

SECURITIES PURCHASE AGREEMENT

dated as of

November 21, 2025

between

AXO COPPER CORP.

and

OSISKO DEVELOPMENT CORP.

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SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this “**Agreement**”) dated as of November 21, 2025 (the “**Execution Date**”) between Axo Copper Corp. (the “**Purchaser**”), a corporation existing under the laws of Canada and Osisko Development Corp. (the “**Seller**”), a corporation existing under the laws of Canada.

W I T N E S S E T H :

WHEREAS:

- A. the Seller is the legal and beneficial owner, directly and indirectly, of all of the issued and outstanding equity interests (*partes sociales*) of Sapuchi Minera, S. de R.L. de C.V. (the “**Company**”), a limited liability company (*sociedad de responsabilidad limitada*) existing under the laws of Mexico (collectively with any additional variable capital of the Company issued to the Seller as result of the Debt Capitalization (as defined below), the “**Purchased Securities**”);
- B. the Company is the registered holder of the mining concessions and other assets relating to the mining project known as the San Antonio Property (as defined below);
- C. the Seller has made certain intercompany loans to the Company (collectively, the “**Intercompany Loans**”) and, prior to the Closing, shall cause the Debt Capitalization, such that, immediately prior to the Closing, the Intercompany Loans shall have been irrevocably extinguished and duly reflected as equity of the Company; and
- D. the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, the Purchased Securities upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

As used in this Agreement, the following terms have the following meanings:

“**Affiliate**” has the meaning ascribed to such term in TSX Venture Exchange Policy 1.1 – *Interpretation*.

“**Agreement**” has the meaning ascribed to such term in the Preamble.

“**Amended Stream Agreement**” means the amended and restated stream agreement to be entered into at or prior to Closing between OR International and the Company, substantially in the form attached hereto as Exhibit C.

“**Applicable Law**” means, with respect to any Person, any transnational, domestic or foreign federal, provincial, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, binding interpretation and other legally enforceable obligation issued or imposed by any Governmental Authority, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person.

“Axo Financial Statements” means the audited annual consolidated financial statements of the Purchaser for the fiscal year ended June 30, 2025.

“Axo Loan” has the meaning set out in Section 5.12.

“Axo Shares” means the common shares of the Purchaser.

“Books and Records” means: (a) all of the Company’s books of account, accounting records and other financial data and information; (b) the corporate records of the Company; (c) all scientific or technical information of, or relating to, the Company or the San Antonio Property; and (d) all other books, documents, files, records, correspondence, data and information, financial or otherwise pertaining to the Company, that are in the possession or under the control of the Seller, including all data and information stored electronically or on computer related media.

“Business Day” means a day, other than Saturday, Sunday or any day on which major banks in Toronto, Ontario or Montreal, Quebec are closed for business.

“Change of Control” means:

- (a) the direct or indirect sale, transfer, conveyance or other disposition (including by way of amalgamation, merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Purchaser, taken as a whole, to any Person;
- (b) any Person or group becomes the owner, directly or indirectly, of 50% or more of the voting power or the voting securities of the Purchaser;
- (c) any Person amalgamates or consolidates with, or merges with or into (via plan of arrangement or otherwise), the Purchaser, or the Purchaser amalgamates or consolidates with, or merges with or into, such Person, in any such event pursuant to a transaction in which any of the outstanding voting securities of the Purchaser or such other Person are converted into or exchanged for cash, securities or other property in which the Purchaser is not the continuing or surviving corporation; or
- (d) any other change in the control of the Purchaser.

“Closing” means the completion of the purchase and sale of the Purchased Securities in accordance with the provisions of this Agreement.

“Closing Date” means the date that is three Business Days after the last of the conditions to Closing set forth in Article 6 have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date) or on such other date as the Seller and the Purchaser may mutually agree upon in writing.

“Company” has the meaning ascribed to such term in the Recitals.

“Company Pledge” means the pledge of the equity interests in the Company in favour of OR International pursuant to the OR International Agreement.

“Consideration Shares” has the meaning ascribed to such term in Section 2.2(a).

“**Contract**” means any legally binding agreement, commitment, engagement, contract, franchise, license, lease, sublease, occupancy agreement, obligation, indenture, mortgage, arrangement or undertaking, obligation or undertaking (written or oral), together with any amendments and modifications thereto, to which the Company is a party or by which it is bound or to which any of its properties or assets is subject.

“**Debt Capitalization**” means the conversion of the full amount of the Intercompany Loans (including all accrued and unpaid interest thereon) into fully paid and non-assessable equity interests of the Company registered in the name of the Seller, effected in accordance with Applicable Law.

“**Deferred Payments**” has the meaning ascribed to such term in Section 2.2.

“**Ejido**” means the communal property regime under which the Ejido members individually possess specific parcels and as a group hold common land; which are incorporated through an executive action of the Mexican Federal Government and registered with the Mexico’s National Agrarian Registry (*Registro Agrario Nacional*).

“**Ejido Group**” means the Ejido members.

“**Ejido Property**” means each parcel of the real estate comprising the San Antonio Property that is subject to *propiedad ejidal* or *propiedad comunal*.

“**Employees**” means all individuals employed by the Company.

“**Encumbrance**” means (i) any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), privilege, easement, land covenant, restrictions affecting title to land, servitude, pre-emptive right or right of first refusal, conversion or redemption rights, put or call rights, ownership or title retention agreement, restrictive covenant or conditional sale agreement or option, imperfections of title or encroachments relating to real property, (ii) any other encumbrance of any nature, or (iii) any arrangement or condition which, in substance, secures payment or performance of an obligation.

“**Exchange Approval**” means the approval of the Stock Exchange for the transactions contemplated by this Agreement.

“**Execution Date**” has the meaning ascribed to such term in the Preamble.

“**First Deferred Payment**” has the meaning ascribed to such term in Section 2.2(d).

“**First Milestone Date**” means the date on which the Purchaser or its Affiliate publicly files a feasibility study on the San Antonio Property prepared in accordance with NI 43-101.

“**First Milestone Date Closing Price**” has the meaning ascribed to such term in Section 2.4.

“**Floor Price**” means \$0.2128 (being the U.S. equivalent of C\$0.30 based on the Bank of Canada daily exchange rate on November 21, 2025).

“**Governmental Authority**” means any transnational, domestic or foreign federal, provincial, state or local governmental, regulatory or administrative, executive, judicial, legislative or taxing authority, department, court, agency or official, including any political subdivision thereof.

“Intercompany Loans” has the meaning ascribed to such term in the Recitals.

“Issue Price” has the meaning ascribed to such term in Section 2.2(b).

“Lock-Up Agreement” means the lock-up agreement to be entered into by the Seller on the Closing Date, substantially in the form attached hereto as Exhibit B.

“Milestone Date” means, as applicable, the First Milestone Date or the Second Milestone Date.

“Mineral Rights” means all concessions, claims (patented or unpatented), leases, licenses, permits, access rights, surface rights, mineral rights and other rights and interests necessary to explore for, develop, mine, produce, process or refine, minerals, concentrates or ores for development purposes on the San Antonio Property.

“NI 43-101” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

“Operations” means all activities of whatever kind or nature conducted in connection with mineral exploration, development and operation in respect of the San Antonio Property.

“OR International” means OR Royalties International Ltd. (formerly Osisko Bermuda Limited), a company incorporated under the laws of Bermuda.

“OR International Agreement” means the Gold and Silver Purchase Agreement between OR International and the Company in respect of the OR International Stream dated November 2020, as amended by an amending agreement dated January 31, 2021.

“OR International Stream” means the 15% stream held by OR International on the gold and silver on the San Antonio Property.

“Order” means any order, writ, judgment, injunction, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any Governmental Authority.

“Organizational Documents” means, with respect to any Person, each of the articles of incorporation, certificate of incorporation, charter, by-laws, articles of formation, memorandum of association, articles of association, certificate of formation, operating agreement or other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation, or organization of such Person, including any amendments thereto.

“Outside Date” means March 31, 2026 or such later date as may be agreed to in writing by the parties.

“Permits” means all permits, licenses, leases, registrations, qualifications, certifications and other approvals required from a Governmental Authority.

“Person” means an individual, company, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

“Public Disclosure Documents” means all forms, reports, schedules, statements and other documents filed with all applicable securities authorities since January 1, 2025 and accessible to the public.

“Purchase Price” has the meaning ascribed to such term in Section 2.2.

“**Purchased Securities**” has the meaning ascribed to such term in the Recitals.

“**Purchaser**” has the meaning ascribed to such term in the Preamble, and any Person designated in writing by it to acquire or hold any of the Purchased Securities or any portion thereof in its place or on its behalf, as permitted under Applicable Law.

“**Qualifying Financing**” means a financing of the Purchaser that involves the issuance of Axo Shares that is completed following the Closing that, together with any other financings involving the issuance of Axo Shares that were completed since the Closing, raises gross proceeds of at least \$10,000,000.

“**Related Person**” means any officer, director, employee, trustee or shareholder, or any Person with whom the Company is not dealing at arm’s length (within the meaning of the *Income Tax Act* (Canada)) or any Affiliate or spouse of any of the foregoing.

“**San Antonio Property**” means the property generally known as the “San Antonio Project” located in Sonora, Mexico, west of the Yaqui River and situated largely within the San Javier Mountain Range (Sierra de San Javier) which is part of the Western Sierra Madre.

“**Sapuchi Holdings**” means the Seller’s wholly-owned subsidiary, Sapuchi Minera Holdings Two B.V., a company existing under the laws of the Netherlands.

“**SAT**” means *Servicio de Administración Tributaria*, the Mexican Tax Administration Service.

“**Second Deferred Payment**” has the meaning ascribed to such term in Section 2.2(e).

“**Second Milestone Date**” means the date on which the Company or its Affiliate completes the first gold pour at the San Antonio Property following the Closing.

“**Seller**” has the meaning ascribed to such term in the Preamble.

“**Stock Exchange**” means the TSX Venture Exchange or such other stock exchange where the Axo Shares are listed from time to time.

“**Tax Returns**” means any and all returns, reports, estimates, declarations, elections, notices, forms, designations, filings, statements, schedules, claims for refunds, information returns or other documents or information (whether in tangible, electronic or other form) made, prepared or filed or required to be made, prepared or filed in respect of Taxes, including any amendment thereof.

“**Taxes**” means: (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Authority, and (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority on or in respect of amounts of the type described in clause (i) above or this clause (ii).

“**Transfer Tax**” means all recoverable and non-recoverable transfer, documentary, sales, use, stamp, registration, real property transfer, value-added, goods and services and other such similar taxes incurred in connection with the consummation of the transactions contemplated by this Agreement but, for the avoidance of doubt, shall not include any income, profits or capital gains taxes.

“VAT” means the value added tax within the meaning of Mexico’s Federal Tax Code (*Código Fiscal de la Federación*), VAT Law, (*Ley del Impuesto al Valor Agregado*), and/or Income Tax Law (*Ley del Impuesto sobre la Renta*).

“VAT Refund” means any refund in respect of VAT due and owing by the SAT to the Company in respect of any period of time ending on or before the Closing Date.

1.2 Other Definitional and Interpretative Provisions

The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections and Exhibits are to Articles, Sections and Exhibits of this Agreement unless otherwise specified. Any Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder unless expressly stated otherwise. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. All references to dollars or to \$ are references to United States dollars, unless otherwise specified.

ARTICLE 2 SALE AND PURCHASE

2.1 Sale and Purchase

Upon the terms and subject to the conditions of this Agreement, the Seller agrees to sell (and cause the sale of, as applicable), and the Purchaser agrees to purchase, the Purchased Securities at the Closing.

2.2 Purchase Price

The aggregate purchase price (the “**Purchase Price**”) payable by the Purchaser for the Purchased Securities shall be satisfied as follows:

- (a) by the issuance to the Seller on the Closing Date such number of Axo Shares (the “**Consideration Shares**”) that would result in the Seller owning 9.99% of the issued and outstanding Axo Shares upon Closing;
- (b) within five Business Days of the completion by the Purchaser of a Qualifying Financing, the issuance of such number of Axo Shares to the Seller as determined in accordance with the following formula:

$$X = [A / (1 - B - C)] \times C$$

Where:

X = the number of Axo Shares to be issued to the Seller

A = \$10,000,000 divided by the greater of (i) an amount (the “**Issue Price**”) equal to the product of (A) the issue price (in Canadian dollars) of the Axo Shares issued under the Qualifying Financing, and (B) the Bank of Canada daily rate of exchange for the conversion of Canadian dollars into U.S. dollars on the Business Day prior to the closing date of the Qualifying Financing, and (ii) the Floor Price

B = 0.0499

C = 0.0999

In addition, if the Issue Price is less than the Floor Price under a Qualifying Financing, the Purchaser shall, within five Business Days of the completion by the Purchaser of a Qualifying Financing, pay to the Seller an amount in cash equal to the product of: (i) the difference between (A) the number of Axo Shares the Seller would have received pursuant to this Section 2.2(b) based on the Issue Price, and (B) the number of Axo Shares the Seller actually received pursuant to this Section 2.2(b) as a result of the Floor Price being greater than the Issue Price, and (ii) the Issue Price.

- (c) within five Business Days of the receipt by the Company of any VAT Refund (whether paid in cash or realized by way of an offset approved by the SAT that results in a reduction in cash taxes otherwise payable) after the Closing, a cash payment equal to 70% of the amount of the VAT Refund, payable in accordance with Section 2.3;
- (d) within five Business Days of the First Milestone Date, a payment equal to \$2,000,000 (the “**First Deferred Payment**”), payable in accordance with Section 2.4; and
- (e) within five Business Days of the Second Milestone Date, a payment equal to \$2,000,000 (the “**Second Deferred Payment**” and together with the First Deferred Payment, the “**Deferred Payments**”), payable in accordance with Section 2.4.

2.3 VAT Refund

- (a) The parties acknowledge and agree that the Company may, and the Seller may cause the Company to, in its sole discretion at any time or times prior to the Closing: (i) request, apply for or claim any VAT Refund, (ii) engage and communicate with, and provide information to, the relevant Mexican Governmental Authorities in respect of any VAT Refund, (iii) enter into agreements with any relevant Mexican Governmental Authorities with respect to the determination, settlement, compromise, confirmation or payment of any VAT Refund or any matter reasonably connected therewith, and (iv) distribute or pay to the Seller (including as a partial repayment of indebtedness owing by the Company to the Seller or any other form of distribution) the full amount of any VAT Refund received prior to Closing (including any VAT Refunds received prior to the Execution Date or between the Execution Date and the Closing Date).

- (b) If at any time following the Closing the Company or the Purchaser or any of its Affiliates receive any VAT Refund (whether paid in cash or realized by way of an offset approved by the SAT that results in a reduction in cash taxes otherwise payable), the Purchaser shall, within five Business Days of receipt, pay an amount equal to 70% of the amount so received to the Seller or its nominee, together with evidence, in form and substance satisfactory to the Seller, acting reasonably, of all amounts received by the Purchaser or any of its Affiliates as of such date.
- (c) For greater certainty, any VAT Refund that relates to any period of time following the Closing Date, and that is received by the Company after the Closing Date, shall be retained by the Purchaser for its exclusive benefit.
- (d) From the Closing Date and until the entire amount of the VAT Refund available under Applicable Law is received or a final, non-appealable ruling is received with respect thereto, the Purchaser shall, and where applicable, shall cause the Company to:
 - (i) grant the Seller and its duly authorized representatives, upon reasonable written notice, access to the Company's premises and books and records solely to enable the Seller to verify the status and progress of its entitlement to the VAT Refund, including the receipt or non-receipt of any portion thereof by the Company;
 - (ii) use commercially reasonable efforts to obtain the entire amount of the VAT Refund available under Applicable Law as soon as reasonably practicable following the Closing Date, including by promptly:
 - (A) executing any documentation and filings reasonably required to obtain the VAT Refund;
 - (B) responding to any reasonable requests from the relevant Mexican Governmental Authorities relating to the VAT Refund; and
 - (C) notifying the Seller in writing and providing a copy of any notice received by the Purchaser or the Company relating to any action concerning the VAT Refund; and
 - (iii) not take (or fail to take) any of the following actions without the consent of the Seller:
 - (A) dispose of or destroy any books and records of the Company that relate to the VAT Refund;
 - (B) take any step that could reasonably be expected to materially impair or impede the Seller's ability to obtain the VAT Refund; or
 - (C) enter into any agreement or settlement with the relevant Mexican Governmental Authorities that would reduce the amount of the VAT Refund payable to the Company.
- (e) From the Closing Date and until the entire amount of the VAT Refund available under Applicable Law is received or a final, non-appealable ruling is received with respect thereto, the Seller agrees to use commercially reasonable efforts to assist the Purchaser with obtaining any VAT Refunds, *provided that* the Seller shall be entitled to recover its reasonable out-of-

pocket costs incurred in connection with such assistance. For the avoidance of doubt, such costs shall include, without limitation: (A) the reasonable fees and expenses of counsel engaged by the Seller to assist in compliance with this Section 2.3(e); and (B) the reasonable expenses of the personnel of the Seller incurred in connection with assisting in compliance with this Section 2.3(e). Such costs shall be reimbursed as they are incurred. The parties agree that any litigation or formal administrative proceedings required to recover VAT Refunds shall be initiated only by mutual written agreement of the parties.

- (f) Any payment made by the Purchaser to the Seller in respect of a VAT Refund will be made in Mexican pesos.
- (g) The parties acknowledge and agree that procedures for obtaining VAT Refunds are frequently subject to delays, requests for supplementary information, extensive verification processes and, in certain instances, denials by the SAT. For greater certainty, any delays, impediments or denials attributable to the SAT or to circumstances beyond the Purchaser's reasonable control shall not constitute a breach of this Agreement by the Purchaser. Nothing in this Section 2.3 shall be construed as a waiver of either party's rights to challenge actions taken by the SAT or to seek any remedies available under Applicable Law.

2.4 Deferred Payments

- (a) The Purchaser may pay all or any part of the First Deferred Payment in cash or Axo Shares in its sole discretion. The Purchaser shall pay the Second Deferred Payment in cash. Any cash payments will be made in immediately available funds by wire transfer to an account designated by the Seller.
- (b) Subject to Section 2.4(c) and the approval of the Stock Exchange, if any of the First Deferred Payment is to be made in Axo Shares, the number of such shares issuable on the First Deferred Payment date shall be equal to:
 - (i) an amount equal to or less than \$2,000,000 (being the portion of the First Deferred Payment that the Purchaser elects to be paid in Axo Shares pursuant to Section 2.4(a)), *divided by*
 - (ii) the greater of:
 - (A) an amount (the "**First Milestone Date Closing Price**") equal to the product of (X) the closing price (in Canadian dollars) of the Axo Shares on the Stock Exchange on the trading day immediately preceding the First Milestone Date, and (Y) the Bank of Canada daily rate of exchange for the conversion of Canadian dollars into U.S. dollars on the trading day immediately preceding the First Milestone Date; and
 - (B) the Floor Price.
- (c) If the First Milestone Date Closing Price is less than the Floor Price in respect of the First Deferred Payment, the Purchaser shall, within five Business Days of the First Milestone Date, pay to the Seller an amount in cash equal to:
 - (i) the difference between (A) the number of Axo Shares the Seller would have received pursuant to Section 2.4(b) based on the First Milestone Date Closing

Price, and (B) the number of Axo Shares the Seller actually received pursuant to Section 2.4(b) as a result of the Floor Price being greater than the First Milestone Date Closing Price, *multiplied by*

- (ii) the First Milestone Date Closing Price.

In no event shall the issuance of Axo Shares to the Seller pursuant to Section 2.4(b) result in the Seller or any of its Affiliates holding more than 9.99% of the issued and outstanding Axo Shares. For greater certainty, in the event that the issuance of Axo Shares to the Seller pursuant to Section 2.4(b) results in the Seller or any of its Affiliates holding more than 9.99% of the issued and outstanding Axo Shares, the aggregate value of the Axo Shares issued to the Seller pursuant to Section 2.4(b) and the amount in cash payable by the Seller pursuant to this Section 2.4(c) shall be equal to \$2,000,000.

- (d) Notwithstanding anything else contained in this Agreement, the entire amount of the Deferred Payments shall accelerate, become due and be immediately payable to the Seller upon a Change of Control of the Purchaser.

2.5 Closing Deliverables

At or prior to Closing or as otherwise specified herein:

- (a) the Purchaser shall deliver to the Seller:
 - (i) a certified copy of all necessary board of directors resolutions of the Purchaser authorizing the execution, delivery and performance of this Agreement;
 - (ii) the Consideration Shares, registered in the name of the Seller and evidenced by a direct registration statement issued by the Purchaser's transfer agent;
 - (iii) a certificate of status or good standing (or equivalent thereof) for the Purchaser issued by the relevant Governmental Authority dated no earlier than one day prior to the Closing Date; and
 - (iv) the certificate required to be delivered by Purchaser pursuant to Section 6.3(c).
- (b) the Seller shall deliver to the Purchaser:
 - (i) a certified copy of all necessary board of directors resolutions of the Seller authorizing the execution, delivery and performance of this Agreement;
 - (ii) a certified copy of all necessary board of directors resolutions of Sapuchi Holdings authorizing the transfer of the Purchased Securities held by it;
 - (iii) a certified copy of all necessary board of managers resolutions of the Company authorizing the transfer of the Purchased Securities;
 - (iv) certified copies of the minutes of the partners' meetings (*Asambleas de Socios*) of the Company:
 - (A) approving the Debt Capitalization; and

- (B) authorizing the transfer of the Purchased Securities to the Purchaser following completion of the Debt Capitalization;
- (v) a certified copy of the Members' Register Book (*Libro de Registro de Socios*) of the Company reflecting:
 - (A) the Debt Capitalization; and
 - (B) the entry of the transfer of the Purchased Securities to the Purchaser;
- (vi) duly executed instruments of transfer in respect of the transfer of the Purchased Securities by the Seller and Sapuchi Holdings to the Purchaser;
- (vii) a certificate from a senior officer of the Company dated as of the Closing Date certifying the constating documents of the Company;
- (viii) a certificate of status or good standing (or equivalent thereof) for the Company issued by the relevant Governmental Authority dated no earlier than one day prior to the Closing Date; and
- (ix) the certificate required to be delivered by the Seller pursuant to Section 6.2(c).

2.6 Transfer Taxes

Notwithstanding anything to the contrary in this Agreement, all Transfer Taxes shall be borne by the Purchaser. Except as otherwise required by Applicable Law, the Purchaser will prepare and file all necessary Tax Returns with respect to all Transfer Taxes, and, if required by Applicable Law, the Seller and the Company will join in the execution of any such Tax Returns.

