor**") and _________________ (the "**Assignee**") agree as follows:

(a) The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, a ______% interest in and to all of the Assignor's rights and obligations under the Credit Agreement as it relates to the Credit Facility as of the Effective Date (as defined below) (including, without limitation, such percentage interest in the Assignor's Individual Commitment as in effect on the Effective Date, the credit extended by the Assignor under the Credit Facility and outstanding on the Effective Date and the corresponding rights and obligations of the Assignor under all of the Credit Documents).

(b) The Assignor (i) represents and warrants that as of the date hereof its Individual Commitment with respect to the Credit Facility is $___________ (without giving effect to assignments thereof which have not yet become effective, including, but not limited to, the assignment contemplated hereby), and the aggregate outstanding amount of credit extended by it under the Credit Facility is $___________ (without giving effect to assignments thereof which have not yet become effective, including, but not limited to, the assignment contemplated hereby); (ii) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (iii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any other instrument or document furnished pursuant thereto; (iv) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any of the Subject Entities or the performance or observance by the Obligors of any of their obligations under the Credit Documents or any other instrument or document furnished pursuant thereto; and (v) gives notice to the Administrative Agent and the Borrower of the assignment to the Assignee hereunder.

(c) The effective date of this Assignment (the "**Effective Date**") shall be the later of ___________ and the date on which a copy of a fully executed copy of this Assignment has been delivered to the Borrower and the Administrative Agent in accordance with Section 16.5(c) of the Credit Agreement.

(d) The Assignee hereby agrees to the specific Individual Commitment of $___________ with respect to the Credit Facility and to the address and telefacsimile number set out after its name on the signature page hereof for the purpose of notices as provided in Section 16.1 of the Credit Agreement.

(e) As of the Effective Date (i) the Assignee shall, in addition to any rights and obligations under the Credit Documents held by it immediately prior to the Effective Date, have the rights and obligations under the Credit Documents that have been assigned to it pursuant to this Assignment and (ii) the Assignor shall, to the extent provided in this Assignment, relinquish its rights and be released from its obligations under the Credit Documents.

(f) The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Documents for periods prior to the Effective Date directly between themselves.

This Assignment shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein.

[ASSIGNOR]

By: ______________________________
Title:

[ASSIGNEE]

By: ______________________________
Title:

Address
____
____
____

Attention: ______________________
Telefax: ______________________

Acknowledged and agreed to as of this _________ day of _____________, 20_____.

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent and as Issuing Lender

By: ______________________________________
Name:
Title:

THE BANK OF NOVA SCOTIA, as Issuing Lender

By: ______________________________________
Name:
Title:

Acknowledged and agreed to as of this _________ day of _____________, 20_____.

[1]CAPSTONE MINING CORP.

By: ____________________________________
Name:
Title:

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[1] If required. See Section 15.5(c).

SCHEDULE D
FORM OF DRAWDOWN NOTICE

TO: Canadian Imperial Bank of Commerce, as Administrative Agent
Capital Markets, Wealth Management Operations
595 Bay Street, CPS-5th Floor
Toronto, Ontario M5G 2C2

Attention: Global Agent Administrative Services
Facsimile: (416) 956-3830
Email: Neermala.Hurry@cibc.ca

RE: Third Amended and Restated Credit Agreement dated as of January 16, 2015, as amended, modified, supplemented or replaced from time to time (the "**Credit Agreement**") between Capstone Mining Corp., as borrower, the Lenders named therein and Canadian Imperial Bank of Commerce, as administrative agent of the Lenders

Pursuant to the terms of the Credit Agreement, the undersigned hereby irrevocably notifies you that it wishes to draw down under the Credit Facility on **[date of drawdown]** as follows:

Borrower Account: ____

Availment Option: ____

Currency: ____

Amount: $______________________________________

If LIBOR Loan, Interest Period: ____________________________

If Bankers' Acceptances, term: ____

If Letter, (a copy being attached hereto):[2]

Type of Letter (financial or performance): ______________________________

Date of Issuance: ____

Named Beneficiary: _______________________________________

Maturity Date: ____

Currency & Amount: ______________________________________

[2] Attach duly executed Reimbursement Agreement if Letter is being issued on behalf of a Subsidiary.

Other Terms: ____

[Financial Letter] [Non-Financial Letter]: ____________________

[You are hereby irrevocably authorized and directed to pay the proceeds of the drawdown to ________________ and this shall be your good and sufficient authority for so doing.]