2.7 Withholding and Tax Matters

Notwithstanding anything to the contrary in this Agreement:

- (a) without limiting Section 2.7(b), the Purchaser shall be entitled to deduct and withhold from the amounts otherwise payable by it pursuant to this Agreement, such amounts as are required to be deducted and withheld under any provision of Applicable Law. All such withheld amounts shall be treated as having been paid to the Person on whose behalf such withholding was made, provided such amounts are duly and timely remitted to the appropriate Governmental Authority;
- (b) if the Seller is required by Applicable Law to pay (or the Purchaser is required by Applicable Law to withhold from amounts payable to the Seller) any amount in respect of Taxes as a result of the sale of the Purchased Securities to the Purchaser pursuant to this Agreement, then (i) the amount payable by the Purchaser to the Seller for the Purchased Securities shall be increased as may be necessary so that after payment of all such Taxes (including Taxes applicable to additional sums payable under this Section 2.7(b)) the Seller receives an amount equal to the amount it would have received had no such Taxes been payable, and (ii) the relevant party shall pay the full amount of Taxes required to the relevant Governmental Authority in accordance with Applicable Law; and

- (c) the Seller and the Purchaser shall cooperate to take commercially reasonable steps to reduce or eliminate the Taxes payable as a result of the sale of the Purchased Securities to the Purchaser pursuant to this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser that:

3.1 Corporate Existence and Power

Each of the Seller, Sapuchi Holdings and the Company is duly organized, validly existing and, to the extent such concept exists under Applicable Law, in good standing under the laws of its jurisdiction of organization and has all corporate or other organizational powers required to carry on its business as now conducted.

3.2 Corporate Authorization

The execution, delivery and performance by the Seller of this Agreement and the consummation by it of the transactions contemplated hereby are within the corporate or other organizational powers of the Seller and have been duly authorized by all necessary corporate action on the part of the Seller. This Agreement constitutes a legal, valid and binding agreement of the Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws and judicial decisions affecting the rights of creditors generally.

3.3 Governmental Authorization

The execution, delivery and performance by the Seller of this Agreement and the consummation by it of the transactions contemplated hereby require no material action by or in respect of, or material filing with, any Governmental Authority save and except for the Exchange Approval and any such action or filing as to which the failure to obtain or make would not prevent, materially impair or materially delay the consummation of the transactions contemplated by this Agreement.

3.4 No Conflict

The execution, delivery and performance by the Seller of this Agreement and the consummation by it of the transactions contemplated hereby do not and will not (a) violate the Organizational Documents of the Seller; (b) assuming compliance with the matters referred to in Section 3.3, violate any Applicable Law in any material respect; (c) result in the creation or imposition of any Encumbrance on any asset of the Company; or (d) except pursuant to the Organizational Documents of the Company or Sapuchi Holdings, require any consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of such party or to a loss of any benefit to which such party is entitled under any provision of any agreement or other instrument binding upon such party (except, in the case of clauses (b), (c) and (d) only, as would not prevent, materially impair or materially delay the consummation of the transactions contemplated by this Agreement).

3.5 Capitalization

- (a) The authorized, issued and outstanding capital of the Company consists of two equity interests. The equity interests of the Company have been duly authorized, are validly issued, fully paid and non-assessable, and the Seller and Sapuchi Holdings are, collectively, the sole registered and beneficial owners of the equity interests of the Company, free and clear of all Encumbrances, except for the Company Pledge. Upon consummation of the transactions contemplated by this Agreement, the Purchaser shall own all of the issued and outstanding equity interests of the Company, free and clear of all Encumbrances.
- (b) All of the Purchased Securities were issued in compliance with Applicable Laws. None of the Purchased Securities were issued in violation of any agreement, arrangement or commitment to which the Seller or the Company is a party or is subject to or in violation of any pre-emptive or similar rights of any Person.
- (c) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares in the capital of the Company or obligating the Seller or the Company to issue or sell any shares of, or any other interest in, the Company. The Company does not have outstanding or authorized any share appreciation, phantom share, profit participation or similar rights. There are no voting trusts or agreements, pooling agreements, unanimous shareholder agreements or other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Purchased Securities.

3.6 Debt Capitalization

- (a) As of the Execution Date, the Intercompany Loans constitute valid and existing obligations of the Company owed to the Seller.
- (b) As of or prior to the Closing Date, the Debt Capitalization will be duly approved by the Seller and authorized by the Company.
- (c) Upon completion of the Debt Capitalization, the Intercompany Loans will be irrevocably extinguished in their entirety, and no indebtedness or other liability of the Company to the Seller or any of its Affiliates shall remain outstanding.
- (d) All equity interests issued to the Seller as a result of the Debt Capitalization shall be validly issued, fully paid and non-assessable, and shall form part of the Purchased Securities to be transferred to the Purchaser at the Closing.

3.7 No Subsidiaries

The Company does not own, or have any interest in, any shares or have securities, or another ownership interest, in any other Person.

3.8 Applicable Laws

The Company is currently carrying on, and has carried on the Operations in material compliance with Applicable Laws.

3.9 Litigation

There is no action, suit or proceeding pending against or, to the knowledge of the Seller, threatened against or affecting the Seller or the Company or any of their properties or assets before any arbitrator or any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

3.10 San Antonio Property

Other than the San Antonio Property, the Company does not have any material assets or mineral projects. Exhibit A sets out the Mineral Rights owned by the Company in respect of the San Antonio Property.

3.11 Finders' Fees

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 from the Purchaser or the Company in connection with the transactions contemplated by this Agreement.

3.12 No Additional Representations or Warranties

Except as provided in this Article 3, neither the Seller nor any of its Affiliates, nor any of its directors, officers, employees, shareholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to the Purchaser or any of its Affiliates. The Seller acknowledges and agrees that it is entering into this Agreement without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to the Purchaser or any of its Affiliates, except as expressly set forth in this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller that:

4.1 Corporate Existence and Power

The Purchaser is duly organized, validly existing and is in good standing under the laws of the jurisdiction of its organization and has all corporate or other organizational powers required to carry on its business as now conducted and to own or lease its properties and assets in the jurisdictions in which such properties and assets are located.

4.2 Corporate Authorization

The execution, delivery and performance by the Purchaser of this Agreement and the consummation by it of the transactions contemplated hereby are within the corporate or other organizational powers of the Purchaser and have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement constitutes a legal, valid and binding agreement of the Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws and judicial decisions affecting the rights of creditors generally.

4.3 Governmental Authorization

The execution, delivery and performance by the Purchaser of this Agreement and the consummation by it of the transactions contemplated hereby require no material action by or in respect of, or material filing with, any Governmental Authority save and except for the Exchange Approval and any such action or filing as to which the failure to obtain or make would not prevent, materially impair or materially delay the consummation of the transactions contemplated by this Agreement.

4.4 No Conflict

- (a) The execution, delivery and performance by the Purchaser of this Agreement and the consummation by it of the transactions contemplated hereby do not and will not: (i) violate the Organizational Documents of the Purchaser; (ii) assuming compliance with the matters referred to in Section 4.3, violate any Applicable Law in any material respect; or (iii) require any consent or other action by any Person under, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of the Purchaser or to a loss of any benefit to which the Purchaser is entitled under any provision of any agreement or other instrument binding upon the Purchaser (except, in the case of clauses (ii) and (iii) only, as would not prevent, materially impair or materially delay the consummation of the transactions contemplated by this Agreement).
- (b) The Purchaser is not subject to any unanimous shareholders agreement or party to any shareholder, pooling, voting trust or other similar agreement relating to the ownership or voting of any of the securities of the Purchaser or pursuant to which any person may have any right or claim in connection with any existing or past equity interest in the Purchaser.

4.5 Consideration Shares

The issuance of the Consideration Shares by the Purchaser has been duly authorized by all necessary corporate action of the Purchaser and at the time of issuance the Consideration Shares will be validly issued and outstanding as fully paid and non-assessable Axo Shares, free and clear of any Encumbrances other than any resale restrictions imposed under applicable Canadian securities laws or Stock Exchange requirements or in accordance with the terms of the Lock-Up Agreement.

4.6 Capitalization

The authorized share capital of the Purchaser consists of an unlimited number of Axo Shares, of which 130,295,233 are issued and outstanding as of the date of this Agreement, all of which have been duly authorized and validly issued and are fully paid and non-assessable common shares in the capital of the Purchaser. As of the date of this Agreement, there are no outstanding obligations of the Purchaser to repurchase, redeem or otherwise acquire any of the issued and outstanding Axo Shares.

4.7 Listing of the Consideration Shares

The Axo Shares are listed and posted for trading on the Stock Exchange. On or before Closing, the issuance, delivery and listing of the Consideration Shares shall be approved by the Stock Exchange and will, upon issuance, be listed and posted for trading on the Stock Exchange.

4.8 Public Disclosure and Securities Laws Matters

- (a) The Purchaser has filed all documents and information required to be filed by it under Applicable Laws. The Public Disclosure Documents do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which and at the time they were made, not misleading. All of the Public Disclosure Documents, as of their respective dates (and as of the dates of any amendments thereto), complied as to both form and content in all material respects with the requirements of Applicable Laws. There is no material fact concerning the Purchaser required to be disclosed under Applicable Laws which has not been disclosed in the Public Disclosure Documents filed on or before the date hereof.
- (b) The Purchaser is a reporting issuer in each of the provinces of Canada other than Québec and is in compliance in all material respects with all applicable securities laws. The Purchaser is not subject to any delisting, suspension of trading in or cease trading of or other order that may operate to prevent or restrict trading in the Axo Shares and no proceedings have been initiated or, to the knowledge of the Purchaser, threatened by any Governmental Authority in relation thereto.

4.9 Financial Statements

The Axo Financial Statements have been prepared in accordance with International Financial Reporting Standards, are correct and complete and present fairly in all material respects, in accordance with International Financial Reporting Standards applied on a consistent basis throughout the periods involved, the financial condition and position of the Purchaser as at the dates thereof, and the results of operations of the Purchaser for the periods covered thereby such Axo Financial Statements, in all material respects, do not contain or reflect any material inaccuracies or discrepancies.

4.10 Litigation

There is no action, suit or proceeding pending against or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser or any of its properties or assets before any arbitrator or any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

4.11 Finders' Fees

There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Purchaser or any of its Affiliates who might be entitled to any fee or commission from the Seller in connection with the transactions contemplated by this Agreement.

4.12 No Additional Representations or Warranties

Except as provided in this Article 4, neither the Purchaser nor any of its Affiliates, nor any of their respective directors, officers, employees, shareholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to the Seller or any of its Affiliates. The Purchaser acknowledges and agrees that it is entering into this Agreement without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to the Seller or any of its Affiliates, except for the representations and warranties of the Seller expressly set forth in this Agreement.

ARTICLE 5

COVENANTS OF THE SELLER AND THE PURCHASER

5.1 Conduct of Business Before the Closing

From the Execution Date until the Closing Date, except as otherwise provided in this Agreement or consented to in writing by the Purchaser (which consent shall not be unreasonably withheld or delayed), the Seller shall cause the Company to conduct the Operations in the ordinary course consistent with past practice. Without limiting the foregoing, from the Execution Date until the Closing Date, the Seller shall cause the Company to not:

- (a) amend its constating documents or similar organizational documents;
- (b) split, combine or reclassify any shares of its capital stock or amend or modify any term of any outstanding debt security;
- (c) reorganize, arrange, restructure, amalgamate or merge with any other Person;
- (d) issue, grant, deliver, sell, pledge or otherwise encumber, authorize the issuance, grant, delivery, sale or pledge of, or otherwise subject to a Encumbrance, any of its securities, or any options, warrants or similar rights exercisable or exchangeable for or convertible into securities, other than in connection with the Debt Capitalization;
- (e) except as permitted under Section 2.3(a) in connection with VAT Refunds received prior to Closing, 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;
- (f) redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or otherwise acquire any shares of its capital stock or any of its outstanding securities;
- (g) adopt a plan of complete or partial liquidation, consolidation, winding-up or resolutions providing for the liquidation, consolidation or dissolution of the Company or any of its assets, or file a petition in bankruptcy under any Applicable Law on behalf of the Company or consent to the filing of any bankruptcy petition against the Company;
- (h) acquire (by merger, consolidation, exchange, acquisition of securities, acquisitions, lease, license, contributions to capital or otherwise) or commit to acquire, directly or indirectly, in one transaction or in a series of related transactions, an interest in any Person, assets, securities, properties, interests or businesses or make any investment either by purchase of securities, contributions of capital or purchase of any property or assets of any Person;
- (i) sell, pledge, lease, license, encumber or otherwise transfer any assets or any interest in any assets;
- (j) increase, incur, create, assume or otherwise become liable for any indebtedness for borrowed money or any other liability or obligation, issue any debt securities, or provide any guarantees thereof;
- (k) make any material change in its methods of accounting, except as required by IFRS;
- (l) make any loan or advance to any Person;

- (m) make any capital expenditure or commit to make any capital expenditure, other than normal course capital expenditures;
- (n) amend or modify in any material respect, or terminate or waive any material right under, any Contract or enter into any Contract except as currently contemplated with the Ejido;
- (o) enter into any agreement or arrangement that limits or otherwise restricts, in any material respect, the business of the Company, or that may in the future limit or restrict, in any material respect, the Company or its successors from carrying on business, acquiring or operating any properties or assets or competing in any manner;
- (p) amend, modify, terminate, cancel or let lapse any insurance (or reinsurance) policy in effect on the date of this Agreement;
- (q) enter into or terminate any material interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;
- (r) take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Authority to institute proceedings for the suspension, revocation or limitation of rights under, any material Permits (including the Mineral Rights) necessary to conduct the Operations as now conducted or as proposed to be conducted, or fail to pursue, with commercially reasonable efforts and due diligence, any pending applications to any Governmental Authorities for any material Permits;
- (s) enter into any transaction with a Related Person;
- (t) subject to the Seller's right to pursue and obtain (and right to cause the Company to pursue and obtain) the receipt of any VAT Refund, which right shall not be limited in any respect prior to the Closing Date: (i) make, change or rescind any material Tax election, information schedule, return or designation; (ii) settle or compromise any material Tax claim, assessment, reassessment, liability, action, suit, proceeding, hearing or controversy; (iii) file any materially amended Tax Return; (iv) enter into any material agreement with a Governmental Authority with respect to Taxes; (v) enter into or change any material Tax sharing, Tax advance pricing agreement, Tax allocation or Tax indemnification agreement that is binding the Company; (vi) surrender any right to claim a material Tax abatement, reduction, deduction, exemption, credit or refund; (vii) consent to the extension or waiver of the limitation period applicable to any material Tax matter; (viii) make a request for a material Tax ruling to any Governmental Authority; or (ix) materially amend or change any of its methods of reporting income, deductions or accounting for Tax purposes, other than as may be required by Applicable Law;
- (u) make any material change to the Company's accounting policies or methods of accounting (including adopting new accounting policies or methods), other than required by concurrent changes in Applicable Law;
- (v) commence waive, release, assign, settle, compromise or settle any litigation, proceeding, claim or investigation affecting the Company, provided that, prior to the Closing Date, the Seller may in its sole discretion, cause the Company to settle any litigation, proceeding or claim involving former employees of the Company that was initiated prior to the Execution Date without first obtaining the prior written consent of the Purchaser;

- (w) enter into or amend any employment or director agreement with the Employees;
- (x) grant to any Employee an increase in compensation or benefits provided to any Employee or adopt any type of employee benefit plan, except as is necessary to comply with Applicable Laws or an existing employment or services agreement;
- (y) 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;
- (z) grant to any Employee or amend any existing right to any severance, retention, change in control or similar payment; or
- (aa) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing matters prohibited in this Section 5.1.

5.2 Efforts; Further Assurances

Subject to the terms and conditions of this Agreement, the Seller and the Purchaser will use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under, and in all cases subject to, Applicable Law to consummate or implement expeditiously the transactions contemplated by this Agreement, including the execution of the Amended Stream Agreement (including the guarantees, pledge agreements and other deliverables contemplated therein) and the Lock-Up Agreement. Following the Closing, the Seller and the Purchaser each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

5.3 Regulatory Approvals

- (a) In furtherance and not in limitation of the foregoing, the Seller and the Purchaser shall provide, or cause to be provided, to any Governmental Authority all information and documents required or requested by any such Governmental Authority, including by (i) filing any notification and report form and related material required under any Applicable Law with respect to the transactions contemplated by this Agreement as promptly as practicable after the date hereof and in any event within five Business Days of the date hereof and (ii) supplying as promptly as practicable any additional information and documentary material that may be requested by any Governmental Authority pursuant to any Applicable Law.
- (b) Each of the Seller and Purchaser shall, and shall cause their respective Affiliates to, cooperate reasonably with one another and keep the other party reasonably informed of material matters relating to or in connection with the taking of the actions contemplated by this Section 5.3, including promptly informing the other party of all material communications with any Governmental Authority. In furtherance and not in limitation of the foregoing, the Seller and the Purchaser shall (i) consult with one another in advance of any meeting or teleconference with such Governmental Authority, (ii) provide one another with an opportunity to attend or participate in such meeting or teleconference, (iii) afford one another the right to review any written materials to be submitted to such Governmental Authority in advance of the submission thereof, and (iv) furnish one another with copies of all written materials received

by or on behalf of such party from such Governmental Authority, in each case to the extent permitted by Applicable Law.

5.4 Public Announcements

The parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby and, except for any press releases and public announcements the making of which may be required by Applicable Law or any listing agreement with any securities or stock exchange, will not issue any such press release or make any such public statement prior to such consultation.

5.5 Exclusive Dealing

From the date of this Agreement until the termination of this Agreement, the Seller shall not, and shall cause Sapuchi Holdings to not, directly or indirectly, solicit, initiate, or knowingly encourage any inquiries or proposals from, negotiate with, provide any non-public information to, or consider any inquiries or proposals from, or enter into any agreement with, any Person (other than Purchaser and its Affiliates) relating to any transaction providing for the sale of any or all of the Purchased Securities.

5.6 Confidentiality

From and after the Closing, the Purchaser and the Seller shall, and shall each cause its Affiliates to, hold, and shall use its commercially reasonable efforts to cause its respective directors, officers, employees, shareholders, partners, members or representatives to hold, in confidence any and all information, whether written or oral, concerning the Company, Sapuchi Holdings and the other party, except to the extent that such information: (a) is generally available to, and known by, the public through no fault of the Seller or the Purchaser, as applicable, any of its Affiliates or any of their respective directors, officers, employees, shareholders, partners, members or representatives; or (b) is lawfully acquired by the Seller or the Purchaser, as applicable, any of its Affiliates or any of their respective directors, officers, employees, shareholders, partners, members or representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the Company. If the Purchaser or the Seller, any of their respective Affiliates or any of their respective directors, officers, employees, shareholders, partners, members or representatives are compelled to disclose any information concerning the Company, Sapuchi Holdings or the other party by judicial or administrative process or by other requirements of Applicable Law, the party from whom disclosure is being sought shall, to the extent permitted by Applicable Law, promptly notify the other party in writing and shall disclose only that portion of such information that the party from whom disclosure is being sought is advised by its counsel is legally required to be disclosed.

5.7 Access

On and after the Closing Date, the Purchaser shall, and shall cause the Company to: (a) maintain and retain its Books and Records for a period of seven years; (b) upon reasonable written notice and during business hours, afford to the Seller and its agents reasonable access to (i) their respective properties and copies of Books and Records for the period prior to the Closing, and (ii) employees and auditors of the Company, to the extent necessary to permit the Seller to perform or satisfy any legal or regulatory obligation relating to any period on or before the Closing Date; and (c) provide to the Seller any financial information and financial statements for the period at or prior to the Closing in respect of the Company as the Seller may reasonably request, to the extent necessary to permit the Seller or any of its Affiliates to perform its or their tax, accounting and financial reporting obligations.

5.8 Deferred Payments

Until such time as the Second Deferred Payment is made in full, the Purchaser hereby agrees:

- (a) to use commercially reasonable efforts to cause the conditions precedent to the payment of the Deferred Payments to be satisfied and to not take any action, whether directly or indirectly, to knowingly and intentionally circumvent the entitlement of the Seller to the Deferred Payments; and
- (b) to provide the Seller with copies of any reports prepared for management in respect of the operations at the San Antonio Property and such other technical information as the Seller reasonably requests as may be required for the Seller to monitor the operations at the San Antonio Property and the determine whether the conditions precedent for the payment of the Deferred Payments have been satisfied.

5.9 Seller Voting Support

Subject to the Closing and issuance of the Consideration Shares, until the date that is 24 months from the Closing Date, the Seller covenants and agrees to (unless otherwise consented to in writing by the Purchaser):

- (a) be present in person or represented by proxy (in respect of all Consideration Shares beneficially owned, or over which control or direction is exercised, by the Seller and its Affiliates) at all meetings of the shareholders of the Purchaser for the purpose of determining the presence of a quorum at such meetings; and
- (b) subject to the rules, policies and guidelines of the Stock Exchange, vote in favour and/or cause to be voted in favour all of the Consideration Shares beneficially owned, or over which control or direction is exercised, by the Seller and its Affiliates in respect of:
 - (i) the director nominees proposed by management of the Purchaser for election to the board of directors; or
 - (ii) the appointment or re-appointment of the auditors of the Purchaser.

5.10 Beneficial Ownership Information

- (a) Each of the Seller and the Purchaser acknowledge that, in connection with the formalization of the documents set forth in Section 2.5(b)(iv) before a Mexican notary public, the Company will be required to disclose information regarding its ultimate beneficial owners (*beneficiarios controladores*) pursuant to Applicable Law, including the Federal Tax Code and related regulations. Each of the Seller and the Purchaser shall, and shall cause their respective Affiliates to, provide to the acting Mexican notary public, promptly upon request, all information, documentation and certifications required of the Company or of such party, as applicable, to comply with the foregoing beneficial ownership disclosure obligations, including any updates or confirmations thereof, in the form and within the time periods prescribed by Applicable Law.
- (b) From and after the Closing, the Purchaser shall cause the Company to maintain and update its beneficial ownership records in accordance with Applicable Law and shall provide to the Seller, upon request, reasonable evidence of ongoing compliance with such obligations.

5.11 Debt Capitalization

- (a) Prior to Closing, the Seller shall cause the full amount of the Intercompany Loans (including all accrued and unpaid interest thereon) to be converted into fully paid and non-assessable equity interests of the Company.
- (b) Following Closing, the Seller shall assist the Purchaser with completing any remaining administrative or filing formalities relating to the documents set forth in Section 2.5(b)(iv), and shall deliver to the Purchaser, promptly upon receipt:
 - (i) the notarial deed formalizing the partners' meeting approving the Debt Capitalization and evidence of its registration in the Public Registry of Commerce (*Registro Público de Comercio*);
 - (ii) the accountant's certificate issued by a duly registered public accountant registered with the Tax Service Administration (*Servicio de Administración Tributaria*), evidencing the accounting existence and value of the Intercompany Loans, prepared in accordance with the Mexican tax regulations in force at the time of issuance; and
 - (iii) the notarial deed formalizing the partners' meeting authorizing the transfer of the Purchased Securities to the Purchaser, together with evidence of its registration in the Public Registry of Commerce (*Registro Público de Comercio*).

5.12 Axo Loan

- (a) On or before December 5, 2025, upon execution and delivery by the Company of the Axo Note (as defined below) to the Purchaser, the Purchaser shall provide to the Company a non-interest bearing loan in an amount equal to the greater of: (i) MXN\$9,700,000; and (ii) such amount that is required to satisfy any payments or obligations of the Company to the Ejido Group in respect of the Ejido Property which may become due or payable prior to the Closing Date (the "**Axo Loan**") pursuant to a promissory note (the "**Axo Note**").
- (b) The Axo Note will provide that: (i) the entire amount of the Axo Loan will be made available to the Company upon execution and delivery of the Axo Note by the Company to the Purchaser; and (ii) in the event this Agreement is terminated pursuant to Article 8, the Axo Loan shall become payable on demand on the date that is 45 days from the date of termination. The proceeds of the Axo Loan shall be applied by the Company to satisfy any payments or obligations of the Company to the Ejido Group in respect of the Ejido Property which may become due or payable prior to the Closing Date.

ARTICLE 6 CONDITIONS TO CLOSING

6.1 Conditions to Obligations of Each Party

The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or before the Closing, of the following conditions:

- (a) no Governmental Authority shall have enacted, issued, promulgated or entered any Order or Applicable Law which is in effect and has the effect of making the transactions

contemplated by this Agreement illegal or otherwise prohibiting consummation of the Closing; and

- (b) the Exchange Approval shall have been obtained.

6.2 Conditions to Obligations of the Purchaser

The obligations of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Purchaser's waiver, at or before the Closing, of each of the following conditions:

- (a) the representations and warranties of the Seller set forth in Sections 3.1, 3.2 and 3.5 shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date. The representations and warranties of the Seller set forth in Article 3 (other than Sections 3.1, 3.2 and 3.5), without giving effect to any materiality qualifications therein, shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date;
- (b) the Seller shall have performed and complied, in all material respects, with all covenants and agreements required by this Agreement to be performed or complied with by it at or prior to the Closing;
- (c) the Purchaser shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Seller, that each of the conditions set forth in Sections 6.2(a) and 6.2(b) have been satisfied;
- (d) the Purchaser shall have received a current independent technical report for the San Antonio Property prepared in accordance with the requirements of NI 43-101 and the Stock Exchange;
- (e) the Seller shall have delivered a title opinion on the San Antonio Property, dated the Closing Date, in form and substance satisfactory to the Purchaser, acting reasonably, addressed to the Purchaser from Norton Rose Fulbright US MX, S.C., Mexican counsel to the Company;
- (f) the Company and OR International shall have entered into the Amended Stream Agreement;
- (g) the Purchaser shall have received an executed Lock-Up Agreement from the Seller in respect of the Consideration Shares;
- (h) the Purchaser shall have received from the Seller evidence that the Debt Capitalization has been duly completed in accordance with Section 5.11 and that all related documentation required under Section 2.5(b)(iv) have been delivered; and
- (i) all deliveries contemplated by Section 2.5(b) shall have been tabled.

6.3 Conditions to Obligations of the Seller

The obligations of the Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Seller's waiver, at or before the Closing, of each of the following conditions:

- (a) the representations and warranties of the Purchaser set forth in Sections 4.1, 4.2, 4.5 and 4.7 shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date. The representations and warranties of the Purchaser set forth in Article 4 (other than Sections 4.1, 4.2, 4.5 and 4.7), without giving effect to any materiality qualifications therein, shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date;
- (b) the Purchaser shall have performed and complied, in all material respects, with all covenants and agreements required by this Agreement to be performed or complied with by it at or prior to the Closing;
- (c) the Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Purchaser, that each of the conditions set forth in Sections 6.3(a) and 6.3(b) have been satisfied;
- (d) all deliveries contemplated by Section 2.5(a) shall have been tabled;
- (e) the Company and OR International shall have entered into the Amended Stream Agreement; and
- (f) the termination and release of security and guarantees provided by the Seller and Sapuchi Holdings in favour of OR International pursuant to the OR International Stream on terms acceptable to the Seller, acting reasonably.

ARTICLE 7 SURVIVAL

7.1 Survival

- (a) Other than as set forth in Sections 2.3 (*VAT Refund*), 2.4 (*Deferred Payments*), 2.6 (*Transfer Taxes*), 2.7 (*Withholding and Tax Matters*), 5.2 (*Efforts; Further Assurances*), 5.4 (*Public Announcements*), 5.6 (*Confidentiality*), 5.7 (*Access*), 5.8 (*Deferred Payments*), 5.9 (*Seller Voting Support*), 5.10 (*Beneficial Ownership Information*), 5.11 (*Debt Capitalization*) this Section 7.1 and Sections 7.2 (*Purchaser's Acknowledgements, As-Is, Where-Is*), and Article 9 (*Miscellaneous*), all representations, warranties, statements, covenants and agreements of the Seller contained herein or otherwise delivered pursuant to or in connection with this Agreement shall merge, expire and terminate upon Closing. In the event of any breach of, or any noncompliance with, any representation, warranty, statement, covenant or agreement contained herein by the Seller prior to the Closing, the only remedy available to the Purchaser (other than with respect to the Sections listed in the first sentence of this Section 7.1(a)) is expressly limited to the Purchaser determining to terminate this Agreement in accordance with Article 8 and the Purchaser shall not have any right to bring a claim for damages or any other legal or equitable remedy against the Seller in respect of such pre-Closing breach or noncompliance. Notwithstanding the foregoing, nothing in this Section 7.1(a) shall limit or restrict any rights or remedies of the Purchaser in respect of any post-Closing obligations of the Seller.

- (b) Other than as set forth in Sections 2.3 (*VAT Refund*), 2.4 (*Deferred Payments*), 2.6 (*Transfer Taxes*), 2.7 (*Withholding and Tax Matters*), 5.2 (*Efforts; Further Assurances*), 5.4 (*Public Announcements*), 5.6 (*Confidentiality*), 5.7 (*Access*), 5.8 (*Deferred Payments*), 5.9 (*Seller Voting Support*), 5.10 (*Beneficial Ownership Information*), 5.11 (*Debt Capitalization*), this Section 7.1 and Sections 7.2 (*Purchaser's Acknowledgements, As-Is, Where-Is*) and Article 9 (*Miscellaneous*), all representations, warranties, statements, covenants and agreements of the Purchaser contained herein or otherwise delivered pursuant to or in connection with this Agreement shall merge, expire and terminate upon Closing. In the event of any breach of, or any noncompliance with, any representation, warranty, statement, covenant or agreement contained herein by the Purchaser prior to the Closing, the only remedy available to the Seller (other than with respect to the Sections listed in the first sentence of this Section 7.1(b)) is expressly limited to the Seller determining to terminate this Agreement in accordance with Article 8 and the Seller shall not have any right to bring a claim for damages or any other legal or equitable remedy against the Purchaser in respect of such pre-Closing breach or noncompliance. Notwithstanding the foregoing, nothing in this Section 7.1(b) shall limit or restrict any rights or remedies of the Seller in respect of any post-Closing obligations of the Purchaser (including any amounts of the Purchase Price, such as amounts in respect of Deferred Payments, Taxes or VAT Refunds, that become payable under this Agreement).

7.2 Purchaser's Acknowledgements; As-Is Where-Is

- (a) The Purchaser acknowledges and agrees that:
- (i) except for the representations and warranties expressly set forth in Article 3, the Purchaser has not relied on, and hereby specifically disclaims, any representation or warranty from the Seller, any Affiliate of any Seller and any employee, officer, director, accountant, financial, legal or other representative of the Seller in determining whether to enter into this Agreement;
 - (ii) the Purchaser has the experience and knowledge to evaluate the operations, financial condition, assets and liabilities of the Company and its business, and has conducted and relied on its own independent review and investigation thereof; and
 - (iii) recourse for the Purchaser shall be limited to the express provisions of this Agreement.
- (b) The parties hereto agree that, except as specifically set forth in this Agreement (including the representations and warranties contained herein) and except in the case of fraud on the part of the Seller:
- (i) the Seller has not made and shall not have any obligation or liability for any representation or warranty, express or implied, in connection with the transactions contemplated hereby including, without limitation, any implied representation or warranty as to the accuracy or completeness of any information regarding the Company, its business, the Operations or the San Antonio Property; and
 - (ii) no representation or warranty is made by the Seller hereunder regarding the quality, accuracy, or content of documents contained in the virtual data room established by the Seller for the purposes of the transactions contemplated hereby.

- (c) It is expressly understood, acknowledged and agreed that, except in the case of fraud on the part of the Seller, the Purchaser accepts the condition of the Company, its business, the Operations and the San Antonio Property without any representation, warranty or guarantee, express or implied, as to merchantability, fitness for a particular purpose or otherwise as to the condition (environmental or otherwise), size, extent, quantity, type or value, or of any related asset or property (or the probable success or profitability of such businesses), or the ability of the Purchaser to bring such businesses into operation or to make sales of products produced using the assets of such businesses, except as is otherwise expressly provided for in this Agreement. Without limitation to anything else contained herein, no representation, warranty or covenant is given by the Seller that the San Antonio Property or any other assets of the Company are or can be commercialized, developed or made operational within a specified time frame or will achieve any particular level of production capacity or actual production if commercialized, developed or made operational.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

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

- (a) by mutual written agreement of the Seller and the Purchaser;
- (b) by the Seller or the Purchaser if:
 - (i) the Closing shall not have been consummated on or before the Outside Date; provided that the right to terminate this Agreement pursuant to this Section 8.1 shall not be available to any party whose breach of any representation or warranty, or failure to perform any covenant or obligation under this Agreement (including the obligation to close the transactions contemplated by this Agreement in accordance with Section 2.5), shall have been the cause of the failure of the Closing to occur prior to such date; or
 - (ii) there shall be any Applicable Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or any Governmental Authority shall have issued an Order restraining or enjoining the transactions contemplated by this Agreement, and such Order shall have become final and non-appealable;
- (c) by the Seller if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.3 not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date, or, if such conditions are capable of cure, are not cured by the 30th day following the Purchaser's receipt of written notice of such breach from the Seller; provided that the Seller is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 6.2 not to be satisfied; or
- (d) by the Purchaser if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Seller set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.2 not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date, or, if such conditions are capable of cure,

are not cured by the 30th day following the Seller's receipt of written notice of such breach from the Purchaser; provided that the Purchaser is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 6.3 not to be satisfied.

The party desiring to terminate this Agreement pursuant to Section 8.1(b) shall give notice of such termination to the other party hereto.

8.2 Effect of Termination

If this Agreement is terminated as permitted by Section 8.1, such termination shall be without liability of any party (or any shareholder, director, officer, employee, agent, consultant or representative of such party) to the other party hereto; provided that if such termination shall result from the willful: (i) failure to perform a covenant of this Agreement; or (ii) breach by any party hereto of any representation or warranty or agreement contained herein, such party shall be fully liable for any and all damage, loss or expense (including reasonable legal fees and expenses in connection with any action, suit or proceeding) actually incurred or suffered by the other party hereto as a result of such failure or breach. The provisions of this Section 8.2 and Article 9 shall survive any termination hereof pursuant to Section 8.1.

8.3 Termination Procedure

In the event of the termination of this Agreement pursuant to Section 8.1 hereof, written notice thereof shall forthwith be given by the terminating party to the other party, and this Agreement shall terminate without further action by any party. If this Agreement is terminated pursuant to Section 8.1 hereof: (a) all Information received by any party shall be treated as confidential, and each party shall promptly and, in any event, within five Business Days of receipt of a written request from the other party, (i) deliver to the other party or, (ii) destroy, all tangible Information and erase all Information in electronic form furnished by the other party, its affiliates, and their respective representatives to the party or its representatives, without retaining copies thereof. In such event, within the same time period, the party shall destroy or erase, as the case may be, all other documents or records constituting or containing Information created by or for the party or its representatives, unless prepared exclusively from publicly available information, and the terminating party shall deliver to the other party a certificate confirming in writing its compliance with this clause; (b) all filings, applications and other submissions made pursuant hereto shall, to the extent practicable, be withdrawn from the Governmental Authority or other Person to which made; and (c) the obligations provided for in Sections 5.6, Article 7, 8.2, this Section 8.3, and Sections 9.1 and 9.2 hereof shall survive any such termination. For purposes of this Section 8.3, "**Information**" means all information (whether oral or in writing, or stored in computerized, electronic, disk, tape, microfilm or other form) furnished by a party, its Affiliates, and their respective representatives, and all analyses, compilations, data, studies or other documents or records prepared by a party or its representatives containing or based, in whole or in part, upon any such furnished information or derived from access provided by a party, its Affiliates, and their respective representatives, and each item thereof, whether obtained before or after the date of this Agreement, but for greater certainty the term "Information" does not include information that (i) is already in the other party's possession, if the possession of such information is not known to the other party to be subject to a confidentiality agreement with or other obligations of secrecy or fiduciary responsibility to the disclosing party or another Person, (ii) becomes available to the other party on a non-confidential basis from a source other than the disclosing party, its Affiliates, and their respective representatives, which source to the other party's knowledge is not bound by a confidentiality agreement or other obligation of secrecy or fiduciary responsibility to the disclosing party or another Person and is not otherwise under an obligation of secrecy to the disclosing party or another Person, or (iii) is independently developed by the other party.

ARTICLE 9 MISCELLANEOUS

9.1 Notices

All notices, requests and other communications to any party hereunder shall be in writing (including email) and shall be given,

if to the Seller, to:

Osisko Development Corp.
1100 Avenue des Canadiens-de-Montreal, Suite 300 Montreal,
Quebec H3B 2S2

Attention: Sean Roosen, Chair and CEO and Laurence Farmer, Corporate Secretary
Email: [redacted – personal information] and [redacted – personal information]

with a copy to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Attention: Sander Grieve and Andrew Disipio
Email: [redacted – personal information] and [redacted – personal information]

if to the Purchaser, to:

Axo Copper Corp.
2446 Purcells Cove Road
Halifax, Nova Scotia B3P 2E6

Attention: Jonathan Egilo, President and CEO
Email: [redacted – personal information]

with a copy to:

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Toronto, Ontario M5H 2T6

Attention: Bradley Freelan
Email: [redacted – personal information]

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 4 p.m. (Eastern time) in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

9.2 Amendments and Waivers

- (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.
- (b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.3 Expenses

Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

9.4 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto.

9.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

9.6 Counterparts; Effectiveness; Third Party Beneficiaries

This Agreement may be signed in any number of counterparts, by original or electronic signature, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective as to each party relative to the other party hereto when such party shall have signed a counterpart hereof and shall have received a counterpart hereof signed by such other party hereto. Until and unless a party has received a counterpart hereof signed by each other party hereto, this Agreement shall have no effect. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the parties and their respective successors and permitted assigns.

9.7 Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, among the parties with respect to the subject matter hereof.

9.8 Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder

of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible, but only so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

9.9 Specific Performance

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the courts of Ontario, in addition to any other remedy to which they are entitled at law or in equity. Each party agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

AXO COPPER CORP.

Per: "Jonathan Egilo"

Name: Jonathan Egilo

Title: President & Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

OSISKO DEVELOPMENT CORP.

Per: "Sean Roosen"

Name: Sean Roosen

Title: Chairman & Chief Executive Officer

Exhibit A
Mineral Rights

[redacted - commercially sensitive information]

Exhibit B
Form of Lock-Up Agreement

[date]

To: Axo Copper Corp. (the “Corporation”)

Reference is made to the securities purchase agreement dated November 21, 2025 (the “**Purchase Agreement**”) between the Corporation and the undersigned (the “**Holder**”). Capitalized terms used but not otherwise defined in this lock-up agreement (the “**Lock-Up Agreement**”) have the meanings ascribed to them in the Purchase Agreement.

In consideration of the benefit that the transactions contemplated by the Purchase Agreement will confer upon the Holder, including but not limited to the issuance of the Consideration Shares to the Holder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Holder agrees that, during the period commencing on the Closing Date and ending on the date that is 12 months following the Closing Date (the “**Lock-Up Period**”), the Holder shall not, without obtaining the prior written consent of the Corporation, which consent shall not be unreasonably withheld, directly or indirectly, offer, sell, secure, pledge, contract to sell, grant or sell any option, right or warrant to purchase, make any short sale, lend, swap, or otherwise lend, dispose of, transfer, assign, engage in any hedging transaction with respect to, or announce any intention to do so, any Consideration Shares, or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of the Consideration Shares whether such transaction is settled by the delivery of shares, other securities, cash or otherwise. For greater certainty, this Lock-Up Agreement shall not apply to any Axo Shares acquired through open market transactions by the Holder after the date hereof.

Notwithstanding the foregoing, during the Lock-Up Period, the Holder may, without the prior written consent of the Corporation:

- (a) transfer, sell or tender any or all of the Consideration Shares pursuant to a take-over bid (as defined in the *Securities Act* (Ontario)) or any other transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control or other similar transaction of the Corporation (provided that all Consideration Shares not transferred, sold or tendered remain subject to this Lock-Up Agreement) and provided further that it shall be a condition of transfer that if such takeover bid or other transaction is not completed, any Consideration Shares subject to this undertaking shall remain subject to the restrictions in this Lock-Up Agreement; and
- (b) transfer any or all of the Consideration Shares to any nominee or custodian where there is no change in beneficial ownership, provided that all Consideration Shares shall remain subject to this Lock-Up Agreement.

The Holder represents and warrants that (i) it now has, and, except as contemplated above, for the duration of this Lock-Up Agreement, will have, good and marketable title to the Consideration Shares, and (ii) it has full power and authority to enter into this Lock-Up Agreement.

The obligations of the Holder under this Lock-Up Agreement may be waived in whole or part by the Corporation in its sole discretion by written instrument executed by the Corporation.

The Holder further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the Holder’s legal representatives, successors, and assigns. The rights and obligations hereunder shall not be

assigned. This Lock-Up Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ACCEPTED as of the first date written above.

OSISKO DEVELOPMENT CORP.

Authorized Signatory

Exhibit C
Amended Stream Agreement

See attached.

**AMENDED AND RESTATED GOLD AND SILVER PURCHASE
AGREEMENT**

OR ROYALTIES INTERNATIONAL LTD.

– and –

SAPUCHI MINERA, S. de R.L. de C.V.

●, 2025

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THIS AMENDED AND RESTATED GOLD AND SILVER PURCHASE AGREEMENT
dated as of ●, 2025.

BETWEEN:

OR ROYALTIES INTERNATIONAL LTD., (formerly named Osisko Bermuda Limited), an exempted company existing under the laws of Bermuda

(the “**Purchaser**”)

- and -

SAPUCHI MINERA, S. de R.L. de C.V., a limited liability company organized under the laws of Mexico

(the “**Seller**”)

WITNESSES THAT:

WHEREAS the Seller and the Purchaser entered into the Original Agreement pursuant to which the Seller agreed to sell to the Purchaser, and the Purchaser agreed to purchase from the Seller, an amount of Refined Gold equal to the Designated Percentage of Payable Gold and an amount of Refined Silver equal to the Designated Percentage of Payable Silver produced from the San Antonio Project, subject to and in accordance with the terms and conditions of the Existing Agreement;

AND WHEREAS the Seller and the Purchaser wish to amend and restate the Existing Agreement on the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties mutually agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

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

“**Abandonment Property**” has the meaning set out in Section 7.3.

“**Additional Amount**” has the meaning set out in Section 13.2(b).

“**Additional Permits**” has the meaning set out in Schedule D-(h)(iii).

“**Additional Term**” has the meaning set out in Section 4.1(a).

“Affiliate” means, in relation to any person, any other person who is, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such first mentioned person.

“Agreement” means this Amended and Restated Gold and Silver Purchase Agreement and all attached schedules, in each case as the same may be amended, restated, amended and restated, supplemented, modified or superseded from time to time in accordance with the terms hereof.

“Amendment Date” means the date of this Agreement.

“Annual Compliance Certificate” means a certificate signed by an authorized senior officer of the Seller certifying that as of the date of such certificate:

- (a) all of the representations and warranties made by the Seller pursuant to this Agreement are true and accurate in all material respects (other than those representations and warranties which are subject to a materiality qualifier, which representations and warranties shall be true and accurate in all respects) as if made on and as of the date of such certificate, including material compliance with environmental laws;
- (b) no Seller Event of Default or Material Adverse Effect has occurred and is continuing as of the date of such certificate; and
- (c) no event which with notice or lapse of time or both would become a Seller Event of Default has occurred and is continuing as of the date of such certificate;

in each case, except as specified in such certificate, together with all material information relating to such exception, including, if applicable, any action which the Seller Group Entities have taken or propose to take with respect thereto.

“Annual Forecast Report” means a written report in relation to a fiscal year with respect to the San Antonio Project, to be prepared by or on behalf of the Seller, including with reasonable detail a forecast, based on the current Operating Plan, for such fiscal year on a month-by-month basis and over the remaining life of the mine on a year-by-year basis, including:

- (a) the amount and a description of planned development, operating and capital expenditures;
- (b) types, ounces and grades of gold and silver to be mined;
- (c) types, ounces and grades of gold and silver to be stockpiled;
- (d) with respect to the processing facilities, the types, ounces and grades of gold and silver to be processed; expected recoveries for gold and silver; and expected doré and concentrates weight and gold and silver grade;

- (e) if updated from the Previous Annual Forecast Report, a statement setting out the mineral reserves and mineral resources (by category) prepared in accordance with NI 43-101 (with the assumptions used, including cut-off grade, metal prices and metal recoveries); and
- (f) such other information as the Purchaser may reasonably request.

“Applicable Laws” means any international, federal, state, provincial, territorial, local or municipal law, regulation, ordinance, code, order or other requirement or rule of law or the rules, policies, orders or regulations of any Governmental Authority or stock exchange, including any judicial or administrative interpretation thereof, applicable to a person or any of its properties, assets, business or operations.

“Applicable Percentage” has the respective meanings set out in Sections 6.5(b) and 6.5(d).

“Approved Purchaser” means a Person which (A) (i) has sufficient financial resources to perform the obligations of the Seller and each Seller Group Entity under this Agreement and under the Seller Group Entity Guarantees, (ii) has either net financial assets reflected on its most recent audited balance sheet of not less than \$[redacted - commercially sensitive information] (or the Exchange Equivalent thereof) or a market capitalization of not less than \$[redacted - commercially sensitive information] (or the Exchange Equivalent thereof) immediately prior to the announcement of the Change of Control or Transfer, as applicable, and (iii) has sufficient mining, engineering, operational and technical capability to continue the development and operation of the San Antonio Project and in a manner that provides reasonable assurance that the San Antonio Project will be developed and operated in a commercially reasonable manner and in accordance with Good Industry Practice, the Operating Plan and this Agreement, or (B) has been pre-approved in writing by the Purchaser in its sole discretion.

“Arbitration Rules” means the International Arbitration Rules of the American Arbitration Association.

“Associate” has the meaning ascribed to such term in the *Securities Act* (Ontario), as in effect on the Amendment Date.

“Business” means the business of the Seller and the other Project Entities, on a consolidated basis.

“Business Day” means any day other than a Saturday or Sunday or a day that is a statutory holiday under the laws of Nova Scotia, Mexico or Bermuda.

“Canadian Holdco” means 17388624 Canada Inc., a corporation incorporated under the *Canada Business Corporations Act*, and its successors and permitted assigns.

“Change of Control” of a person (the **“Subject Person”**) means the consummation of any transaction, including any consolidation, arrangement, amalgamation or merger or any issue, Transfer or acquisition of voting securities, the result of which is that any other person or group of other persons acting jointly or in concert for purposes of such transaction

(1) becomes the beneficial owner, directly or indirectly, of more than 50% of the voting securities of the Subject Person or (2) otherwise acquires control, directly or indirectly, of the Subject Person.

“Claim” means any claim or liability of any nature whatsoever, including any demand, obligation, liability, debt, cause of action, suit, proceeding, judgment, award, assessment or reassessment.

“Closing Date” means the date on which the Seller has satisfied the conditions in Section 3.2.

“Collateral” means all of the property, assets, undertaking and rights of the Seller Group Entities in and relating to the San Antonio Project, whether now owned or existing or hereafter acquired or arising, including real property, personal property and Mineral Interests, and specifically including, but not limited to: (a) the San Antonio Property; (b) all accounts, instruments, chattel paper, deposit accounts, documents, intangibles, goods (including inventory, equipment and fixtures), money, letter of credit rights, supporting obligations, claims, causes of action and other legal rights and investment property; (c) all products, proceeds (including proceeds of proceeds), rents and profits of the foregoing; and (d) all books and records of the Seller Group Entities related to any of the foregoing.