No Default or Event of Default has occurred and is continuing nor will arise as a result of the extension of credit hereby requested and the undersigned hereby confirms the truth and accuracy of the representations and warranties set forth in Article 10 of the Credit Agreement.

All capitalized terms defined in the Credit Agreement and used herein shall have the meanings ascribed thereto in the Credit Agreement.

DATED the ______ day of _______________, 20___.

CAPSTONE MINING CORP.

By: _____________________________________
Name:
Title:

SCHEDULE E
FORM OF ROLLOVER NOTICE

TO: Canadian Imperial Bank of Commerce, as Administrative Agent
Capital Markets, Wealth Management Operations
595 Bay Street, CPS-5th Floor
Toronto, Ontario M5G 2C2

Attention: Global Agent Administrative Services
Facsimile: (416) 956-3830
Email: Neermala.Hurry@cibc.ca

RE: Third Amended and Restated Credit Agreement dated as of January 16, 2015, as amended, modified, supplemented or replaced from time to time (the "**Credit Agreement**") between Capstone Mining Corp., as borrower, the Lenders named therein and Canadian Imperial Bank of Commerce, as administrative agent of the Lenders

Pursuant to the terms of the Credit Agreement, the undersigned hereby irrevocably requests a rollover of outstanding credit under the Credit Facility on [**date of rollove**r] as follows:

LIBOR Loans

Maturity Date of Maturing LIBOR Loan	______________________
Principal Amount of Maturing LIBOR Loan	$______________________
Portion Thereof to be Replaced	$______________________
Interest Period of New LIBOR Loan	_______ months

Bankers' Acceptances

Maturity Date of Maturing Bankers' Acceptances	______________________
Aggregate Face Amount of Maturing Bankers' Acceptances	Cdn.$______________________
Portion thereof to be Replaced	Cdn.$______________________
Term of New Bankers' Acceptances	______________________

No Default or Event of Default has occurred and is continuing nor will arise as a result of the extension of credit hereby requested and the undersigned hereby confirms the truth and accuracy of the representations and warranties set forth in Article 10 of the Credit Agreement.

All capitalized terms defined in the Credit Agreement and used herein shall have the meaning ascribed thereto in the Credit Agreement.

DATED the _________ day of ________________, 20____.

CAPSTONE MINING CORP.

By: ____________________________________
Name:
Title:

SCHEDULE F
FORM OF CONVERSION NOTICE

TO: Canadian Imperial Bank of Commerce, as Administrative Agent
Capital Markets, Wealth Management Operations
595 Bay Street, CPS-5th Floor
Toronto, Ontario M5G 2C2

Attention: Global Agent Administrative Services
Facsimile: (416) 956-3830
Email: Neermala.Hurry@cibc.ca

RE: Third Amended and Restated Credit Agreement dated as of January 16, 2015, as amended, modified, supplemented or replaced from time to time (the "**Credit Agreement**") between Capstone Mining Corp., as borrower, the Lenders named therein and Canadian Imperial Bank of Commerce, as administrative agent of the Lenders

Pursuant to the terms of the Credit Agreement, the undersigned hereby irrevocably requests a conversion of outstanding credit under the Credit Facility on [**date of conversion**] as follows:

Converting From

Bankers' Acceptances

Maturity Date of Bankers' Acceptances to be converted:	____________
Aggregate Face Amount of said Bankers' Acceptances	
Portion Thereof to be Converted:	Cdn.$

Prime Rate Loans

Principal Amount of Prime Rate Loan to be converted:	Cdn.$
Portion Thereof to be Converted:	Cdn.$

Base Rate Canada Loans

Principal Amount of	$

Converting Into

Bankers' Acceptance

Aggregate Face Amount of New Bankers' Acceptances	Cdn.$
Term of New Bankers' Acceptance	______days

LIBOR Loans

Principal Amount of New LIBOR Loan	$
Interest Period of New LIBOR Loan	months

Prime Rate Loans

Principal Amount of New Prime Rate Loan:	Cdn.$

Base Rate Canada Loan

Principal Amount of New	$

Base Rate Canada Loan to be converted:		Base Rate Canada Loan:
Portion Thereof to be Converted:	$	
LIBOR Loans		
Maturity Date of LIBOR Loan to be Converted:	____________	
Principal Amount of said LIBOR Loan:	$	
Portion Thereof to be Converted:	$	

No Default or Event of Default has occurred and is continuing nor will arise as a result of the extension of credit hereby requested and the undersigned hereby confirms the truth and accuracy of the representations and warranties set forth in Article 10 of the Credit Agreement.