“Commencement of Commercial Production” means the time when the Process Plant has operated to process Minerals over [*redacted - time period*] consecutive days, at an average of [*redacted*] % of design capacity as set forth in the Operating Plan most recently approved by the Purchaser.

“Common Shares” means the common shares in the capital of the Parent.

“Commingling Plan” has the meaning set out in Section 6.3.

“Confidential Information” has the meaning set out in Section 6.6(a).

“Contaminant” means any solid, liquid, gas, odor, heat, sound, vibration, radiation, or combination of any of them, that is reasonably expected to:

- (a) materially impair the quality of the environment for any use that can be made of it;
- (b) materially injure or damage property or plant or animal life;
- (c) materially and adversely affect the health of any individual;
- (d) materially impair the safety of any individual;
- (e) materially render any plant or animal life unfit for use by man; or
- (f) create a liability under any Environmental Law;

and includes any “contaminant” within the meaning assigned to such term in any Environmental Law.

“Contingent Delivery Date” has the meaning set out in Section 2.2(b).

“Contingent Production Ounces” has the meaning set out in Section 2.2(b).

“Contract” means in respect of any person, any written or oral agreement, indenture, contract, lease, sublease, deed of trust, licence, option or other legal enforceable obligation of, or in favour of the applicable person.

“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.

“Date of Delivery” has the meaning set out in Section 2.2(b).

“Deposit” has the meaning set out in Section 3.1.

“Deposit Balance” means, at any time, the amount equal to A minus B, where

A is the aggregate amount of any portion of the Deposit advanced to Seller; and

B is the sum of (i) the product resulting from multiplying (1) the number of ounces of Refined Gold delivered to the Purchaser pursuant to this Agreement (excluding Contingent Production Ounces), by (2) an amount equal to the difference between (x) the Gold Reference Price on the day immediately preceding the applicable Date of Delivery, and (y) the Gold Transfer Price for such Refined Gold, and (ii) the product resulting from multiplying (3) the number of ounces of Refined Silver delivered to the Purchaser pursuant to this Agreement, by (4) an amount equal to the difference between (x) the Silver Reference Price on the day immediately preceding the applicable Date of Delivery, and (y) the Silver Transfer Price for such Refined Silver.

“Deposit Repayment Default Amount” has the meaning set out Section 11.2(a)(ii);

“Deposit Reduction Date” means the date on which the Deposit Balance is reduced to nil in accordance with this Agreement.

“Designated Percentage of Payable Gold” means 7.15% of the number of ounces of Payable Gold in respect of any Minerals from the San Antonio Property for which any Seller Group Entity receives an Offtaker Settlement.

“Designated Percentage of Payable Silver” means 7.15% of the number of ounces of Payable Silver in respect of any Minerals from the San Antonio Property for which any Seller Group Entity receives an Offtaker Settlement.

“Disclosure Letter” means the disclosure letter from the Seller to the Purchaser dated the date of the Original Agreement.

“Distribution” means, with respect to any Project Entity:

- (a) the retirement, redemption, retraction, purchase or other acquisition by such Project Entity of any securities of any Seller Group Entity;
- (b) the declaration or payment of any dividend, return of capital or other distribution (in cash, securities or other property or otherwise) of, on or in respect of, any securities of such Project Entity;
- (c) any payment, repurchase or other acquisition by such Project Entity of, or on account of, any debt of any Seller Group Entity held by such Project Entity, including in respect of principal, interest, bonus, premium or otherwise; or
- (d) any other payment or distribution (in cash, securities or other property, or otherwise) by such Project Entity of, on or in respect of its securities.

“Encumbrances” means any and all mortgages, charges, assignments, hypothecs, pledges, security interests, liens, contractual rights of set-off and other encumbrances of every nature and kind, whether contingent or absolute and any agreement, option or privilege capable of becoming any of the foregoing (whether consensual, arising by law or otherwise) that secures the payment of any Indebtedness or liability or the observance, payment or performance of any obligation.

“Environmental Laws” means all Applicable Laws relating to the protection of the environment, natural resources, human health and safety, Hazardous Substances, the assessment of environmental and social impacts or the rehabilitation, reclamation and closure of lands used in connection with the San Antonio Project.

“Exchange Equivalent” means, as of any particular date, with reference to any amount (the **“original amount”**) expressed in a particular currency (the **“original currency”**), the amount expressed in another currency which would be required to buy the original amount of the original currency using the Bank of Canada daily rate of exchange published on the Bank of Canada website on such date (or for the preceding Banking Day if such rate is not available at the relevant time).

“Excluded Taxes” has the meaning set out in Section 13.2(c).

“Existing Agreement” means the Original Agreement, as amended by the amending agreement dated as of January 31, 2021 between the Purchaser and the Seller.

“Gold Purchase Price” has the meaning set out in Section 2.4.

“Gold Reference Price” means, with respect to any day, the daily per ounce LBMA PM Fixing Gold Price in U.S. dollars quoted by the London Bullion Market Association for Refined Gold on such day or, if such day is not a trading day, the immediately preceding trading day; provided that if, for any reason, the LBMA PM Fixing Gold Price is no longer confirmed, acknowledged or quoted by the London Bullion Market Association, the Gold Reference Price shall be determined by reference to the price of Refined Gold on a commodity exchange acceptable to the Purchaser, acting reasonably.

“Gold Transfer Price” means, in respect of each delivery of Refined Gold by the Seller to the Purchaser hereunder, 30% of the Gold Reference Price.

“Good Industry Practice” means, in relation to any decision or undertaking, the exercise of that degree of diligence, skill care, prudence, oversight, economy and stewardship which is commonly observed or would reasonably be expected to be observed by international mining companies in the operation of projects similar to the San Antonio Project in the United States or Canada.

“Governmental Authority” means any international, federal, state, provincial, territorial, municipal or local government, agency, department, ministry, authority, board, tribunal, commission or official, including any such entity with power to tax, or exercise regulatory or administrative functions, or any court, arbitrator (public or private), stock exchange or securities commission.

“Guarantees” means, collectively, the Project Entity Guarantees and the Parent Guarantee.

“Guaranteed Obligations” means all present and future debts, liabilities and obligations of the Seller or any other Seller Group Entity to the Purchaser under or in connection with this Agreement or the other Transaction Documents, including its obligations under Article 2 and to pay any amounts under this Agreement, including an award of the arbitrators under Section 15.1.

“Guaranteed Parent Indebtedness” means any Indebtedness of the Parent or any Affiliate thereof that is guaranteed by any Project Entity or in respect of which any Project Entity has indemnified the lender or provider thereof or otherwise given any credit support.

“Guarantor Collateral” has the meaning set out in Section 9.2(a).

“Guarantor Security Agreements” has the meaning set out in Section 9.2(a).

“Guarantor Security Documents” has the meaning set out in Section 9.2(a).

“Guarantor Security Supporting Documents” has the meaning set out in Section 9.2(a).

“Hazardous Substances” means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, Contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, tailings, wasterock, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls, chlorinated solvents and asbestos.

“Indebtedness” of any person means, without duplication:

- (a) all obligations of such person for borrowed money and all obligations of such person evidenced by bonds, debentures, notes, bills or other similar instruments;

- (b) all obligations, contingent or otherwise, relative to the face amount of all letters of credit, whether or not drawn, and banker's acceptances issued for such person's account;
- (c) all obligations of such person under any lease that is required to be classified and accounted for as a capital or financed lease for financial accounting purposes or under any synthetic lease, tax retention, operating lease or other lease having substantially the same economic effect as a conditional sale, title retention agreement or similar arrangement;
- (d) all obligations of such person in respect of the deferred purchase price of property or services including pursuant to this Agreement or any other forward or prepaid sale of a Mineral Interest (excluding current accounts payable incurred in the ordinary course of business);
- (e) all indebtedness of another person secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Encumbrance, upon or in property owned by such person, even if such person has not assumed or become liable for the payment of such obligations or such obligations are limited in recourse;
- (f) all obligations of such person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such person (even if the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property);
- (g) all guarantees, indemnities and other obligations (contingent or otherwise) of such person in respect of Indebtedness of another person; and
- (h) all obligations of such person to purchase, redeem, retire, defease or otherwise acquire for value any equity, ownership or profit interests in such person within ten years from the date of issuance thereof.

For greater certainty, "Indebtedness" shall not include any "good faith" payments to be made by the Seller pursuant to certain historical accounts payable, as further described in the Disclosure Letter.

"Initial Term" has the meaning set out in Section 4.1(a).

"Insolvency Event" means, in relation to any person, any one or more of the following events or circumstances:

- (a) proceedings are commenced for the winding-up, liquidation or dissolution of it, unless it in good faith actively and diligently contests such proceedings resulting in a dismissal or stay thereof within [*redacted – time period*] of the commencement of such proceedings;
- (b) a decree or order of a court of competent jurisdiction is entered adjudging it to be bankrupt or insolvent (unless vacated), or a petition seeking reorganization,

arrangement or adjustment of or in respect of it is approved under Applicable Laws relating to bankruptcy, insolvency or relief of debtors;

- (c) it makes an assignment for the benefit of its creditors, or petitions or applies to any court or tribunal for the appointment of a receiver or trustee for itself or any substantial part of its assets or property, or commences for itself or acquiesces in or approves or has filed or commenced against it any proceeding under any Applicable Law relating to bankruptcy, insolvency, reorganization, arrangement or readjustment of debt or any proceeding for the appointment of a receiver or trustee for itself or any substantial part of its assets or property, or has a liquidator, administrator, receiver, trustee, conservator or similar person appointed with respect to it or any substantial portion of its property or assets unless such proceeding, assignment or appointment is involuntary and dismissed, vacated or stayed within [*redacted – time period*] of commencement of such proceeding; or
- (d) a resolution of its board of directors is passed for any of the foregoing.

“Intellectual Property” means all trade-marks, trade names, business names, patents, inventions, know-how, copyrights, service marks, brand names, industrial designs and all other industrial or intellectual property owned or used by the Seller or any other Seller Group Entity in connection with the San Antonio Project, and all applications therefor and all goodwill in connection therewith, including all licences, registered user agreements and all like rights used by or granted to the Seller or any Seller Group Entity in connection with the San Antonio Project.

“Intercreditor Principles” means the intercreditor principles set out in Schedule B.

“Lenders” means the lenders, administrative agents and collateral agents or trustees, as applicable, from time to time under or in respect of any Project Facility.

“Losses” means any and all damages, claims, losses, diminution of value, liabilities, fines, injuries, costs, penalties and expenses (including reasonable legal fees). Losses shall not include consequential, special, exemplary, indirect, incidental or punitive damages or loss of profits or opportunity except to the extent such losses are awarded to a third party in connection with a Third Party Claim.

“Lot” means the applicable quantity of each shipment of concentrate or any other product containing Minerals to an Offtaker pursuant to an Offtake Agreement.

“Market Offtake Agreement” means an Offtake Agreement between a Seller Group Entity and an arm’s length third party Offtaker which agreement is on terms consistent with market practice for an offtake agreement in respect of the Minerals in circumstances where the Seller has the full economic interest in the gold and silver produced from the San Antonio Property in absence of this Agreement.

“Material Adverse Effect” means any change, event, occurrence, circumstance, fact or effect that, when taken individually or together with all other events, occurrences, changes or effects has, or could reasonably be expected to have, a material adverse effect on:

- (a) the operations, results of operations, business, affairs, properties, assets, prospects, liabilities and obligations (contingent or otherwise), capitalization or condition (financial or otherwise) of the Seller Group Entities, taken as a whole;
- (b) the San Antonio Project, including (A) the ability of (1) the Seller or any other Seller Group Entity to perform its obligations under any Transaction Document, as applicable, or (2) the Seller to develop or operate the San Antonio Project substantially in accordance with the Operating Plan in effect at the time of the occurrence of such change, event, occurrence, circumstance, fact or effect; or (B) any significant decrease to expected gold or silver production from the San Antonio Project based on the Operating Plan in effect at the time of the occurrence of such change, event, occurrence, circumstance, fact or effect; or
- (c) the legality, validity, binding effect or enforceability against the Seller or any other Seller Group Entity of any Transaction Document to which it is a party or the Purchaser's rights and remedies under the Security Documents,

provided, in each case, that it shall not include any event, change or effect resulting from (i) the announcement of the execution of this Agreement or any other Transaction Document contemplated herein or therein; or (ii) any change in commodity prices (it being understood that the underlying effects, events, facts or occurrences giving rise to (i) or (ii) that are not otherwise excluded by this proviso may be determined, acting reasonably, to constitute, or give rise to, a Material Adverse Effect).

“Material Contract” means any Contract which is material to the Business, having regard to the potential consequences of the breach, loss or termination of such Contract, and which includes a Contract that involves the potential expenditure of more than \$[*redacted - commercially sensitive information*] in the aggregate.

“Mineral Interest” means any royalty, stream, participation or production interest, or any agreements that are similar to a royalty, stream, participation or production interest agreement, in each case in respect of any Minerals.

“Mineral Reserves” means proven mineral reserves and probable mineral reserves as defined and incorporated under NI 43-101.

“Minerals” means any and all marketable metal bearing material in whatever form or state that is mined, produced, extracted or otherwise recovered from the San Antonio Property, and including any such material derived from any processing or reprocessing of any tailings, waste rock or other waste products originally derived from the San Antonio Property, and including ore and any other products resulting from the further milling, processing or other beneficiation of Minerals, including concentrates or doré.

“Monthly Development and Operations Report” means a written report prepared by or on behalf of the Seller in relation to the immediately preceding calendar month, which report shall include all material information pertaining to the development or operations of the San Antonio Project, including the following information for such month:

- (a) a review of the permitting, development or operating activities for the month and a report on any material issues, departures from, or contemplated or potential changes to the Operating Plan, as applicable;
- (b) a summary of the actual Project Costs incurred on a cumulative and monthly basis (including costs committed to and/or actually funded, and, if applicable, the expected time of funding);
- (c) variances of actual Project Costs from projected Project Costs in the Operating Plan and any actual or expected adverse impact on the production or recovery of Produced Gold or Produced Silver, whether as to quantity or timing, together with the details of the plans to resolve or mitigate such matters;
- (d) the percentage completion of the major elements of construction compared to the Operating Plan;
- (e) the anticipated date of Commencement of Commercial Production, if it has not already occurred;
- (f) an update on any changes to the rights and interests comprising the San Antonio Property; and
- (g) details of any material health and safety violations and/or material violations of Applicable Laws; and
- (h) such other information as the Purchaser may reasonably request.

“Monthly Production and Sales Report” means a written report in relation to a calendar month with respect to the San Antonio Project that contains, for such month:

- (a) types of mineralisation, ounces and grades of mined gold and silver;
- (b) types of mineralisation, ounces and grades of stockpiled gold and silver;
- (c) tonnes of Minerals processed by and resulting concentrates from the processing facilities related to the San Antonio Project in total and separately with respect to the San Antonio Property, and similar information with respect to any other processing facilities;
- (d) the number of ounces of gold and silver contained in Minerals processed during such month but not delivered to an Offtaker by the end of such month;
- (e) a summary of deliveries made to Offtakers during such month showing, among other things, provisional Refined Gold, Produced Gold, Refined Silver and Produced Silver amounts and related Offtaker Settlements and any final settlement adjustments made during such month;
- (f) copies of available Offtaker Settlement Sheets and other Offtaker statements, invoices or receipts, or if the sharing of such documents is restricted by applicable confidentiality restrictions or Applicable Laws, such other information that will

allow the Purchaser to verify all aspects of the deliveries of Refined Gold and Refined Silver and compliance with other provisions of this Agreement;

- (g) the aggregate number of ounces of Refined Gold and Refined Silver delivered to the Purchaser under this Agreement up to the end of such month;
- (h) a detailed calculation of the Deposit Balance as of the end of such month; and
- (i) such other information regarding the calculation of the amount of Refined Gold and Refined Silver delivered to the Purchaser as the Purchaser may reasonably request.

“Net Present Value of the Remaining Stream” means the net present value of the Purchaser’s rights under this Agreement based on (i) the calculation methodology contained in the then current Operating Plan, (ii) the future production set forth in the then current Operating Plan, and (iii) published Selected Commodity Analysts consensus annual future prices for gold and silver.

“Net Proceeds” means, with respect to the receipt of proceeds under Sections 6.5(b), 6.5(d) and 6.5(e), the aggregate amount received by the Seller Group Entities less the fees, costs and other out-of-pocket expenses (as evidenced by supporting documentation provided to the Purchaser upon request) incurred or paid to a third party by any Seller Group Entity in connection with the claim giving rise to such proceeds, without deduction for any insurance premiums or similar payments.

“NI 43-101” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators, as it may be amended from time to time, or any successor instrument, rule or policy.

“Notice of Offer” has the meaning set out in Section 6.11.

“Offered Interest” has the meaning set out in Section 6.11.

“Offtake Agreement” means any agreement entered into by any Seller Group Entity with any person (including spot sales) (i) for the sale of Minerals to such person (other than an intra-company sale between the Seller Group Entities that precedes the sale of Minerals to an arm’s length third party), or (ii) for the smelting, refining or other beneficiation of Minerals by such person for the benefit of any Seller Group Entity, as may be amended, restated, amended and restated, supplemented, modified or superseded from time to time.

“Offtaker” means any person that enters into an Offtake Agreement with a Seller Group Entity.

“Offtaker Settlement” means (i) with respect to Minerals purchased by an Offtaker from a Seller Group Entity, the receipt by the Seller Group Entity of payment, or other consideration from the Offtaker, whether provisional or final, and (ii) with respect to Minerals refined, smelted or otherwise beneficiated by an Offtaker on behalf of a Seller Group Entity, the receipt by the Seller Group Entity of Refined Gold, Refined Silver or other materials or payments derived from or relating to Produced Gold or Produced Silver in accordance with the applicable Offtake Agreement.

“Offtaker Settlement Sheets” means the final documents from an Offtaker (or if such final documents are not available in the case of a provisional payment, the relevant documents on which such provisional payment has been determined) or such other relevant documents, in each case evidencing at least the amount of Minerals, including Produced Gold and Produced Silver, in each Lot.

“Operating Plan” means the development plan or operating plan, as applicable, for the San Antonio Project, as the same may be amended, supplemented or replaced in accordance with the provisions of this Agreement from time to time.

“Original Agreement” means the gold and silver purchase agreement dated as of November 20, 2020 between the Seller and the Purchaser.

“Other Minerals” means any and all marketable metal bearing material in whatever form or state (including ore) that is mined, produced, extracted or otherwise recovered from any location that is not within the San Antonio Property.

“Parent” means the person that is not controlled by any other person and that controls the Seller. For greater certainty, the Parent as of the Amendment Date is Axo Copper Corp.

“Parent Guarantee” has the meaning set out in Section 9.1(b).

“Parties” means the parties to this Agreement.

“Payable Gold” means during the Term (i) with respect to Minerals delivered to the Offtaker in the form of concentrate or doré pursuant to a Market Offtake Agreement, the applicable payable percentage that the Offtaker pays on Produced Gold contained in any Offtake Settlement, as determined on the basis of the Offtaker Settlement Sheets, and as otherwise determined in accordance with Section 2.1(b), and (ii) with respect to Minerals delivered to the Offtaker in any other form other than concentrate or doré or not pursuant to a Market Offtake Agreement, minimum [redacted]% payability, and as otherwise determined in accordance with Section 2.1(b).

“Payable Silver” means during the Term (i) with respect to Minerals delivered to the Offtaker in the form of concentrate or doré pursuant to a Market Offtake Agreement, the applicable payable percentage that the Offtaker pays on Produced Silver contained in any Offtake Settlement, as determined on the basis of the Offtaker Settlement Sheets, and as otherwise determined in accordance with Section 2.1(b), and (ii) with respect to Minerals delivered to the Offtaker in any other form other than concentrate or doré or not pursuant to a Market Offtake Agreement, minimum [redacted]% payability, and as otherwise determined in accordance with Section 2.1(b).

“PCMLA” means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

“Perfection Outside Date” has the meaning set out in Section 8.1(a).

“Permits” means all material licenses, permits, approvals (including environmental approvals), authorizations, rights (including surface and access rights), privileges,

concessions or franchises necessary for the development and operation of the San Antonio Project, including any contemplated by the Operating Plan, as amended from time to time.

“Permitted Disposition” means (i) any Transfer of Minerals in accordance with this Agreement, (ii) any Transfer of obsolete, worn out or no longer useful tangible personal property, or any tangible personal property that is being replaced with newly acquired tangible personal property, whether now owned or hereafter acquired, (iii) any Transfer of other assets of the Seller or any other Project Entity the aggregate fair value of which shall not exceed \$[redacted - commercially sensitive information] (or the Exchange Equivalent thereof) in any twelve (12)-month period, (iv) the grant of a Permitted Encumbrance, and (v) any abandonment in compliance with Section 7.3.

“Permitted Distributions” means (a) any Distributions among Project Entities, and (b) Distributions to the Seller to the extent required by the Seller, and used by the Seller, to satisfy any obligations under the terms of any Permitted Indebtedness.

“Permitted Encumbrances” means any Encumbrance in respect of the San Antonio Project constituted by the following:

- (a) inchoate or statutory liens for taxes, assessments, royalties, property improvements, rents or charges not at the time due or payable, or being contested in good faith through appropriate proceedings and for which adequate reserve has been made;
- (b) statutory liens incurred, or pledges or deposits made, under worker’s compensation, employment insurance and other social security legislation other than in each case in the context of a breach of Applicable Laws or Permits, and liens and claims incidental to construction, mechanics’, warehousemen’, carriers’, suppliers’, repairmen’, storage and similar liens provided the obligations secured by any such Encumbrance are not yet due and payable or, if due, are being contested in good faith by appropriate proceedings and for which adequate reserves have been made;
- (c) interests, rights of way for or reservations or rights of others in relation to applicable roads, sewers, water lines, gas lines, electric lines, telegraph and telephone lines, and other similar utilities, or zoning by-laws, ordinances, surface access rights or other restrictions as to the use of the San Antonio Property, which do not in the aggregate materially detract from the use of the San Antonio Property, for the purpose of conducting and carrying out mining operations thereon.
- (d) liens or other rights granted by the Seller or any other Seller Group Entity to secure performance of statutory obligations or regulatory requirements (including reclamation obligations) in connection with the San Antonio Project, which do not in the aggregate materially detract from the use of the San Antonio Property, for the purpose of conducting and carrying out mining operations thereon;
- (e) a right of title retention in connection with the acquisition by the Seller or any other Project Entity of goods in the ordinary course of business;
- (f) security deposits with any Governmental Authority and utilities in the ordinary course of business of the Seller or any other Project Entity;

- (g) the Security Documents;
- (h) liens granted to secure Indebtedness permitted under items (a) (Project Facility), (b) (Permitted Hedging), (c) (equipment and receivable financings) or (h) (corporate credit card facility) of the definition of Permitted Indebtedness;
- (i) any Encumbrances securing Indebtedness, the outstanding principal amount of which (when aggregated with the outstanding principal or net liability amount of any other Indebtedness which has the benefit of Encumbrances given by any Project Entity pursuant to this paragraph (i)) does not exceed in the aggregate \$[redacted - commercially sensitive information] (or the Exchange Equivalent thereof) provided such Encumbrances rank subordinate in interest to the Security pursuant to a subordination agreement in form and substance satisfactory to the Purchaser, acting reasonably;
- (j) any Encumbrance arising under standard bank account agreement terms with respect to a bank account of such Person;
- (k) any Encumbrance created by a judgment of a court of competent jurisdiction, so long as either (i) such judgment is being contested in good faith through appropriate proceedings, an adequate reserve has been made and any enforcement thereof against the assets of the Project Entities is stayed, or (ii) such judgment is in respect of an amount less than \$[redacted - commercially sensitive information] (or the Exchange Equivalent thereof), and in the case of a judgment referred to in paragraphs (i) or (ii) hereof such judgment does not have a material impact on any construction, development or mining operations relating to the San Antonio Project;
- (l) any Encumbrance created with the Purchaser's prior written consent; and
- (m) any Encumbrance existing at the Amendment Date¹.

“Permitted Hedging” means derivative or hedging arrangements entered into pursuant to a hedging plan and policy approved by the Purchaser, acting reasonably.

“Permitted Indebtedness” means, in respect of any Project Entity:

- (a) Indebtedness incurred and available to be drawn under a Project Facility in accordance with Section 6.9(c) (including Permitted Hedging obligations prior to Commencement of Commercial Production);
- (b) Permitted Hedging obligations following the Commencement of Commercial Production;
- (c) Indebtedness incurred by the Seller or any other Project Entity constituting (a) equipment financing that is secured only by the underlying equipment, attendant

¹ NTD: Subject to ORI's review of updated lien searches to come from Axo's counsel

parts and manuals and any insurance policies in respect of the equipment only, and
(b) receivable financing that is secured only by the underlying receivables;

- (d) Indebtedness incurred under this Agreement or the Security Documents or secured by any Permitted Encumbrances;
- (e) Indebtedness in respect of surety or completion bonds, standby letters of credit or letters of guarantee securing mine closure, asset retirement and environmental reclamation obligations of the Seller or any other Project Entity to the extent required by Applicable Laws or Governmental Authority;
- (f) any unsecured liability under any agreement entered into in the ordinary course of business for the acquisition of any asset or service where payment for the asset or service is deferred for a period of not more than [*redacted – time period*];
- (g) Indebtedness incurred by a Project Entity from another Seller Group Entity that is unsecured and is subject to a Subordination and Postponement of Claims;
- (h) Indebtedness related to a corporate credit card facility, provided that the aggregate amount of all such Indebtedness does not exceed \$[*redacted - commercially sensitive information*] (or the Exchange Equivalent thereof) at any time;
- (i) any unsecured obligations constituting ordinary course settlements for product delivered under any Offtake Agreement;
- (j) any unsecured Indebtedness or secured Indebtedness subordinated to the Security, in each case that is not already contemplated above, which shall be limited to a maximum aggregate amount at any particular time of \$[*redacted - commercially sensitive information*] (or the Exchange Equivalent thereof) and provided that any lender or other Person to whom such secured Indebtedness is owed has entered into a subordination agreement with the Purchaser in form and substance satisfactory to the Purchaser, acting reasonably; and
- (k) any other Indebtedness with the Purchaser's prior written consent.

“person” includes an individual, corporation, body corporate, limited or general partnership, joint stock company, limited liability corporation, joint venture, association, company, trust, bank, trust company, Governmental Authority or any other type of organization or entity, whether or not a legal entity.

“Pledged Shares” means all of the issued and outstanding equity and voting securities of a Seller Group Entity owned by another Seller Group Entity.

“Pre-approved Change of Control” means a Change of Control of all of the Seller Group Entities if:

- (a) the person acquiring control of any Seller Group Entity acquires control of all of the Seller Group Entities;

- (b) the person acquiring control of the Seller Group Entities is an Approved Purchaser, and if such person acquiring control is a subsidiary of an ultimate parent owner, then such ultimate parent owner and each of its Affiliates that would have a direct or indirect ownership interest in the Seller is an Approved Purchaser;
- (c) the person acquiring control of the Seller Group Entities (if such person is not controlled by any other person) or the person that is not controlled by any other person that controls the person acquiring control of the Seller Group Entities executes and delivers to the Purchaser on or prior to the date of such Change of Control a Parent Guarantee (in substantially the same form as the Parent Guarantee executed on the Amendment Date) in respect of the payment and performance of all of the Guaranteed Obligations;
- (d) no material consent for such Change of Control (including those which if not obtained would constitute a breach of Applicable Law) is required from any Governmental Authority or other person that has not already been obtained prior to the effectiveness of, and in connection with, such Change of Control; and
- (e) immediately prior to the Change of Control, there is no Seller Event of Default that has occurred and is continuing or an event or circumstance which, with notice or the passage of time would give rise to a Seller Event of Default and immediately after such Change of Control there shall not be a Seller Event of Default or an event or circumstance which, with notice or the passage of time would give rise to a Seller Event of Default (or its equivalent) in each case under the Agreement.

“Process Plant” means the process plant to be completed in connection with the San Antonio Project substantially as contemplated in the Operating Plan and used to process Minerals.

“Produced Gold” means any and all gold in whatever form or state that is contained in Minerals recovered from the San Antonio Property.

“Produced Silver” means any and all silver in whatever form or state that is contained in Minerals recovered from the San Antonio Property.

“Project Costs” means all capital expenditures incurred by the Seller or any other Seller Group Entity for the purposes of developing the San Antonio Project, including escalation, contingencies, initial working capital, taxes, duties, expenditures for plant equipment, spares and other capital goods, inventory, capital expenditures required to maintain the San Antonio Project at its design capacity (including repairs and replacements funded by insurance proceeds), interest during construction, financing fees and expenses and other development costs, as initially set out on Schedule B and as the same may be amended from time to time and provided to the Purchaser.

“Project Entity” means (i) as at the Amendment Date, the Seller, Canadian Holdco, and any subsidiary of the Parent that holds a direct or indirect interest in any other Project Entity, and (ii) from time to time, any other person or entity that subsequently acquires a Project Entity, provided for greater certainty, that if any such Project Entity transfers or otherwise ceases to hold any direct or indirect interest in a Project Entity or the Collateral

in accordance with Article 7, it will cease to be a Project Entity for the purposes of this Agreement and the other Transaction Documents.

“Project Entity Guarantees” has the meaning set out in Section 9.1(a).

“Project Facility” means any senior secured third party credit facility, including any cost overrun facility, the net proceeds of which are used solely to finance the development or any expansion, and the general working capital needs of the Seller related to the foregoing, of the San Antonio Project in accordance with Section 6.9.

“Project Financing Intercreditor Agreement” means an intercreditor agreement giving effect to and in accordance with the Intercreditor Principles.

“Project Net Present Value” means the net present value of the San Antonio Project based on (i) the calculation methodology contained in the then current Operating Plan, (ii) the future production set forth in the then current Operating Plan, and (iii) published Selected Commodity Analysts consensus annual future prices for Minerals.

“Purchaser” means OR Royalties International Ltd., and any successor thereto under this Agreement.

“Purchaser Event of Default” has the meaning set out in Section 12.1.

“Receiving Party” has the meaning set out in Section 6.6(a).

“Refined Gold” means marketable metal bearing material in the form of gold bars or coins that is refined to standards meeting or exceeding 995 parts per 1,000 fine gold, and otherwise conforming to the London Bullion Market Association (or a successor market, satisfactory to the Purchaser, acting reasonably) specifications for good delivery.

“Refined Silver” means marketable metal bearing material in the form of silver bars or coins that is refined to standards meeting or exceeding 9,995 parts per 10,000 fine silver, and otherwise conforming to the London Bullion Market Association (or a successor market, satisfactory to the Purchaser, acting reasonably) specifications for good delivery.

“Related Party” means, with respect to any person (the **“first named person”**), any person that does not deal at arm’s length with the first named person or is an Associate of the first named person and, in the case of the Seller, means (a) any director, officer, employee or Associate of the Seller or any subsidiary, (b) any person that does not deal at arm’s length with the Seller or any subsidiary, (c) any person that does not deal at arm’s length with, or is an Associate of, a director, officer, employee or Associate of the Seller or any subsidiary, and (d) any person who directly or indirectly owns or exercises control or direction over more than ten percent (10%) of the issued and outstanding common shares of the Seller.

“Re-registration” has the meaning set out in Section 6.12.

“San Antonio Project” means the San Antonio Project located in the State of Sonora, Mexico, including the mining, exploration and development operations conducted thereon, and the mines, infrastructure, equipment, inventory, processing facilities and other

facilities constructed and operated at or in respect of the San Antonio Project, including all Minerals and Permits.

“San Antonio Property” means all real property interests, mineral claims, mineral leases, surface access rights and other rights, concessions and interests relating to the San Antonio Project as set forth in Schedule A, and all buildings, structures, improvements, appurtenances and fixtures thereon or attached thereto, whether created privately or by the action of any Governmental Authority. “San Antonio Property” shall also include (i) any term extension, renewal, replacement, conversion or substitution of any such real property interests, mineral claims, mineral leases, surface access rights and any related rights, concessions or interests, owned or in respect of the San Antonio Project at any time during the Term, whether or not such ownership or interest is held continuously, (ii) all future rights, concessions and interests that are contiguous to such real property interests, mineral claims, mineral leases, surface access rights and other rights, concessions and interests, and (iii) all future other real property interests, mineral claims, mineral leases, surface access rights and other rights, concessions or interests that have the effect of increasing the size of the San Antonio Property, in the case of (ii) and (iii) to the extent such rights, concessions and interests are located within [redacted] kilometers from the outermost boundary of the current San Antonio Property and which any Seller Group Entity has an ownership or interest in.

“Securities Laws” means all applicable securities laws and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, orders, blanket rulings and other regulatory instruments of the Securities Regulators.

“Securities Regulators” means, collectively, the securities regulators or other securities regulatory authorities in the provinces of Canada and in any other jurisdictions whose Securities Laws are applicable to the Seller.

“Security” means the Encumbrances granted in favour of the Purchaser pursuant to the Security Documents.

“Security Documents” has the meaning set out in Section 8.1(b).

“Security Supporting Documents” has the meaning set out in Section 8.1(b).

“Selected Commodity Analysts” means the respective division, group or entity of each of the following, which is responsible for forecasting metal prices for gold, silver and other applicable metals: Bank of America Merrill Lynch, BMO Capital Markets, CIBC World Markets, Credit Suisse, GMP Securities, Morgan Stanley, RBC Capital Markets, Scotia Capital, TD Securities and UBS Securities, provided that any of the foregoing that has not published forecasts for the applicable metal(s) prior to end of the last calendar quarter shall be excluded with respect to such metal(s) and the foregoing list may be updated by the Parties, acting reasonably, in writing from time to time in order to remove and replace any institution that ceases to publish the relevant information. Where such term is used herein, the reference to consensus prices shall be determined based on the most recent forecast published by such persons.

“**Seller**” means Sapuchi Minera, S. de R.L. de C.V., and any successor thereto under this Agreement.

“**Seller Event of Default**” has the meaning set out in Section 11.1.

“**Seller Group Entity**” means (i) as at the Amendment Date, the Project Entities, the Parent and any subsidiary of the Parent that holds a direct or indirect interest in any other Seller Group Entity, and (iii) from time to time, any other person or entity that subsequently acquires a Seller Group Entity, provided for greater certainty, that if any such Seller Group Entity transfers or otherwise ceases to hold any direct or indirect interest in a Seller Group Entity or the Collateral in accordance with Article 7, it will cease to be a Seller Group Entity for the purposes of this Agreement and the other Transaction Documents.

“**Seller Property Pledge**” means the non-possessory pledge agreement dated November 23, 2022 by the Seller, as pledgor, and the Purchaser, as pledgee in respect of the San Antonio Property and all of the Seller’s movable assets, the Minerals and other Collateral.

“**Seller Shareholder Pledge**” means the non-possessory pledge agreement by the Parent and Canadian Holdco pledging all equity interests in the capital of the Seller, acknowledged by the Seller, in form and substance satisfactory to the Purchaser, acting reasonably.

“**Seller Suspension Event**” has the meaning set out in Section 12.1(b).

“**Shares**”, in the case of a body corporate, means shares (voting or otherwise) in the body corporate, and in the case of any other person, means shares, partnership or member interests, or voting, equity, participating or other ownership interests in that person, and includes any option or other right to acquire Shares and any security convertible into or exchangeable for Shares.

“**Silver Purchase Price**” has the meaning set out in Section 2.5.

“**Silver Reference Price**” means, with respect to any day, the daily per ounce LBMA Silver Price in U.S. dollars quoted by the London Bullion Market Association for Refined Silver on such day or, if such day is not a trading day, the immediately preceding trading day; provided that if, for any reason, the LBMA Silver Price is no longer confirmed, acknowledged or quoted by the London Bullion Market Association, the Silver Reference Price shall be determined by reference to the price of Refined Silver on a commodity exchange acceptable to the Purchaser, acting reasonably.

“**Silver Transfer Price**” means, in respect of each delivery of Refined Silver by the Seller to the Purchaser hereunder, 30% of the Silver Reference Price.

“**Subordination and Postponement of Claims**” means a subordination and postponement of claims in favour of the Purchaser in respect of Indebtedness of a Project Entity owing to a Seller Group Entity pursuant to which, among other things, the holder of such Indebtedness agrees that such Indebtedness will be subordinated and postponed to the Guaranteed Obligations and that no interest or principal in respect of such Indebtedness shall be payable while any Guaranteed Obligations remain outstanding, except as permitted

by Section 9.2(f), and that no Encumbrances have been or will be taken by such holder for such Indebtedness, and which shall otherwise be in form and substance satisfactory to the Purchaser acting reasonably.

“**subsidiary**” means, with respect to any person, any other person which is, directly or indirectly, controlled by that person.

“**Tax Returns**” means all returns, reports, declarations, elections, information statements and forms, including any schedules thereto, required by any Governmental Authority to be made, prepared or filed in respect of Taxes by the relevant entity.

“**Taxes**” means all taxes, surtaxes, duties, levies, imposts, tariffs, fees, assessments, reassessments, withholdings, dues and other charges of any nature, whether disputed or not, by a Governmental Authority, and instalments in respect thereof, including such amounts imposed or collected on the basis of: income; capital, real or personal property; payments, deliveries or transfers of property of any kind to residents or non-residents; purchases, consumption, sales, use, import, export of goods and services; mining; distributions; equity; together with penalties, fines, additions to tax and interest thereon; and “**Tax**” shall have a corresponding meaning.

“**Term**” has the meaning set out in Section 4.1(a).

“**Third Party**” has the meaning set out in Section 6.6(a)(i).

“**Third Party Agreement**” has the meaning set out in Section 6.11.

“**Third Party Offer**” has the meaning set out in Section 6.11.

“**Time of Delivery**” has the meaning set out in Section 2.2(b).

“**Transaction Documents**” means, collectively, this Agreement, the Guarantees, the Security Documents, the Project Financing Intercreditor Agreement, and each other agreement, document, instrument or certificate delivered for the benefit of the Purchaser pursuant to or otherwise in connection with any of this Agreement, the Guarantees and the Security Documents.

“**Transfer**” means to, directly or indirectly, sell, transfer, assign, convey, dispose or otherwise grant a right, title or interest (including expropriation or other transfer required or imposed by law or any Governmental Authority), whether voluntary or involuntary.

“**Vendor**” has the meaning set out in Section 6.11.

1.2 Certain Rules of Interpretation

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

- (a) The terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof.

- (b) References to an “Article”, “Section” or “Schedule” followed by a number or letter refer to the specified Article or Section of or Schedule to this Agreement.
- (c) Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (e) The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (f) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (g) A reference to a statute includes all regulations made pursuant to and rules promulgated under such statute and, unless otherwise specified, any reference to a statute or regulation includes the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation from time to time.
- (h) A reference to an agreement includes all schedules, exhibits and other appendices attached thereto and means such agreement as amended, supplemented, restated, amended and restated or replaced from time to time.
- (i) Time is of the essence in the performance of the Parties’ respective obligations under this Agreement.
- (j) Unless specified otherwise, in this Agreement a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Toronto time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 5:00 p.m. (Toronto time) on the next Business Day.
- (k) Unless specified otherwise in this Agreement, all statements or references to dollar amounts in this Agreement are to United States of America dollars.
- (l) Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under generally accepted accounting principles applicable to such entity at the relevant time, in effect from time to time (which may be Canadian generally accepted accounting principles), consistently applied, and all determinations of an accounting nature required to be made shall be made in a manner consistent with such applicable generally accepted accounting principles.
- (m) For the purposes of the *Interest Act* (Canada), whenever interest to be paid hereunder is to be calculated on the basis of 360 days, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so

determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360.

- (n) The following schedules are attached to and form part of this Agreement:

Schedule A	-	Description of San Antonio Property (with Map)
Schedule B	-	Intercreditor Principles
Schedule C	-	Dispute Resolution - Confidentiality
Schedule D	-	Seller Representations and Warranties
Schedule E	-	Purchaser Representations and Warranties
Schedule F	-	Corporate Chart

1.3 Amendment and Restatement

- (a) On the Amendment Date, each of the Parties hereby agree that the Existing Agreement shall be and is hereby further amended and restated in its entirety by this Agreement. This Agreement incorporates amendments to the Existing Agreement and has been restated solely for the purposes of incorporating those amendments to the Existing Agreement. This Agreement will not discharge, result in a waiver of, or constitute a novation or termination of any debt, obligation, covenant or agreement contained in the Existing Agreement or in any agreements, guarantees, certificates and other documents executed and delivered by or on behalf of the Seller Group Entities or others in respect thereof or in connection therewith, which shall continue and remain in full force and effect except to the extent modified by this Agreement.
- (b) On and from the Amendment Date, each reference herein to “this Agreement”, “hereunder”, “hereof”, “herein”, “hereby” or words of like import shall mean and be a reference to the Existing Agreement, as amended and restated by this Agreement, and each reference to the Original Agreement or the Existing Agreement, in any other document, instrument or agreement executed and/or delivered in connection with the Original Agreement or the Existing Agreement, shall mean and be a reference to the Existing Agreement, as amended and restated by this Agreement.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Refined Gold and Refined Silver

- (a) Subject to and in accordance with the terms of this Agreement, during the Term, Seller hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from Seller, in respect of each Lot (A) an amount of Refined Gold equal to the Designated Percentage of Payable Gold and (B) an amount of Refined Silver equal to the Designated Percentage of Payable Silver, in each case free and clear of all Encumbrances.

- (b) The amount of Produced Gold and Produced Silver shall be measured by the amount of contained gold and contained silver in the Minerals received by the Offtaker as finally determined by the Offtaker Settlement Sheets. Produced Gold and Produced Silver shall not be reduced for, and the Purchaser shall not be responsible for, any refining charges, treatment charges, penalties, insurance charges, transportation charges, settlement charges, financing charges or price participation charges, or other similar charges or deductions, regardless of whether such charges or deductions are expressed as a specific metal deduction, as a recovery rate or otherwise, in any case, pursuant to the terms of the applicable Offtake Agreement or otherwise.
- (c) For greater certainty, the Refined Gold and Refined Silver delivered pursuant to this Agreement may but need not come from gold and silver produced by the San Antonio Project, provided that the Seller shall not sell or deliver to the Purchaser (for the purposes of this Agreement and at any time during the Term) any Refined Gold or Refined Silver that has been directly or indirectly purchased on a commodity exchange.

2.2 Delivery Obligations

- (a) Within [*redacted – time period*] following the end of each calendar month in which an Offtaker Settlement occurs, the Seller shall sell to the Purchaser (A) Refined Gold in an amount equal to the Designated Percentage of Payable Gold, and (B) Refined Silver in an amount equal to the Designated Percentage of Payable Silver, in respect of each Lot for which an Offtaker Settlement occurs in such calendar month, free and clear of all Encumbrances. If, in accordance with an Offtake Agreement, an Offtaker Settlement consists of an initial or provisional payment that may be adjusted upon final settlement of the Lot with the Offtaker, then:
 - (i) Within [*redacted – time period*] following the end of the calendar month in which the initial or provisional Offtaker Settlement is made by the Offtaker, the Seller shall sell and deliver to the Purchaser:
 - (A) Refined Gold in an amount equal to (x) the percentage paid by the Offtaker on a provisional basis, such percentage being equal to the total value of the payment or other consideration received by any Seller Group Entity in respect of Minerals contained in such delivery to the Offtaker divided by the total value of the Minerals determined on a provisional basis (determined in accordance with the applicable Offtake Agreement) contained in such delivery to the Offtaker; multiplied by (y) the Designated Percentage of Payable Gold contained in such Offtaker Delivery; as supported by the Offtaker Settlement Sheets and the applicable Monthly Production and Sales Report; and
 - (B) Refined Silver in an amount equal to (x) the percentage paid by the Offtaker on a provisional basis, such percentage being equal to the total value of the payment or other consideration received by any Seller Group Entity in respect of Minerals contained in such delivery

to the Offtaker divided by the total value of the Minerals determined on a provisional basis (determined in accordance with the applicable Offtake Agreement) contained in such delivery to the Offtaker; multiplied by (y) the Designated Percentage of Payable Silver contained in such Offtaker Delivery; as supported by the Offtaker Settlement Sheets and the applicable Monthly Production and Sales Report; and

(ii) Within [*redacted – time period*] following the end of the calendar month in which the final Offtaker Settlement is made by the Offtaker, the Seller shall sell and deliver to the Purchaser:

- (A) Refined Gold in an amount equal to the amount by which the actual amount of Designated Percentage of Payable Gold exceeds the amount of Refined Gold previously delivered to the Purchaser in respect of such Lot pursuant to Section 2.2(a)(i)(A);
- (B) Refined Silver in an amount equal to the amount by which the actual amount of Designated Percentage of Payable Silver exceeds the amount of Refined Silver previously delivered to the Purchaser in respect of such Lot pursuant to Section 2.2(a)(i)(B);

in each case as supported by the documentation required pursuant to Section 2.3 and the applicable Monthly Report; provided, however, if the Refined Gold previously delivered to the Purchaser in respect of such Lot pursuant to Section 2.2(a)(i)(A) exceeds the actual amount of Designated Percentage of Payable Gold or if the Refined Silver previously delivered to the Purchaser in respect of such Lot pursuant to Section 2.2(a)(i)(B) exceeds the actual amount of Designated Percentage of Payable Silver, then the Seller shall be entitled to set off and deduct such excess amount of Refined Gold or Refined Silver, as applicable, from the next required deliveries by the Seller under this Agreement until it has been fully offset against deliveries to the Purchaser of Refined Gold and Refined Silver, if any, pursuant to this Section 2.2(a)(ii) or, if no such further deliveries are to be made, the Purchaser shall within [*redacted – time period*] pay (A) the applicable Gold Purchase Price in respect of any excess Refined Gold delivered to the extent not already paid, and (B) the applicable Silver Purchase Price in respect of any excess Refined Silver delivered to the extent not already paid.

(b) In further consideration of the amendment and restatement of the Existing Agreement, upon each of the following dates (each a “**Contingent Delivery Date**”):

- (i) the date that the first 50,000 ounces of gold are produced at the San Antonio Project,

- (ii) the date that the second 50,000 ounces of gold are produced at the San Antonio Project, and
- (iii) the date that the third 50,000 ounces of gold are produced at the San Antonio Project,

the Seller shall sell and deliver to the Purchaser additional ounces of Refined Gold in an amount equal to the result obtained by dividing US\$2,850,000 by the Gold Reference Price calculated on the Business Day immediately preceding the applicable Contingent Delivery Date (collectively, “**Contingent Production Ounces**”). For greater certainty, the Purchaser shall pay the Gold Transfer Price for each Contingent Production Ounce sold and delivered under this Section 2.2(b) in accordance with Section 2.6. The Seller shall give the Purchaser at least [redacted – time period] prior notice of each Contingent Delivery Date.