Reference is made to the powers of attorney of the Borrower set forth in Section 3.10 of the Credit Agreement.

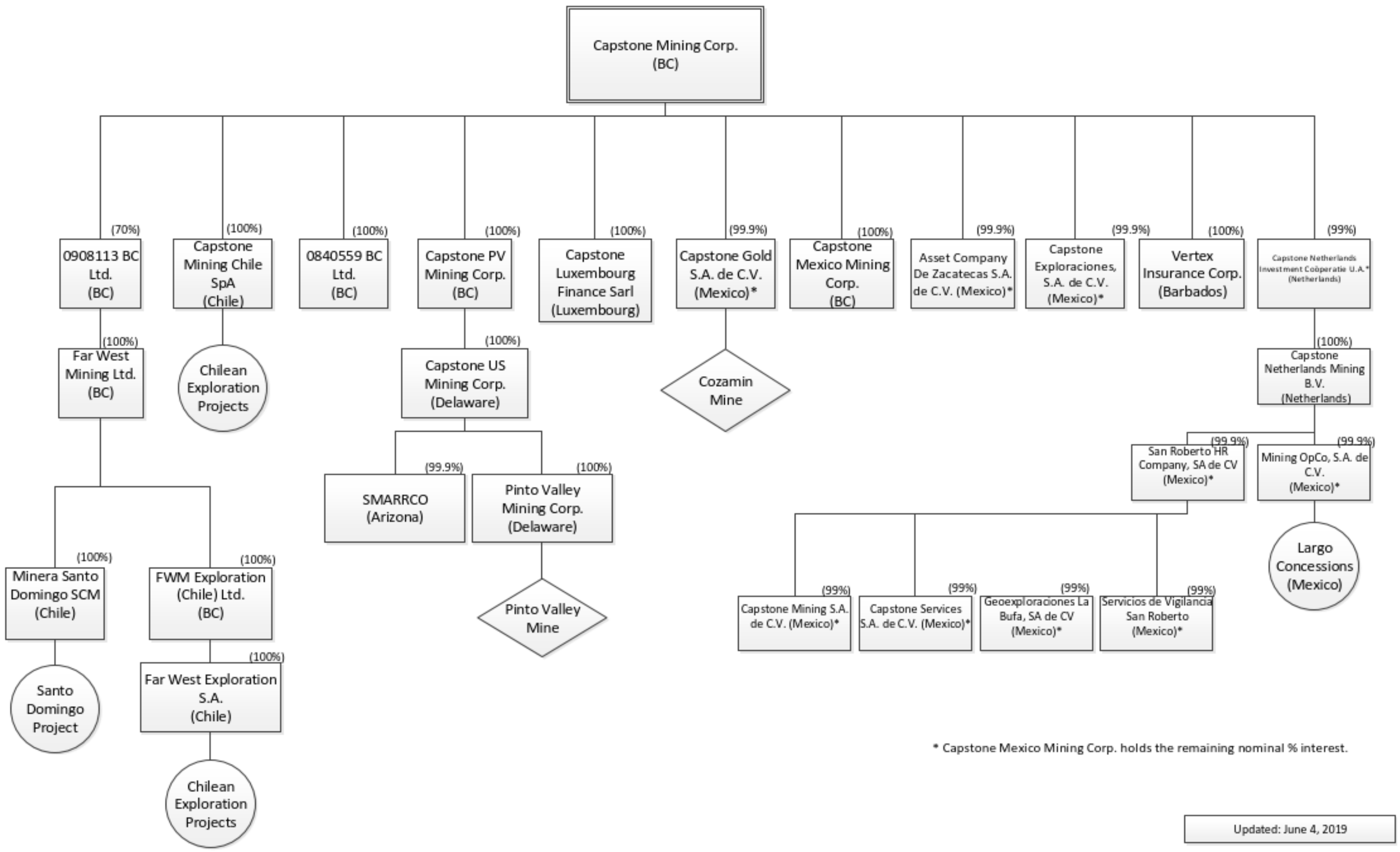
All capitalized terms defined in the Credit Agreement and used herein shall have the meaning ascribed thereto in the Credit Agreement.