- (c) Subject to Section 2.6, the Seller shall sell and deliver to the Purchaser all Refined Gold and Refined Silver to be sold under this Agreement by way of (i) credit (in metal) or physical allocation to (ii) the metal account or accounts in London or such other place designated by the Purchaser, with both (i) and (ii) to be specified by the Purchaser by electronic communication prior to the Amendment Date and thereafter, if there is any change to such information, at least [redacted – time period] in advance of any sale or delivery of Refined Gold or Refined Silver. Delivery of Refined Gold and Refined Silver to the Purchaser shall be deemed to have been made at the time and on the date Refined Gold and Refined Silver is credited or physically allocated to a designated metal account of the Purchaser (the “**Time of Delivery**” on the “**Date of Delivery**”).
- (d) Title to, and risk of loss of, Refined Gold and Refined Silver shall pass from the Seller to the Purchaser at the Time of Delivery.
- (e) All costs and expenses pertaining to each delivery of Refined Gold and Refined Silver to the Purchaser shall be borne by the Seller.
- (f) The Seller hereby represents and warrants to and covenants with the Purchaser that, immediately prior to the Time of Delivery (i) the Seller will be the sole legal and beneficial owner of the Refined Gold and Refined Silver credited or physically allocated to a metal account of the Purchaser, (ii) the Seller will have good, valid and marketable title to such Refined Gold and Refined Silver, and (iii) such Refined Gold and Refined Silver will be free and clear of all Encumbrances other than those granted to the Purchaser under this Agreement.

2.3 Invoicing

- (a) The Seller shall notify the Purchaser in writing by email to [redacted - personal information], at least [redacted – time period] prior to each delivery and credit to the account of the Purchaser pursuant to Section 2.2, of the Date of Delivery, the number of ounces of Refined Gold and Refined Silver to be sold to the Purchaser and, in accordance with Section 2.6, the estimated net number of ounces of Refined

Gold and Refined Silver to be credited or physically allocated to the Purchaser on the following day.

- (b) The Seller shall notify the Purchaser in writing by email to [*redacted - personal information*], within [*redacted – time period*] after each delivery and credit to the account of the Purchaser pursuant to Section 2.2, by delivery of an invoice to the Purchaser that shall include:
 - (i) the calculation of the number of ounces of Refined Gold and Refined Silver credited or physically allocated;
 - (ii) copies of any provisional and final assays in respect of a Lot;
 - (iii) the Offtaker Settlement Sheets on which the calculation is based, or if the sharing of such documentation is restricted by Applicable Law or the delivery has been completed in advance of receipt of the Offtaker Settlement Sheets, such other information that will allow the Purchaser to verify the delivery of Refined Gold and Refined Silver;
 - (iv) the Time of Delivery;
 - (v) the Gold Purchase Price for Refined Gold credited or physically allocated;
 - (vi) the Silver Purchase Price for Refined Silver credited or physically allocated;
 - (vii) reference to the Offtake Agreement under which such delivery was made;
 - (viii) the amount (if any) being credited against the Deposit Balance and the remaining Deposit Balance (if any); and
 - (ix) the aggregate number of ounces of Refined Gold and Refined Silver delivered to Purchaser under this Agreement up to the Time of Delivery (including, the Refined Gold and Refined Silver subject to the invoice).

2.4 Gold Purchase Price

The Purchaser shall pay to Seller a purchase price for each ounce of Refined Gold sold and delivered by Seller to the Purchaser under this Agreement that is not a Contingent Production Ounce (the “**Gold Purchase Price**”) equal to:

- (a) until the Deposit Reduction Date, the Gold Reference Price on the Business Day immediately preceding the Date of Delivery of such Refined Gold, payable as follows: (i) an amount equal to the Gold Transfer Price payable in cash or by wire transfer, and (ii) the balance payable by crediting an amount equal to the difference between such Gold Reference Price and the Gold Transfer Price against the Deposit in order to reduce the Deposit Balance until it has been credited and reduced to nil; and
- (b) after the Deposit Reduction Date, the Gold Transfer Price payable in cash or by wire transfer.

Notwithstanding the foregoing, each Delivery of a Contingent Production Ounce shall be subject to payment by the Purchaser of the Gold Transfer Price.

2.5 Silver Purchase Price

The Purchaser shall pay to Seller a purchase price for each ounce of Refined Silver sold and delivered by Seller to the Purchaser under this Agreement (the “**Silver Purchase Price**”) equal to:

- (a) until the Deposit Reduction Date, the Silver Reference Price on the Business Day immediately preceding the Date of Delivery of such Refined Silver, payable as follows: (i) an amount equal to the Silver Transfer Price payable in cash or by wire transfer, and (ii) the balance payable by crediting an amount equal to the difference between such Silver Reference Price and the Silver Transfer Price against the Deposit in order to reduce the Deposit Balance until it has been credited and reduced to nil; and
- (b) after the Deposit Reduction Date, the Silver Transfer Price payable in cash or by wire transfer.

2.6 Payment

- (a) Payment by the Purchaser for each delivery of Refined Gold and Refined Silver shall be made (i) no later than [*redacted – time period*] after the later of (a) the Date of Delivery and (b) the receipt of the documents set forth in Section 2.3, and (ii) to a bank account of the Seller designated in accordance with Section 13.1.
- (b) In the event that the Purchaser does not make a required payment within [*redacted – time period*] of any such payment becoming due, and regardless of whether the Purchaser has made the election referred to in Section 2.6(a), the Seller shall be entitled to offset such amounts owing against future deliveries of Refined Gold and Refined Silver by reducing the amount of future deliveries.

ARTICLE 3 DEPOSIT PAYMENT

3.1 Deposit

In consideration for the promises and covenants of the Seller contained herein, including the sale and delivery by the Seller to the Purchaser of Refined Gold and Refined Silver, the Purchaser paid the Seller a cash deposit in the amount of \$[*redacted - commercially sensitive information*] (the “**Deposit**”) against, and as a prepayment of, the Gold Purchase Price and Silver Purchase Price. The Deposit was paid by the Purchaser to the Seller in two instalments as follows: (i) \$[*redacted - commercially sensitive information*] on [*redacted - date*], and (ii) \$[*redacted - commercially sensitive information*] on [*redacted - date*]. No interest will be payable by the Seller on or in respect of the Deposit except as expressly provided in this Agreement.

3.2 Conditions Precedent to Deposit in Favour of the Purchaser

Intentionally deleted.

3.3 Conditions Subsequent in Favour of the Purchaser

Intentionally deleted.

3.4 Satisfaction of Conditions Subsequent

Intentionally deleted.

ARTICLE 4 TERM

4.1 Term

- (a) The term of this Agreement shall commence on the date of this Agreement and, subject to Sections 4.1(b) or (c), shall continue until the date that is 40 years from the date of this Agreement (the “**Initial Term**”) and thereafter shall automatically be extended for successive 10-year periods (each an “**Additional Term**” and, together with the Initial Term, the “**Term**”).
- (b) Notwithstanding Section 4.1(a), the Purchaser may terminate this Agreement as of the expiry of the Initial Term or current Additional Term, as applicable, by written notice to the Seller within 30 days prior to the date on which the then applicable Initial Term or Additional Term is to expire.
- (c) This Agreement may also be terminated by the Parties on mutual written consent or by either the Purchaser or the Seller for an event of default in accordance with Article 11 or Article 12, respectively.
- (d) If by the expiry of the Initial Term or any Additional Term, the Seller has not sold and delivered to the Purchaser an amount of Refined Gold and Refined Silver sufficient to reduce the Deposit Balance to nil, as calculated in accordance with Section 2.4(a) and Section 2.5(a), then the Seller will pay the Deposit Balance to the Purchaser within 30 days after the termination date.

4.2 Survival

The following provisions shall survive termination of this Agreement: Section 4.1(d), Section 4.2; Section 5.5(a) (for a period of [*redacted – time period*]); Section 6.6; Article 9 (until satisfaction and discharge in full of all of the Guaranteed Obligations); Section 10.3; Section 11.2; Section 12.2; Article 13; Article 14; Section 15.1; Section 15.4; Section 15.5; Section 15.7; Section 15.8; Section 15.9; Section 15.10; Section 15.11; Section 15.12; Section 15.13, and such other provisions of this Agreement as are required to give effect thereto.

ARTICLE 5 REPORTING; BOOKS AND RECORDS; INSPECTIONS

5.1 Monthly Reporting

On or before the [*redacted – time period*] after the end of each calendar month during the Term, the Seller shall provide to the Purchaser:

- (a) a Monthly Development and Operations Report; and
- (b) commencing after the first commercial sale of Minerals, a Monthly Production and Sales Report.

5.2 Annual Reporting

The Seller shall provide the Purchaser:

- (a) no later than [*redacted – time period*] of each calendar year during the Term, an Annual Compliance Certificate; and
- (b) no later than [*redacted – time period*] days preceding the commencement of each calendar year during the Term, an Annual Forecast Report in respect of such upcoming calendar year.

5.3 Ongoing Reporting

The Seller shall deliver or furnish, or cause to be delivered or furnished, to the Purchaser:

- (a) written notice of the Commencement of Commercial Production (within [*redacted – time period*] of such occurrence) along with copies of:
 - (i) any updated NI 43-101 technical reports or mineral reserve and mineral resource estimates produced that pertain to the San Antonio Property;
 - (ii) any material engineering or technical studies relating to the San Antonio Project; and
 - (iii) all material reports, certificates, documents and notices which are delivered to the Seller by or on behalf of any third-party consultant, including any and all monthly construction reports delivered to the Seller; and
- (b) written notice of each of the following events promptly upon the Seller becoming aware of or having knowledge of such event:
 - (i) any material damages suffered to the San Antonio Project for which the Seller has or plans to make any insurance claim;
 - (ii) all material actions, suits and proceedings before any Governmental Authority or arbitrator pending, or to the Seller's knowledge threatened, against or directly affecting the Seller or the San Antonio Project, including any actions, suits, claims, notices of violation, hearings, investigations or proceedings pending, or to the Seller's knowledge threatened, against or affecting the Seller or with respect to the ownership, use, maintenance and operation of the San Antonio Property;
 - (iii) any default by any party under or termination or threatened termination of any Material Contract where the breach, loss or termination would, or could reasonably be expected to, be material to the continuing operation or

development of the San Antonio Project and that cannot be easily replaced on terms no less favourable to the Project Entities within [*redacted – time period*] of the termination thereof;

- (iv) the occurrence of any Seller Event of Default, or any event or circumstance which with notice or lapse of time or both would become a Seller Event of Default or upon the determination by the Seller that a Seller Event of Default is pending;
- (v) any material disputes or disturbances involving Aboriginal groups or other local communities;
- (vi) any threat to revoke or suspend any material Permit;
- (vii) any event, circumstance or fact that could give rise to (A) any event of default under any Project Facility; or (B) any event of default under any other Indebtedness of the Seller or any other Project Entity in a principal amount of: (1) prior to the execution and availability of a Project Facility, \$[*redacted - commercially sensitive information*] (or the Exchange Equivalent thereof) or more, or (2) following the execution and availability of a Project Facility, \$[*redacted - commercially sensitive information*] (or the Exchange Equivalent thereof) or more; or (C) any event of default under any Guaranteed Parent Indebtedness;
- (viii) any material environmental non-compliance;
- (ix) any material litigation; and
- (x) any other condition or event which has resulted, or that could reasonably be expected to result, in a Material Adverse Effect;

in each case, accompanied by a written statement by a senior officer of the Seller setting forth details of the occurrence referred to therein.

5.4 Provision of Reports

Upon notice to the Seller by the Purchaser at any time and from time to time, the Seller shall cease to provide any reports identified for the time period specified in such notice. The Seller shall recommence regular reporting under this Agreement upon completion of such period or upon further written notice to the Seller by the Purchaser.

5.5 Books and Records

- (a) The Seller shall keep true, complete and accurate books and records of all of the Seller's operations and activities with respect to the San Antonio Project and this Agreement, including the mining and production of all Minerals therefrom and the mining, treatment, processing, milling, transportation and sale or refining of all Minerals, and all operating or capital costs.

- (b) The Seller shall permit the Purchaser and its authorized representatives and agents to perform audits or other reviews and examinations of its books and records and other information relevant to the production, delivery and determination of Produced Gold, Payable Gold, Produced Silver and Payable Silver and compliance with the laws and this Agreement from time to time at reasonable times at the Purchaser's sole risk and expense and not less than *[redacted – time period]* notice, provided that the Purchaser and its authorized representatives and agents will not exercise such rights more often than once during any calendar year absent the existence of a Seller Event of Default, or absent a material deficiency identified during a previous audit or review, in which case such rights may be exercised not more than once during any calendar quarter until no material deficiencies are identified during four consecutive audits or reviews, at which point the Purchaser will once again be limited to exercising such rights once per calendar year. The Purchaser shall diligently complete any audit or other examination permitted hereunder.
- (c) If any technical report prepared in accordance with NI 43-101 is prepared on behalf of any Seller Group Entity on the San Antonio Project, the Seller shall provide to the Purchaser an advanced draft copy (and a reasonable opportunity to comment thereon) of such technical report before it is filed on SEDAR or otherwise made publicly available and in any event not less than *[redacted – time period]* before it is so filed or made public.
- (d) If the Purchaser or any of its Affiliates is required by Applicable Law to prepare a technical report under NI 43-101 (or similar report) in respect of the San Antonio Property, as determined by the Purchaser acting reasonably, the Seller shall cooperate with and allow the Purchaser and its authorized representatives to access technical information pertaining to the San Antonio Property and complete site visits at the San Antonio Property so as to enable the Purchaser or its Affiliates, as the case may be, to prepare the technical report (or similar report) in accordance with NI 43-101 (or any other applicable Canadian and/or U.S. and/or stock exchange rules and policies governing the disclosure obligations of the Purchaser or any of its Affiliates) at the sole cost and expense of the Purchaser. At reasonable times and with the prior consent of the Seller (not to be unreasonably withheld or delayed), at the sole risk and expense of the Purchaser, the Purchaser and its authorized representatives shall have a right of access to all surface and subsurface portions of the San Antonio Project, to any mill, smelter, concentrator or other processing facility owned or operated by any Seller Group Entity that is used to process Minerals and to any related operations of the Seller Group Entities for the purpose of enabling the Purchaser to comply with the obligations of the Purchaser or any of its Affiliates under NI 43-101 (or any other applicable Canadian and/or U.S. Securities Laws and/or stock exchange rules and policies governing the disclosure obligations of the Purchaser or any of its Affiliates), as determined by the Purchaser acting reasonably.

5.6 Inspections

Upon no less than [*redacted – time period*] notice to the Seller and subject at all times to the workplace rules and supervision of the Seller, the Seller shall grant, or cause to be granted, to the Purchaser and its representatives and agents, at reasonable times and at the Purchaser's sole risk and expense, the right to access the San Antonio Property, the processing facilities related to the San Antonio Project and other facilities of the San Antonio Project, in each case to monitor the mining, processing and infrastructure operations relating to the San Antonio Project and to permit a qualified person to complete a personal inspection of the San Antonio Project in connection with the preparation on behalf of the Purchaser or any of its Affiliates of any technical report in accordance with NI 43-101 in the Purchaser's reasonable opinion required by Applicable Laws. The Purchaser may avail itself of such right of access a maximum of once per calendar year absent a deficiency identified during a previous inspection of the San Antonio Property, in which case such rights may be exercised not more than once during any calendar quarter until no material deficiencies are identified during four consecutive inspections, at which point the Purchaser will once again be limited to exercising such rights once per calendar year, and except where additional access is requested by the Purchaser in order to prepare a technical report in its opinion required to be filed pursuant to NI 43-101. The Purchaser shall diligently complete any inspection permitted hereunder.

ARTICLE 6 COVENANTS

6.1 Conduct of Operations

- (a) The Seller shall operate the San Antonio Project on a commercial basis as though it has the full economic interest in the gold and silver produced from the San Antonio Property in the absence of this Agreement and as if it was entitled to receive the Gold Reference Price and the Silver Reference Price for all gold and silver produced. The Seller shall ensure that (i) all cut-off grade, short term mine planning and production decisions concerning the San Antonio Project shall be based on gold and silver prices typical of Good Industry Practice, and (ii) all longer term planning and resource and reserve calculations concerning the San Antonio Project shall use Mineral prices based on Good Industry Practice. The Seller shall ensure that all Minerals will be processed in a manner consistent with the Operating Plan.
- (b) The Seller shall perform all exploration, development, and mining operations and activities pertaining to or in respect of the San Antonio Project in accordance in all material respects (having a view to the reasonable interests of the Purchaser) with the Operating Plan and with all Applicable Laws and Permits and Good Industry Practice.
- (c) Subject to Sections 6.1(a) and (b), all decisions regarding the San Antonio Project, including all decisions concerning the methods, extent, times, procedures and techniques of any (i) exploration, development and mining related to the San Antonio Project, including spending on operating and capital expenditures, (ii) leaching, milling, processing or extraction, (iii) decisions to operate, expand or continue to operate the San Antonio Project or any portion thereof, including with

respect to closure and care and maintenance, (iv) decisions to take or refrain from taking any action in order to maintain gold or silver recovery or production, (v) materials to be introduced on or to the San Antonio Project, and (vi) except as provided herein, the sale of Minerals and sales strategy including decisions regarding the sale of gold and silver and terms thereof, shall be made by the Seller, in its sole discretion.

- (d) The Seller shall not be responsible for or obligated to make any deliveries of Refined Gold, Refined Silver or Minerals, or of the value thereof, lost in any mining or processing of Minerals conducted in accordance with internationally accepted mining, processing and milling practices and Good Industry Practice.
- (e) The Seller shall use all commercially reasonable efforts to obtain and, once obtained, maintain all Permits necessary to commence and continue development operations on the San Antonio Project in accordance with the Operating Plan.
- (f) The Seller shall, timely and fully perform, pay and observe, or cause to be performed, observed and paid, any and all liabilities and obligations required by any Applicable Laws, Permits or by any Governmental Authority for the reclamation, restoration or closure of any facility or land used in connection with the Seller's operations or activities at, on or in respect of the San Antonio Project or required under this Agreement.
- (g) With respect to the development and operation of the San Antonio Project, the Seller shall take all commercially reasonable steps to obtain compliance by the Seller and its employees, consultants and agents with all applicable anti-corruption policies and legislation.

6.2 Preservation of Corporate Existence and Property/No Encumbrances

- (a) Except as otherwise permitted pursuant to Section 7.2, the Seller (i) shall, and shall cause each of the other Seller Group Entities to, at all times from and after the date hereof, do and cause to be done all things necessary or advisable to maintain its corporate existence, (ii) not permit any Project Entity to merge or amalgamate with another Seller Group Entity if it would adversely impact the Purchaser's rights under the Transaction Documents, and (iii) shall not, and shall not permit any Seller Group Entity to, change its name or the jurisdiction of its chief executive office or the jurisdiction in which any of its tangible assets are located without providing the Purchaser with [*redacted – time period*] prior written notice.
- (b) The Seller shall at all times do or cause to be done all things necessary to maintain the San Antonio 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 claim, permit and license maintenance fees in respect thereof, paying or causing to be paid all rents and other payments in respect of leased properties forming a part thereof or otherwise payable under any purchase, option or similar agreements relating thereto and otherwise maintaining the San Antonio Property in accordance with Applicable Laws.

- (c) The Seller shall not create, assume, grant or permit to exist any Encumbrance in respect of all or any part of the San Antonio Project or the Collateral, except for a Permitted Encumbrance. The Seller shall take all steps to preserve and maintain the Security as a perfected first-ranking Encumbrance on all of the Collateral, subject only to Permitted Encumbrances.
- (d) The Purchaser, at its own expense, may undertake such investigation of the title and status of the San Antonio Property as it shall deem necessary. If that investigation should reveal material defects in the title (which shall not include Permitted Encumbrances), the Seller shall forthwith proceed to cure such title defects to the satisfaction of the Purchaser, acting reasonably. If the Seller fails to so cure such material defects within [*redacted – time period*] of such notice from the Purchaser: (i) the Purchaser may proceed to cure such title defects; (ii) any costs and expenses incurred (including reasonable attorney's fees and costs) by the Purchaser in connection with curing such title defects shall be promptly reimbursed by the Seller; and (iii) the Purchaser may lien such properties for such amounts until the Seller reimburses the Purchaser in full.

6.3 Processing/Commingling

Neither the Seller nor any other Seller Group Entity shall process Other Minerals through the processing facilities related to the San Antonio Project in priority to or in place of, or commingle Other Minerals with, Minerals which are or can be mined, produced, extracted or otherwise recovered from the San Antonio Property, unless: (i) the applicable Seller Group Entity has adopted and employs reasonable practices and procedures for weighing, determining moisture content, sampling and assaying and determining recovery factors (a “**Commingling Plan**”), such Commingling Plan to ensure the division of Other Minerals and Minerals for the purposes of determining the quantum of the Produced Gold and Produced Silver; (ii) the Purchaser shall not be disadvantaged as a result of the processing of Other Minerals in place of, in priority to, or concurrently with, Minerals; (iii) the Purchaser has, acting reasonably, approved the Commingling Plan and all significant changes to such plan which may be proposed from time to time, such approval not to be unreasonably withheld, delayed or conditional; and (iv) the Seller keeps all books, records, data and samples required by the Commingling Plan and makes such books, records, data and samples available to the Purchaser in accordance with Section 5.5(b).

6.4 Offtake Agreements

- (a) The Seller shall ensure that, when Minerals that contain Produced Gold or Produced Silver are sold, all such Minerals are sold to an Offtaker pursuant to an Offtake Agreement. The Seller shall not sell unprocessed Minerals from the San Antonio Property.
- (b) During the Term, the Seller shall ensure that all Offtake Agreements entered into by a Seller Group Entity shall be on commercially reasonable arm's length terms and conditions for concentrates similar in make-up and quality to those derived from the Minerals, and shall include industry standard reporting and payment settlement protocols and provisions that require the delivery of Offtaker Settlement Sheets and appropriate and separate sampling and assaying so that the Seller and the applicable Offtaker can determine the grade or content of Produced Gold,

Produced Silver and other metals in each delivery to an Offtaker. In the case of an Offtake Agreement entered into by a Seller Group Entity with an Affiliate or other non-arm's length party, in addition, the Offtake Agreement shall be on terms consistent with market practice. For greater certainty, any variances in an Offtake Agreement (other than a Market Offtake Agreement) from the percentages used to determine Payable Gold or Payable Silver under this Agreement shall be for the sole account of the Seller and shall not affect the amount of Refined Gold or Refined Silver to be sold and delivered to the Purchaser under this Agreement.

- (c) The Seller shall ensure that the Seller Group Entities deliver all Minerals that include Produced Gold or Produced Silver to an Offtaker, in such quantity, description and amounts and at such times and places as required under and in accordance with each Offtake Agreement.
- (d) With respect to any Offtake Agreement to be entered into after the Amendment Date, the Seller shall (i) promptly provide a draft to the Purchaser for review prior to execution and shall take into consideration any reasonable comments from the Purchaser on such draft; and (ii) provide to the Purchaser a final signed copy of such Offtake Agreement within [*redacted – time period*] after the execution thereof by each of the parties thereto.
- (e) The Seller shall cause the Seller Group Entities to take all commercially reasonable steps to enforce their respective rights and remedies under each Offtake Agreement with respect to any breaches of the terms thereof relating to the timing and amount of Offtaker Settlements in respect of Produced Gold and Produced Silver to be made thereunder. The Seller shall notify the Purchaser in writing when any dispute in respect of a material matter arising out of or in connection with any Offtake Agreement is commenced in respect of Produced Gold or Produced Silver and shall provide the Purchaser 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.

6.5 Insurance

- (a) The Seller shall, and the Seller shall cause the other Seller Group Entities to, use its commercially reasonable efforts to obtain in due course and maintain in good standing with respect to the San Antonio Project and the operations conducted on and in respect thereof, insurance against such casualties, losses and contingencies and of such types and in such amounts that are consistent with Good Industry Practice, which for certainty shall include, following Commencement of Commercial Production, business interruption insurance.
- (b) Prior to the Deposit Reduction Date, where any Seller Group Entity has received payment under an insurance policy in respect of the San Antonio Project as a result of an event that does or is reasonably likely to materially reduce the amount of Produced Gold or Produced Silver from the San Antonio Project in any one or more years, the Seller shall cause such Seller Group Entity either (i) to use, subject to any Project Financing Intercreditor Agreement entered into in connection with the Project Facility, all Net Proceeds of any insurance payment received by the Seller

Group Entity to rebuild or repair the San Antonio Project, or (ii) to pay the Applicable Percentage of the Net Proceeds of any insurance payment received by the Seller Group Entity in respect thereof to the Purchaser within [redacted – time period] after receipt of such proceeds by such Seller Group Entity. In this Section 6.5(b), “**Applicable Percentage**” means the Purchaser’s share of the Net Proceeds of such insurance payment received by any Seller Group Entity, the Purchaser’s share being calculated as the ratio of (i) the Net Present Value of the Remaining Stream to (ii) the Project Net Present Value. A failure to agree on the foregoing proportion is arbitrable under Section 15.1.

- (c) The Seller shall ensure that each Lot shipped is adequately insured in such amounts and with coverage consistent with Good Industry Practice, until the time that risk of loss and damage for such Minerals is transferred to the Offtaker.
- (d) Where any Seller Group Entity has received payment under an insurance policy in respect of a shipment of a Lot that is lost or damaged after leaving the San Antonio Project and before the risk of loss or damage is transferred to the Offtaker, the Seller shall use the Applicable Percentage of the Net Proceeds of any insurance payment received by a Seller Group Entity in respect thereof to acquire Refined Gold and Refined Silver in accordance with Section 2.1(c) and shall sell and deliver to the Purchaser (without duplication to the extent previously sold and delivered to the Purchaser by the Seller) such amount of Refined Gold at the applicable Gold Purchase Price and such amount of Refined Silver at the applicable Silver Purchase Price, as applicable. In this Section 6.5(d), “**Applicable Percentage**” means an amount equal to the percentage content of Produced Gold and Produced Silver in the portion of such Lot that was lost or damaged based on: (i) in the case of loss or damage of a partial shipment, the dry weight determined by weighing, sampling and moisture determination on loading of the Minerals and the agreed assays for gold on the part of the Minerals which have been delivered; and (ii) in the case of loss or damage of a complete shipment, on the dry weight determined at loading and the mine’s provisional assays; in each case based on the respective market prices of the metals contained in such Lot as determined by the insurance settlement documents.

6.6 Confidentiality

- (a) Each Party (a “**Receiving Party**”) agrees that it shall maintain as confidential and shall not disclose, and shall cause its Affiliates, employees, officers, directors, advisors and representatives to maintain as confidential and not to disclose, the terms contained in 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 Offtake Agreement provided under Section 6.4 (collectively, the “**Confidential Information**”), provided that a Receiving Party may disclose Confidential Information in the following circumstances:
 - (i) to its auditor, legal counsel, lenders, underwriters and investment bankers and to persons (“**Third Parties**”) with which it is considering or intends to enter into a transaction for which such Confidential Information would be

relevant (and to advisors and representatives of any such person), 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, or are proposed to be, retained by the Receiving Party or to consider or effect the applicable transaction, as applicable;

- (ii) subject to Sections 6.6(c) and 15.6, where that disclosure is necessary to comply with Applicable Laws, court order or regulatory request, provided that such disclosure is limited to only that Confidential Information so required to be disclosed and, where applicable, that the Receiving Party will have availed itself of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which it may be entitled;
 - (iii) for the purposes of the preparation and conduct of any arbitration or court proceeding commenced under Section 15.1;
 - (iv) where such information is already available to the public other than by a breach of the confidentiality terms of this Agreement or is known by the Receiving Party prior to the entry into of this Agreement or obtained independently of this Agreement and the disclosure of such information would not breach any other confidentiality obligations;
 - (v) with the consent of the disclosing Party; and
 - (vi) to its Affiliates and those of its and its Affiliates' partners, limited partners, directors, officers, employees, advisors and representatives who need to have knowledge of the Confidential Information, provided that such persons are advised of the confidential nature of the Confidential Information and undertake to maintain the confidentiality of it.
- (b) Each Party shall ensure that its Affiliates and its and its Affiliates' employees, directors, officers, advisors and representatives and those persons listed in Section 6.6(a)(i) are made aware of this Section 6.6 and comply with the provisions of this Section 6.6. Each Party shall be liable to the other Party for any improper use or disclosure of such terms or information by such persons.
- (c) No Party shall file this Agreement on SEDAR without reasonable prior consultation with the other Party and the Parties shall consult with each other with respect to any proposed redactions to this Agreement in compliance with Applicable Laws before it is filed on SEDAR.

6.7 Restrictions on Business

- (a) The Seller shall not engage directly or indirectly in any material business activity, or purchase or otherwise acquire any material property, in either case, not related to or in furtherance of the construction, development and operation of the San

Antonio Project, or as reasonably required to perform its obligations under the Transaction Documents.

- (b) Notwithstanding any other provision of this Agreement, until the Security granted to the Purchaser by the Seller has been perfected and thereby becomes effective and binding, the Seller shall not (i) dispose of, assign, transfer, sell or encumber any assets, or (ii) acquire any material assets, without the prior written consent of the Purchaser.

6.8 Non-Arm's Length Transactions

Without limiting Section 6.4, the Seller shall not engage in any transaction or arrangements with any other Seller Group Entity, including the provision, purchase, sale or receipt of any service, asset or payment, except (i) in the ordinary course of business, including in respect of intra-group management, administration or similar services, at prices and on terms and conditions at least as favourable to the Seller as could be obtained on an arm's-length basis from unrelated third parties, (ii) equity investments made in Seller Group Entities and subordinated Indebtedness of Seller Group Entities owing to other Seller Group Entities incurred in accordance with the terms of this Agreement, or (iii) as otherwise expressly permitted pursuant to this Agreement.

6.9 Indebtedness

- (a) Until the Seller Shareholder Pledge has been registered in the *Registro Unico de Garantias Mobiliarias* and thereby becomes effective and binding, the Seller shall not incur, assume, guarantee, secure or become liable for in any manner, any Indebtedness, except with the prior written consent of the Purchaser.
- (b) Prior to the Deposit Reduction Date, the Project Entities shall not incur, assume, guarantee, secure or become liable for in any manner, any Indebtedness, except for Permitted Indebtedness. After the Deposit Reduction Date, the Project Entities shall be entitled to incur any unsecured Indebtedness and any secured Indebtedness in accordance with Section 6.9(d).
- (c) For greater certainty, the Seller and any Project Entity may enter into a Project Facility, provided that:
 - (i) prior to the Deposit Reduction Date, such Project Facility, together with any other Permitted Indebtedness and/or equity financing of the Seller that has been obtained by the Seller in connection with the San Antonio Project is sufficient to fund the projected capital costs of the San Antonio Project;
 - (ii) after the Deposit Reduction Date, such Project Facility, together with any other Indebtedness and/or equity financing of the Seller that has been obtained in connection with the San Antonio Project or any expansion thereof is sufficient to fund the projected capital costs of the San Antonio Project or such expansion;

and that parties to any such Project Facility have entered into a Project Financing Intercreditor Agreement with the Purchaser.

- (d) If the Seller or any other Seller Group Entity wishes to enter into a Project Facility then the Purchaser agrees to negotiate in good faith, and enter into a Project Financing Intercreditor Agreement with such Lenders. If the Seller or any other Seller Group Entity wishes to grant an Encumbrance over any Collateral following the Deposit Reduction Date, then the Purchaser agrees to negotiate in good faith, and enter into an intercreditor agreement with such secured party and the applicable Seller Group Entity (such agreement to be negotiated promptly on terms acceptable to the Purchaser, acting reasonably).

6.10 Right of First Refusal

[redacted - commercially sensitive information].

6.11 Re-registration of the San Antonio Property

The Seller covenants to use all commercially reasonable efforts to, as soon as possible from the date hereof, complete the re-registration of the San Antonio Property under the Mexican registry system in the name of the Seller (the “**Re-registration**”).

ARTICLE 7 TRANSFERS OF INTERESTS

7.1 Prohibited Transfers

Except as set out in Section 7.2, in connection with a Pre-approved Change of Control or with the Purchaser’s prior written consent, the Seller shall not permit, and the Seller shall ensure that none of the Seller Group Entities:

- (a) Transfer, in whole or in part, the San Antonio Project, the Collateral or any Guarantor Collateral (other than any Permitted Dispositions); or
- (b) agree to, or enter into any agreement, arrangement or other transaction with any person that would cause, or otherwise allow or permit to exist, a Change of Control of the Seller or any Seller Group Entity.

7.2 Permitted Transfers and Changes of Control

Section 7.1 shall not prohibit a Transfer or Change of Control if:

Transfer of the San Antonio Project, Collateral or Guarantor Collateral

- (a) in the case of a Transfer of the San Antonio Project, Collateral or Guarantor Collateral to a person that is not a Seller Group Entity:
 - (i) the Seller shall have provided the Purchaser with at least *[redacted – time period]* prior written notice of the proposed Transfer;
 - (ii) the Seller and the other Seller Group Entities, as applicable, Transfer all, but not less than all, of the San Antonio Project, Collateral or Guarantor Collateral (other than leased personal property that is not material to the San

Antonio Project that, by the terms of the lease, may not be transferred) to the same transferee;

- (iii) the Seller and the other Seller Group Entities transfer and assign all rights and obligations under this Agreement to the same transferee concurrently with any such Transfer, and such transferee and the persons in respect of which such transferee is a subsidiary assume in favour of the Purchaser all of the Seller's and the other Seller Group Entities' respective obligations under this Agreement pursuant to an agreement in form and substance satisfactory to the Purchaser, acting reasonably;
- (iv) the transferee, its Affiliates and each person in respect of which such transferee is a subsidiary or otherwise has a direct or indirect interest in the San Antonio Project grants the same charges and security interests in, to and over the Collateral and the Guarantor Collateral, and enters into the same Security Agreements, including Guarantees, entered into by the Seller and the other Seller Group Entities pursuant to Sections 8.1 and 9.2;
- (v) there is no Event of Default (or an event which with notice or lapse of time or both would become an Event of Default) that has occurred and is continuing;
- (vi) the Purchaser does not reasonably expect such Transfer or Change of Control to have a Material Adverse Effect (where, in the definition of "Material Adverse Effect", references to "the Seller" and "Seller Group Entity" shall instead refer to the applicable transferee entity or Affiliate of the transferee entity);
- (vii) if the Transfer occurs prior to the Deposit Reduction Date, the Purchaser is satisfied that the transferee is an Approved Purchaser;
- (viii) all necessary consents and approvals of any Governmental Authority or other person are obtained or satisfied with respect to such Transfer; and
- (ix) if the transferee, and any other persons in respect of which such transferee is a subsidiary and has entered into a guarantee, has any outstanding Indebtedness secured by the same assets as this Agreement and the Security Documents, their secured lenders shall have entered into an intercreditor agreement with the Purchaser on terms consistent with Section 6.9(d).

Change of Control

- (b) in the case of a Change of Control of the Seller or the Seller Group Entities (excluding, for the avoidance of doubt, a Pre-approved Change of Control):
 - (i) the Seller shall have provided the Purchaser with at least [*redacted – time period*] prior written notice of the proposed Change of Control;

- (ii) the person acquiring control of the Seller or the other Seller Group Entities (or if such person is controlled by another person, the persons in respect of which such person is a subsidiary) assumes in favour of the Purchaser all of the obligations of the Parent under this Agreement, such assumption to occur by an agreement in form and substance satisfactory to the Purchaser, acting reasonably (following which the Parent shall be released from its obligations under this Agreement);
- (iii) if the person is acquiring control of a Seller Group Entity, the person contemporaneously acquires, directly or indirectly, all of the Seller Group Entities;
- (iv) the person acquiring control of the Seller or the other Seller Group Entities and each person in respect of which such person is a subsidiary, if applicable, grants, to the extent applicable, the same charges and security interests in, to and over the Collateral and the Guarantor Collateral, and enters into the same Security Agreements entered into by the Seller and the other Seller Group Entities pursuant to Sections 8.1 and 9.2;
- (v) there is no Event of Default (or an event which with notice or lapse of time or both would become an Event of Default) that has occurred and is continuing;
- (vi) the Purchaser does not reasonably expect such Transfer or Change of Control to have a Material Adverse Effect (where, in the definition of “Material Adverse Effect”, references to “the Seller” and “Seller Group Entity” shall instead refer to the applicable acquiring entity or Affiliate of the acquiring entity);
- (vii) in the event of a Change of Control prior to the Deposit Reduction Date, the Purchaser is satisfied that the acquiring person is an Approved Purchaser;
- (viii) all necessary consents and approvals of any Governmental Authority or other person are obtained or satisfied with respect to such Transfer; and
- (ix) if the acquiring person, and any other persons in respect of which such acquiring person is a subsidiary and has entered into a guarantee, has any outstanding Indebtedness secured by the same assets as this Agreement and the Security Documents, their secured lenders shall have entered into an intercreditor agreement with the Purchaser on terms consistent with Section 6.9(d).

Inter-corporate Transfers

- (c) in the case of a direct or indirect Transfer of the San Antonio Project, Collateral or Guarantor Collateral to a Seller Group Entity which is wholly-owned directly or indirectly by the Parent:
 - (i) the Seller shall have provided the Purchaser with at least [*redacted – time period*] prior written notice of the proposed Transfer;
 - (ii) the Seller provides a confirmation in favour of the Purchaser that its obligations under this Agreement shall continue in full force and effect despite any such Transfer;
 - (iii) the provisions of Section 7.2(a) are complied with mutatis mutandis, except for Section 7.2(a)(vii);
 - (iv) if less than all of the San Antonio Project, Collateral or Guarantor Collateral are Transferred then the Seller provides a confirmation in favour of the Purchaser that its obligations under the Agreement shall continue in full force and effect despite any such Transfer;
 - (v) subject to Section 6.9(d) and any intercreditor agreement (including a Project Financing Intercreditor Agreement) entered into thereunder, after giving effect to the Transfer, the Purchaser shall continue to have first ranking Security over all Collateral except for Permitted Encumbrances;
 - (vi) prior to the Deposit Reduction Date, the transferee shall have no Indebtedness other than Permitted Indebtedness; and
 - (vii) if, following such Transfer, the transferor has no direct or indirect interest in the San Antonio Project, the Collateral or in any Seller Group Entity and has not received Distributions of any of the Deposit other than in respect of or for purposes of satisfying the provisions regarding use of the Deposit as set out in Section 3.5 or in respect of Permitted Indebtedness, such transferor shall cease to be a Seller Group Entity.

Joint Ventures and Minority Dispositions

- (d) in the case of the Seller or another Seller Group Entity entering into a minority interest disposition, joint venture or other similar commercial arrangement with another person that is not a Seller Group Entity and which is not a Transfer governed by Section 7.2(a) above, with respect to the San Antonio Project:
 - (i) the Seller shall have provided the Purchaser with at least [*redacted – time period*] prior written notice of the proposed disposition, joint venture or other similar commercial arrangement;
 - (ii) the Seller retains at least an indirect [*redacted*] % in the San Antonio Project;

- (iii) the Seller, or another person directly or indirectly controlled by the Seller, is at all times the operator of the San Antonio Project;
- (iv) such other person agrees in a document, or documents, acceptable to the Purchaser, acting reasonably, with the Seller and the Purchaser to acknowledge the obligations of the Seller under this Agreement and the Security Agreements, including a guarantee and the granting to the Purchaser, for and on behalf of the Purchasers, of all the security interests in and to the San Antonio Project contemplated thereunder; provided that, if such other person acquires any legal right, title or interest in and to the San Antonio Project (including any registered or recorded title therein), such person assumes on a joint and several basis with the Seller all of the obligations and duties under this Agreement and grants the same charges and security interests in, to and over the San Antonio Project to which it acquires any legal right, title or interest, and enters into the same Security Agreements entered into by the Seller and its subsidiaries pursuant to Section 8.1 and 9.2;
- (v) all filings have been made and all other actions have been taken that are required in order for the Purchaser to continue at all times following such transaction to have the valid and perfected security interest contemplated by Section 8.1 and 9.2;
- (vi) there is no Event of Default that has occurred and is continuing (or an event which with notice or lapse of time or both would become an Event of Default);
- (vii) such minority interest disposition, joint venture or other similar commercial arrangement could not reasonably be expected to have a Material Adverse Effect;
- (viii) all necessary consents and approvals of any Governmental Authority or other person obtained or satisfied with respect to such arrangements; and
- (ix) if the minority interest holder and any person who has direct or indirect interest in the minority interest holder has outstanding Indebtedness secured by the same assets as this Agreement and the Security Documents the minority interest holder and such other person shall have entered into an intercreditor agreement with the Purchaser on terms consistent with Section 6.9(d).

7.3 Abandonment

If the Seller intends to abandon, surrender, relinquish or let lapse or expire any part of the San Antonio Property, including by way of ceasing to maintain, or maintain in good standing (through the non-payment of rents or non-performance of exploration, exploitation or maintenance obligations or otherwise), Permits or mining claims or mill sites (the “**Abandonment Property**”), the Seller shall (A) have determined, acting in a commercially reasonable manner, that it is not economical to mine Minerals from the Abandonment Property, and (B) first give notice of such

intention to the Purchaser at least [*redacted – time period*] in advance of the proposed date of abandonment. If, not later than [*redacted – time period*] before the proposed date of abandonment of any Abandonment Property the Seller receives from the Purchaser written notice that the Purchaser desires the Seller to convey or cause the conveyance of the Abandonment Property to the Purchaser or an assignee, the Seller, for one (1) dollar, shall convey or cause the conveyance of such Abandonment Property to the Purchaser on an “as is, where is basis” and at the sole cost, risk and expense of the Purchaser and shall thereafter have no further obligation to maintain the title to such Abandonment Property. If the Purchaser does not give such notice to the Seller within the prescribed period of time, the Seller may abandon the Abandonment Property and shall thereafter have no further obligation to maintain the title to the Abandonment Property. If the Seller or any of its Affiliates reacquires a direct or indirect interest in any of the ground covered by the Abandonment Property at any time, the production of base metals, gold or silver from such property shall be subject to this Agreement. The Seller shall give written notice to the Purchaser within [*redacted – time period*] of any such reacquisition.

7.4 Additional Restrictions on Transfers

Notwithstanding any other provision of this Agreement,

- (a) until the Seller Property Pledge has been registered against the San Antonio Property in the Public Registry of Mining (Mexico), the Seller shall not permit, and the Seller shall ensure that none of the Seller Group Entities Transfer, in whole or in part, the San Antonio Project, the Collateral or any Guarantor Collateral; or
- (b) until the Seller Shareholder Pledge has been registered in the *Registro Unico de Garantias Mobiliarias*, the Seller shall not agree to, or enter into any agreement, arrangement or other transaction with any person that would cause, or otherwise allow or permit to exist, a Change of Control of the Seller or any Seller Group Entity,

without the prior written consent of the Purchaser.

ARTICLE 8 SECURITY

8.1 Security

- (a) The Seller shall grant to the Purchaser a continuing security interest and first priority lien (subject only to Permitted Encumbrances) in all of the Collateral now owned or hereafter acquired by it as security for its obligations under this Agreement and under the Security Documents. The Seller shall take all commercially reasonable steps to perfect the granting of Security to the Purchaser promptly following the reasonable request therefor by the Purchaser.
- (b) The Seller shall cause all such further agreements, instruments and documents (including a security agreement by the Seller, the Guarantees, the Guarantor Security Agreements and the other documents listed in Schedule G) to be executed and delivered and all such further acts, opinions and other documents, instruments and agreements (“**Security Supporting Documents**”) in connection therewith and

things to be done as the Purchaser may from time to time reasonably require in order to obtain, perfect and maintain first ranking prior perfected Encumbrances in, to and over all of the Collateral, subject only to Permitted Encumbrances (collectively, the “**Security Documents**”).

- (c) The Seller shall not contest, and the Seller shall cause each of the Seller Group Entities not to contest, in any manner, the effectiveness, validity, binding nature or enforceability or otherwise, the security granted in this Agreement or the other Transaction Documents.

8.2 Stockpiling

If the Seller or any other Seller Group Entity intends to stockpile, store, warehouse or otherwise place Minerals off the San Antonio Property, before doing so, the Seller shall obtain from the property owner, operator or both, as applicable, where such stockpiling, storage, warehousing or other placement occurs, to provide in favour of the Purchaser a written acknowledgement in form and substance satisfactory to the Purchaser, acting reasonably, which provides that Seller’s and/or its Affiliates’, as applicable, rights to the Minerals shall be preserved and which acknowledges the Purchaser’s Encumbrances thereon and provides the Purchaser with a right of access in the event of enforcement by the Purchaser of the Security.

ARTICLE 9 GUARANTEE

9.1 The Seller and the Seller Group Entity Guarantee and Indemnity

The Seller shall, and shall cause the other Seller Group Entities to, unconditionally and irrevocably guarantee on a joint and several and unlimited basis, the Guaranteed Obligations and shall indemnify the Purchaser from and against all losses arising from a breach of and agrees on written demand of the Purchaser to perform or discharge any such obligations which have not been fully paid, performed or discharged at the times and in the manner provided for in this Agreement. Concurrently with the delivery of this Agreement by the Seller:

- (a) the Seller and each of the other Seller Group Entities (other than the Parent) shall execute and deliver a full recourse guarantee in favour of the Purchaser in form and substance satisfactory to the Purchaser, acting reasonably (the “**Project Entity Guarantees**”); and
- (b) the Parent shall execute and deliver a guarantee (the “**Parent Guarantee**”) in favour of the Purchaser substantially on the same terms as the Project Entity Guarantees except that the Parent Guarantee will provide that upon the Deposit Reduction Date, the Purchaser’s recourse with respect to the Parent’s obligations under the Parent Guarantee and the other Transaction Documents to which it is a party will be limited to the security constituted by the Guarantor Security Agreement to which the Parent is a party and any amounts received or receivable pursuant to a realization of such Guarantor Collateral.