DATED the ________ day of ______________, 20____.

CAPSTONE MINING CORP.

By: ____________________________________
Name:
Title:

SCHEDULE G
CORPORATE STRUCTURE



SCHEDULE H
QUALIFIED AFFILIATE INSTRUMENT OF ADHESION

TO: Canadian Imperial Bank of Commerce, as Administrative Agent
Capital Markets, Wealth Management Operations
595 Bay Street, CPS-5th Floor
Toronto, Ontario M5G 2C2

Attention: Global Agent Administrative Services
Facsimile: (416) 956-3830
Email: Neermala.Hurry@cibc.ca

- and -

Attention: Large Corporate (Canadian) Credit Monitoring
Facsimile: (416) 980-5855
Email: Imad.Ansari@cibc.ca

AND TO: **THE OTHER PARTIES TO THE CREDIT AGREEMENT REFERRED TO BELOW**

Reference is made to the third amended and restated credit agreement dated as of January 16, 2015 (as amended, modified or supplemented to the date hereof, the "**Credit Agreement**"), between Capstone Mining Corp., as borrower, the Lenders named therein and Canadian Imperial Bank of Commerce, as administrative agent of the Lenders (in that capacity, the "**Administrative Agent**"). Terms defined in the Credit Agreement are used herein as therein defined.

WHEREAS the Credit Agreement provides that an Affiliate of a Lender may become a Qualified Affiliate under the Credit Agreement if it executes this instrument and delivers it to the Administrative Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the undersigned hereby represents, warrants and covenants as follows:

1. By executing this instrument, the undersigned hereby covenants and agrees to be bound by the terms and conditions of the Credit Agreement as a Qualified Affiliate, including all amendments, supplements and additions thereto, deletions therefrom and restatements thereof, solely as relates to the terms and conditions set forth in Article 14 of the Credit Agreement.

2. The undersigned hereby acknowledges that it has been provided with a copy of the Credit Agreement.

DATED this ______ day of ____________, ______.

[INSERT NAME OF QUALIFIED AFFILIATE]

By: ___________________________________
Name:
Title:

SCHEDULE I
REIMBURSEMENT INSTRUMENT

TO: Canadian Imperial Bank of Commerce, as Administrative Agent
Capital Markets, Wealth Management Operations
595 Bay Street, CPS-5th Floor
Toronto, Ontario M5G 2C2

Attention: Large Corporate (Canadian) Credit Monitoring
Facsimile: (416) 980-5855
Email: Imad.Ansari@cibc.ca

RE: Third Amended and Restated Credit Agreement dated as of January 16, 2015 (as amended to the date hereof, the "**Credit Agreement**") between Capstone Mining Corp., as borrower, the Lenders named therein and Canadian Imperial Bank of Commerce, as administrative agent of the Lenders

For good and valuable consideration, the undersigned hereby agrees to immediately reimburse each Issuing Lender (as defined in the Credit Agreement) the amount of each and any demand or other request for payment presented to and paid by the relevant Issuing Lender in accordance with each Letter (as defined in the Credit Agreement) issued by such Issuing Lender on behalf of the undersigned (even if, under laws applicable to the rights of the beneficiary of such Letter, a demand or other request for payment is validly presented after expiry of such Letter).

DATED as of the _______ day of ________________, ______.

[NAME OF SUBSIDIARY]

By: ____________________________________

By: ____________________________________

SCHEDULE K
APPLICABLE RATE

	Total Leverage Ratio	**LIBOR, BA Stamping Fee or Financial LC Fee margin per annum**	**Prime Rate Loan or Base Rate Loan interest rate margin per annum**	**Standby Fee on Available Credit per annum**	**Non-Financial Letter fee rate per annum**
Level I	**[Redacted]**	**[Redacted]**	**[Redacted]**	**[Redacted]**	**[Redacted]**
Level II	**[Redacted]**	**[Redacted]**	**[Redacted]**	**[Redacted]**	**[Redacted]**
Level III	**[Redacted]**	**[Redacted]**	**[Redacted]**	**[Redacted]**	**[Redacted]**
Level IV	**[Redacted]**	**[Redacted]**	**[Redacted]**	**[Redacted]**	**[Redacted]**