9.2 Guarantor Security

- (a) In addition to the Guarantees, the Seller and each other Seller Group Entity shall grant, as security for its obligations under its respective Guarantee, to and in favour of the Purchaser, first ranking (subject only to Permitted Encumbrances), charges, pledges and security interests in, to and over (i) in the case of each Seller Group Entity that holds shares of another Seller Group Entity, the Pledged Shares, any Indebtedness owing by any Seller Group Entity (other than the Parent) to it and any other property, assets or proceeds (other than Permitted Distributions) of the San Antonio Project directly held or acquired by it, and (ii) in the case of the Seller and each other Project Entity, all of its assets, property and undertaking, including for certainty the Pledged Shares, and in each case, all proceeds thereof (collectively, the property referred to in above paragraphs (i) and (ii) is the “**Guarantor Collateral**”), all pursuant to one or more security agreements (collectively, the “**Guarantor Security Agreements**”), together with such share certificates, control agreements, transfer powers, notations, endorsements, registrations, opinions and other documents, instruments and agreements in connection therewith as the Purchaser may reasonably require (“**Guarantor Security Supporting Documents**” together with the Guarantor Security Agreements, the “**Guarantor Security Documents**”), each in form and substance satisfactory to the Purchaser, acting reasonably, and in each case subject to Permitted Encumbrances.
- (b) Without limitation of this Section 9.2, the Seller shall deliver, or cause to be delivered, to the Purchaser
 - (i) on the Amendment Date (or such later date as the Purchaser may agree in its sole discretion):
 - (A) a duly executed securities and debt pledge agreement by the Parent charging all equity interests in the capital of Canadian Holdco and any other Project Entity, all Indebtedness owing by any Project Entity to it and any other property, assets or proceeds (other than Permitted Distributions) of the San Antonio Project directly held or acquired by it, in form and substance satisfactory to the Purchaser, acting reasonably;
 - (B) a duly executed security agreement by Canadian Holdco charging all of its present and after acquired property in form and substance satisfactory to the Purchaser, acting reasonably;
 - (C) a duly executed Subordination and Postponement of Claims by each of the Seller Group Entities, in form and substance satisfactory to the Purchaser, acting reasonably;
 - (D) a confirmation of existing security by the Seller, in form and substance satisfactory to the Purchaser, acting reasonably;
 - (E) a legal opinion, in form and substance satisfactory to the Purchaser, acting reasonably, of the Seller’s legal counsel in Canada and

Mexico addressed to the Purchaser confirming, as applicable, (1) the legal status of each Seller Group Entity, (2) the corporate power and authority of each of Seller Group Entity to execute, deliver and perform this Agreement, the Guarantees and Security Documents and the authorization, execution and delivery of this Agreement, the Guarantees and Security Documents, (3) the enforceability of the Guarantees and Guarantor Security Agreements referred to in this Section 9.2(b)(i), (4) the validity and perfection of the Encumbrances created by the Guarantor Security Agreements referred to in this Section 9.2(b)(i) and due registration thereof, and (5) no breach of constating documents or applicable laws in connection with such Guarantor Security Agreements, and (6) title to the San Antonio Property;

- (F) such resolutions, certificates and other Guarantor Security Supporting Documents in connection with this Agreement, the Guarantees and Security Documents as the Purchaser shall reasonably request; and
- (ii) as soon as reasonably practicable, and in any event within [*redacted – time period*] from the Amendment Date (or such later date as the Purchaser may agree, acting reasonably):
 - (A) the Seller Shareholder Pledge; and
 - (B) evidence of the filing or registration of the Seller Shareholder Pledge in the *Registro Unico de Garantias Mobiliarias*; and
 - (C) a legal opinion, in form and substance satisfactory to the Purchaser, acting reasonably, of the Seller's legal counsel in Canada and Mexico addressed to the Purchaser confirming, as applicable, the legal status of each Seller Group Entity, the enforceability of the Seller Shareholder Pledge, the validity and perfection of the Encumbrances created thereby and due registration thereof, and no breach of constating documents or applicable laws in connection with the Security Documents.
- (c) The Seller shall cause each and any person who becomes a Seller Group Entity after the date hereof to (i) execute a Guarantee in substantially the same form as the Guarantees executed on the Amendment Date, (ii) a Guarantor Security Agreement, and (iii) any Security Supporting Documents and Guarantor Security Supporting Documents.
- (d) The Seller shall, and shall cause each Seller Group Entity (currently or in the future) to whom any debt, liability or obligation is owed by a Seller Group Entity from time to time, to execute and deliver a Subordination and Postponement of Claims or a joinder pursuant to the Subordination and Postponement of Claims referred to in Section 9.2(b)(i)(C).

- (e) Until the Commencement of Commercial Production, except for Permitted Distributions, the Seller shall not, and shall cause any other Project Entity (currently or in the future) to not, make or commit to make any Distribution or other payment or transfer of assets, including by way of set-off or in-kind.
- (f) Following the Commencement of Commercial Production and until the Deposit Reduction Date, the Seller shall not, and shall cause any other Project Entity (currently or in the future) to not, make or commit to make any Distribution or other payment or transfer of assets including by way of set-off or in-kind unless:
 - (i) no Seller Event of Default and no event that, with the giving of notice or passage of time would constitute a Seller Event of Default, has occurred and is continuing or would occur as a result of such Distribution;
 - (ii) all operating expenses of the Seller then due and owing have been paid in full;
 - (iii) all amounts then due and owing in respect of any Indebtedness (“**third-party debt**”) of any Project Entity (other than Indebtedness owing to any Seller Group Entity) have been paid in full; and
 - (iv) after giving effect to such Distribution, the Seller expects to be able to pay all operating expenses and all amounts in respect of any third-party debt expected to come due and owing in the next [*redacted – time period*].
- (g) The Seller shall cause all such further agreements, instruments and documents to be executed and delivered and all such further acts and things to be done as the Purchaser may from time to time reasonably require in order to obtain, perfect and maintain first ranking prior perfected charges and security interests in, to and over all of the Guarantor Collateral, subject only to Permitted Encumbrances. For greater certainty, the Seller shall use, and cause the Seller Group Entities to use, commercially reasonable efforts, to expedite the registration of the Seller Property Pledge against the San Antonio Property in the Public Registry of Mining (Mexico), and shall provide the Purchaser with updates each month as to the status thereof.
- (h) The Seller shall not contest, and shall cause each other Seller Group Entity not to contest, in any manner, the effectiveness, validity, binding nature or enforceability of the Transaction Documents.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of Seller

The Seller, acknowledging that the Purchaser is entering into this Agreement in reliance thereon, hereby makes on and as of the date of the Original Agreement, the representations and warranties to the Purchaser set forth in Schedule D; provided that any reference or representation as to Canadian Holdco shall not be included prior to the Amendment Date.

10.2 Representations and Warranties of the Purchaser

The Purchaser, acknowledges that the Seller entered into the Original Agreement in reliance thereon, hereby makes on and as of the date of the Original Agreement, the representations and warranties to the Seller set forth in Schedule E.

10.3 Survival of Representations and Warranties

The representations and warranties set forth in Schedules D and E shall survive the execution and delivery of this Agreement.

10.4 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the “knowledge” of the Seller, it shall be deemed to refer to the actual knowledge of any of the Seller’s Chairman, Chief Executive Officer, President, Chief Financial Officer, General Manager and any other senior officer from time to time and all information which ought to have been known by any of them after conducting a reasonable inquiry into the matters in question, whether or not any such inquiry was actually made.

ARTICLE 11 SELLER EVENTS OF DEFAULT

11.1 Seller Events of Default

Each of the following events or circumstances which is continuing constitutes an event of default by the Seller (each, a “**Seller Event of Default**”):

- (a) the Seller fails to sell and deliver the Refined Gold or Refined Silver to the Purchaser on the terms and conditions set forth in this Agreement within [*redacted – time period*] after receipt of notice from the Purchaser notifying the Seller of such default;
- (b) the Seller is in breach or default of its obligations under Section 8.1 or the Seller or any applicable Seller Group Entity is in breach or default of its obligations under the Security Documents;
- (c) other than as provided in Sections 11.1(a) or 11.1(b), any Seller Group Entity is in breach or default of any terms or conditions, or any of its covenants or obligations, set forth in this Agreement or any other Transaction Document in any material respect, which breach or default is not remedied within a period of [*redacted – time period*] following delivery by the Purchaser to the Seller of written notice of such breach or default, or such longer period of time as the Purchaser may determine in its sole discretion;
- (d) any of the representations or warranties given by the Seller or any other Seller Group Entity under or in connection with the Transaction Documents is inaccurate in any material respect (or in any respect in the case of representations and warranties that are qualified by materiality) as of the date given, and such

inaccuracy is not remedied within a period [*redacted – time period*] following delivery by the Purchaser to the Seller of written notice of such inaccuracy, or such longer period of time as the Purchaser may determine in its sole discretion;

- (e) in respect of Indebtedness of the Seller, or any other Project Entity in a principal amount of: (a) prior to the execution and availability of a Project Facility, [*redacted - commercially sensitive information*] or more; or (b) following the execution and availability of a Project Facility, \$[*redacted - commercially sensitive information*] or more, any (i) failure by such person to pay any such Indebtedness at the stated maturity thereof or upon the occurrence of an event as a result of which the holder of such Indebtedness has declared the principal thereof to be due and payable prior to the stated maturity thereof, or any event shall occur and shall continue after the applicable grace period (if any) specified in any agreement or instrument relating to any such Indebtedness of any such person, the effect of which is to permit the holder of such Indebtedness to declare the principal amount thereof to be due and payable prior to its stated maturity and in respect of which such holder has so declared the principal amount to be payable, or (ii) failure by any one or more of the Project Entities to perform or observe any covenant or agreement to be performed or observed by it contained in any agreement or instrument evidencing any of such Indebtedness, the effect of which is to permit the holder of such Indebtedness to declare the principal amount thereof to be due and payable prior to its stated maturity and in respect of which the holder has so declared the principal amount to be payable or has sought to enforce a guarantee in respect thereof;
- (f) in respect of Guaranteed Parent Indebtedness of the Parent or any Affiliate thereof any (i) failure by such person to pay any such Indebtedness at the stated maturity thereof or upon the occurrence of an event as a result of which the holder of such Indebtedness has declared the principal thereof to be due and payable prior to the stated maturity thereof, or any event shall occur and shall continue after the applicable grace period (if any) specified in any agreement or instrument relating to any such Indebtedness of any such person, the effect of which is to permit the holder of such Indebtedness to declare the principal amount thereof to be due and payable prior to its stated maturity and in respect of which such holder has so declared the principal amount to be payable, or (ii) failure by such person or any one or more of the other obligors thereunder to perform or observe any covenant or agreement to be performed or observed by it contained in any agreement or instrument evidencing any of such Indebtedness, the effect of which is to permit the holder of such Indebtedness to declare the principal amount thereof to be due and payable prior to its stated maturity and in respect of which the holder has so declared the principal amount to be payable or has sought to enforce a guarantee in respect thereof;
- (g) any (A) event of default under any Project Facility; or (B) event of default under any other Indebtedness of the Seller or any other Project Entity in a principal amount of: (1) prior to the execution and availability of a Project Facility, \$[*redacted - commercially sensitive information*] (or the Exchange Equivalent thereof) or more, or (2) following the execution and availability of a Project Facility, \$[*redacted - commercially sensitive information*] (or the Exchange

Equivalent thereof) or more; or (C) event of default under any Guaranteed Parent Indebtedness; which in each case is not waived by the lenders or providers of such Indebtedness within [*redacted – time period*] of the occurrence thereof;

- (h) upon the occurrence of an Insolvency Event affecting the Seller or any other Seller Group Entity;
- (i) upon the occurrence of a Material Adverse Effect;
- (j) except as otherwise contemplated herein, any Security becomes invalid or unenforceable or otherwise ceases to constitute a first ranking perfected Encumbrance over the Collateral or Guarantor Collateral (subject to any Permitted Encumbrances), and such default has not been remedied within [*redacted – time period*] of the earlier of (i) any of the Seller or any other Seller Group Entity becoming aware of such default, and (ii) receipt of notice from the Purchaser notifying the Seller of such default;
- (k) any Governmental Authority condemns, expropriates, seizes or appropriates any property or part thereof which when combined with any other property previously condemned, expropriated, seized or appropriated, forms a material part of the San Antonio Project or the Collateral;
- (l) any Permit that has been previously obtained by the Seller is suspended, cancelled, revoked, forfeited, surrendered, refused renewal or terminated (whether in whole or in part) at any time prior to the Deposit Reduction Date or otherwise is not, or ceases to be, in full force and effect at any time prior to the Deposit Reduction Date and the Seller fails to cure such default within [*redacted – time period*] following such default;
- (m) upon the occurrence of a Change of Control of the Seller or any other Seller Group Entity, except for a Pre-approved Change of Control or a Change of Control permitted pursuant to Article 7;
- (n) until the Deposit Reduction Date, the abandonment, loss or forfeiture of any material portion of the San Antonio Project or the San Antonio Property except in compliance with Section 7.3;
- (o) it is or becomes unlawful for the Seller or any other Seller Group Entity to perform any of its obligations under any Transaction Document to which it is a party or any of the security created or expressed to be created by the Security Documents ceases to be effective or enforceable at any time at which such security is intended to be effective or enforceable; or
- (p) the Seller or any other Seller Group Entity repudiates or rescinds any Transaction Document or purports to repudiate or rescind any Transaction Document.

11.2 Remedies

- (a) If a Seller Event of Default occurs and is continuing, the Purchaser shall have the right, upon written notice to the Seller, at its option and in addition to and not in substitution for any other remedies available to it hereunder or at law or equity, to take any or all of the following actions:
 - (i) demand all amounts and deliveries then owing by the Seller to the Purchaser;
 - (ii) terminate this Agreement by written notice to the Seller and, without limiting Section 11.2(a)(i), demand all Losses suffered or incurred by the Purchaser as a result of the occurrence of such Seller Event of Default and termination, including an amount equal to the greater of (a) the Deposit Balance plus an amount of interest equal to the aggregate amount of interest that would have accrued on the Deposit Balance based on a [redacted]% annual rate of interest calculated, accrued and compounded annually, from the funding date of the Deposit until such date of termination (the “**Deposit Repayment Default Amount**”), and (b) the Net Present Value of the Remaining Stream based on a [redacted]% discount rate; and
 - (iii) enforce the Security.

For greater clarity, the Deposit Repayment Default Amount shall be included only once when determining the amount of all Losses suffered or incurred pursuant to Section 11.2(ii).

- (b) The Parties hereby acknowledge and agree that (i) the Purchaser will be damaged by a Seller Event of Default; (ii) it would be impracticable or extremely difficult to fix the actual damages resulting from a Seller Event of Default; (iii) any sums payable in accordance with Section 11.2(a)(ii) with respect to a Seller Event of Default are in the nature of liquidated damages, not a penalty, and are fair and reasonable; and (iv) the amount payable in accordance with Section 11.2(a)(ii) with respect to a Seller Event of Default represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such Seller Event of Default in full and final satisfaction of all amounts owed in respect of such Seller Event of Default.
- (c) For greater certainty, if the Purchaser does not exercise its right under Section 11.2(a)(ii), the obligations of the Seller or any successors following a realization hereunder shall continue in full force and effect.

ARTICLE 12 PURCHASER EVENTS OF DEFAULT

12.1 Purchaser Events of Default

Each of the following events or circumstances constitutes an event of default by the Purchaser (each, a “**Purchaser Event of Default**”):

- (a) the Purchaser fails to pay for Refined Gold or Refined Silver delivered to the Purchaser in accordance with Sections 2.4 or 2.5, as applicable, and such failure is not remedied within [*redacted – time period*] following delivery by the Seller to the Purchaser of written notice of such default (a “**Seller Suspension Event**”);
- (b) the Purchaser is in breach or default of any terms or conditions, or any of its covenants or obligations, set forth in this Agreement in any material respect (other than a breach or default of the covenants or obligations referenced in Section 12.1(a)) and such breach or default is not remedied within a period of [*redacted – time period*] following delivery by the Seller to the Purchaser of written notice of such breach or default, or such longer period of time as the Seller may determine in its sole discretion; or
- (c) any of the representations or warranties given by the Purchaser is inaccurate in any material respect (or in any respect in the case of representations and warranties that are qualified by materiality) as of the date given, and such inaccuracy is not remedied within a period of [*redacted – time period*] following delivery by the Seller to the Purchaser of written notice of such inaccuracy, or such longer period of time as the Seller may determine in its sole discretion.

12.2 Remedies

- (a) Intentionally deleted.
- (b) If a Seller Suspension Event occurs and is continuing, the Seller shall continue to comply with its obligations under this Agreement, including the obligation to Deliver Refined Gold and Refined Silver to the Purchaser under Section 2.2 but the Seller shall be entitled to (i) reduce the amount of the next Delivery or Deliveries of Refined Gold to the Purchaser required by this Agreement by a percentage equal to the quotient of any unpaid Gold Purchase Price divided by the Gold Reference Price used in calculating the unpaid Gold Purchase Price; and (ii) reduce the amount of the next Delivery or Deliveries of Refined Silver to the Purchaser required by this Agreement by a percentage equal to the quotient of any unpaid Silver Purchase Price divided by the Silver Reference Price used in calculating the unpaid Silver Purchase Price. If a Seller Suspension Event occurs and is continuing for a period of [*redacted – time period*], the Seller shall have the right, at its option, upon written notice to the Purchaser, to suspend, without interest or penalty, its delivery obligations under Section 2.2, and the Seller shall not be obligated to sell any Refined Gold or Refined Silver to the Purchaser in respect of deliveries of Refined Gold and Refined Silver to an Offtaker made during such suspension. If, during a suspension by the Seller pursuant to a Seller Suspension Event, the Purchaser then cures the Seller Suspension Event in full, the Seller’s obligations under this Agreement shall recommence as of the date the Purchaser cures the Seller Suspension Event in full, and the Seller shall be obligated to make any required Deliveries or payments in respect of the period during which such suspension was in effect and subsequently cured, provided that the Purchaser has first reimbursed the Seller for any incremental costs and expenses resulting from the delayed payment and first compensates the Seller for any increased costs incurred by the

Seller in acquiring the required Refined Gold and/or Refined Silver for purposes of making such Deliveries, by reason of any increase in the Gold Reference Price and/or the Silver Reference Price between the date that the suspended Deliveries should have been made and the date such Deliveries are actually made after cessation of the suspension.

- (c) If a Purchaser Event of Default described in Section 12.1 occurs and is continuing, the Seller shall have no right to terminate this Agreement, but shall have the right to commence a proceeding against the Purchaser to recover the Seller's direct and actual damages arising out of such Purchaser Event of Default, but not expectation or consequential damages, which right shall be the Seller's sole and exclusive remedy for any such Purchaser Event of Default.

ARTICLE 13

ADDITIONAL PAYMENT TERMS

13.1 Payments

All payments of funds due by one Party to another under this Agreement shall be made in U.S. dollars and shall be made by wire transfer in immediately available funds to the bank account or accounts designated by the receiving Party in writing from time to time.

13.2 Taxes

- (a) All deliveries of Refined Gold and Refined Silver and all payments and transfers of property of any kind under the Transaction Documents by any Seller Group Entity shall be made without any deduction, withholding, charge, levy or imposition for or on account of any Taxes, except as required by Applicable Laws.
- (b) Subject to Section 13.2(c) below, all Taxes, if any, as are required by Applicable Laws to be deducted, withheld, charged, levied, collected or imposed on any person or with respect to any such delivery, payment or transfer made by any Seller Group Entity shall be paid by the Seller by delivering, paying or transferring to the Purchaser or on its behalf, in addition to such delivery, payment or transfer (each, an "**Additional Amount**"), such additional delivery, payment or transfer as is necessary to ensure that the net amount received by the Purchaser (net of any such Taxes, including any Taxes required to be deducted, withheld, charged, levied, collected or imposed on any such Additional Amount) equals the full amount that the Purchaser would have received had no such deduction, withholding, charge, levy, collection or imposition been required.
- (c) Notwithstanding Section 13.2(b), the Seller or any other Seller Group Entity shall not be responsible for any Excluded Taxes (as defined below) imposed or collected by any jurisdiction in respect of deliveries of Refined Gold or Refined Silver or payments and transfers of property of any kind made by a Seller Group Entity pursuant to the Transaction Documents. For these purposes "**Excluded Taxes**" means any additional Taxes imposed or collected by a jurisdiction by reason of the Purchaser (or any assignee of the Purchaser pursuant to Section 15.11, but with respect only to the interest of such assignee) (i) being incorporated or resident in

that jurisdiction, (ii) carrying on business in, or having a permanent establishment or a connection in, that jurisdiction, or (iii) participating in a transaction separate from this Agreement in that jurisdiction, in each case determined by application of the laws of that jurisdiction, and in each case other than by reason of purchasing Refined Gold or Refined Silver under this Agreement, receiving payments, transfers or deliveries under this Agreement in that jurisdiction, making payments under this Agreement, or enforcing rights under the Transaction Documents.

- (d) The Parties agree to reasonably cooperate to: (i) ensure that no more Taxes, duties or other charges are payable than is required under Applicable Law; and (ii) obtain a refund or credit of any Taxes which have been overpaid.
- (e) Following the execution and delivery of this Agreement, each of the Parties will co-operate reasonably with the other Party in implementing any proposed adjustments to the structure or terms of this Agreement to facilitate tax planning, provided that such adjustments have no material adverse impact on the non-proposing Party and that the costs of such adjustments shall be paid for by the proposing Party.

13.3 Overdue Payments

Any payment or delivery not made by a Party on or by any applicable payment or delivery date referred to in this Agreement shall incur interest from the due date until such payment or delivery is paid or made in full at a per annum rate equal to *[redacted]*% from and after the due date, calculated, compounded and paid monthly in arrears.

13.4 Set-Off

Any dollar amount or Refined Gold or Refined Silver owing by a Party to any other Party under this Agreement may be set off against any dollar amount or Refined Gold or Refined Silver owed to such Party by the other Party. Any amount of Refined Gold or Refined Silver set off and withheld against any non-payment by a Party shall be valued at the Gold Reference Price or Silver Reference Price, as applicable, on the trading day immediately preceding the next applicable Date of Delivery of Refined Gold or Refined Silver payable to such Party and shall result in a reduction in an amount of Refined Gold or Refined Silver, as applicable, otherwise to be delivered by that number.

ARTICLE 14 INDEMNITIES

14.1 Indemnity of the Seller

The Seller agrees to indemnify and save the Purchaser, its Affiliates and their directors, officers, employees and agents harmless from and against any and all Losses suffered or incurred by any of them as a result of, in respect of, or arising as a consequence of:

- (a) any breach or inaccuracy of any representation or warranty of the Seller Group Entities contained in this Agreement or the other Transaction Documents, including

without limitation the representations and warranties set forth in Schedule D hereto, or in any document, instrument or agreement delivered pursuant hereto or thereto;

- (b) any breach, including breach due to non-performance, by the Seller Group Entities of any covenant or agreement to be performed by any of the Seller Group Entities contained in this Agreement or the other Transaction Documents or in any document, instrument or agreement delivered pursuant hereto or thereto;
- (c) the development or operation of the San Antonio Project;
- (d) the failure of any Project Entity to comply with any Applicable Law, including any Applicable Law relating to environmental matters and reclamation obligations, with respect to the San Antonio Project; or
- (e) the physical environmental condition of the San Antonio Project and matters of health and safety related to the San Antonio Project or any action or claim brought with respect thereto (including conditions arising prior to the date of this Agreement),

provided that the foregoing shall not apply to any