SCHEDULE L
AGENT ACCOUNT

Bank:	Canadian Imperial Bank of Commerce Capital Markets, Wealth Management Operations 595 Bay Street, CPS-5th Floor Toronto, Ontario M5G 2C2 Attention: Global Agent Administrative Services Facsimile: (416) 956-3830 Email: Neermala.Hurry@cibc.ca
Credit to (CAD):	Ben Banking Routing Code: //CC001000002 Ben Bank & Address: CIBC, Main Br, CC, 199 Bay St, Toronto, O N, Canada M5L 1G9 Beneficiary Account #: /0921416 Beneficiary Account Name: CIBC Asset Trading CAD Suspense Beneficiary Address: 595 Bay St., CPS-5th, Floor, Toronto ON MSG 2C2 Payment Details: Capstone Mining Corp Payment Details: CIBC as Agent Tel: 416-956-3853/3852 Details of Charges: Our = paid by (Lender/Participant)
Credit to (USD):	Intermediary/Correspondent: Wells Fargo Bank , N.A. 375 Park Avenue New York, NY 4080 Swift & Routing Code: PN BPUS3NNYC ABA: 026005092 CHI PS: 0509 CIBC's CHIPs UID: 015035 Ben Bank Routing Code: //CC001000002 Ben Bank & Address: CIBC, Main Br, CC, 199 Bay St, Toronto, ON, Canada M5L 1G9 Beneficiary Account: /0213616 Beneficiary Account Name: CIBC Asset Trading USD Suspense Beneficiary Address: 595 Bay St., CPS-5th, Floor, Toronto ON MSG 2C2 Payment Details: Capstone Mining Corp. Payment Details: CIBC as Agent Tel: 416-956-3853/3852 Details of Charges: Charges Our = paid by (Lender/Participant)

SCHEDULE M
REPLACEMENT LENDER AGREEMENT

Reference is made to the third amended and restated credit agreement dated as of January 16, 2015 (as such agreement may be amended, supplemented, amended and restated, novated or otherwise modified and in effect from time to time, the "**Credit Agreement**"), between Capstone Mining Corp., as borrower, the Lenders named therein and Canadian Imperial Bank of Commerce, as administrative agent of the Lenders (in that capacity, the "**Administrative Agent**"). Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned in the Credit Agreement.

RECITALS:

Pursuant to Section 8.3(c) of the Credit Agreement, the Borrower wishes to designate the Replacement Lender defined below as a Lender under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower, the Lenders, the Administrative Agent and <@> (the "**Replacement Lender**"), hereby agree as follows:

1. The Credit Agreement shall, henceforth from the date of the execution and delivery of this Replacement Lender Agreement but subject always to Section 8.3(e) and (f) of the Credit Agreement, be read and construed as if the Replacement Lender were party to the Credit Agreement having all the rights and obligations of a Lender under the Credit Agreement having the Individual Commitment set out in paragraph 2 below. Accordingly all references in any Credit Documents to (a) any "Lender" shall be treated as including a reference to the Replacement Lender and (b) the Credit Agreement shall be treated as a reference to the Credit Agreement as supplemented by this Replacement Lender Agreement to the intent that this Replacement Lender Agreement and the Credit Agreement shall be read and construed together as one single agreement.

2. The Individual Commitment with respect to the Credit Facility of the Replacement Lender shall be $<@> and Schedule A of the Credit Agreement shall be deemed to be amended accordingly.

3. The Replacement Lender represents and warrants to each of the other parties to the Credit Agreement that it has been provided with a copy of the Credit Agreement.

4. The Replacement Lender irrevocably authorizes and directs the Administrative Agent, as its attorney and agent, with full power of substitution and delegation, to complete, execute and deliver on behalf of the Replacement Lender each Credit Document to be executed by it or on its behalf and each agreement, document and instrument to be executed by it or on its behalf pursuant to each Credit Document, and to take such action on its behalf as may be authorized or directed pursuant to any such Credit Document.

5. This Replacement Lender Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and

delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Transmission of an executed signature page of this Replacement Lender Agreement by facsimile transmission or by e-mail in pdf format shall be effected as delivery if a manually executed counterpart hereof.

6. This Replacement Lender Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties hereto have caused this Replacement Lender Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the _____________day of __________________________, ______.

CAPSTONE MINING CORP., as Borrower

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

<@>, as Replacement Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title: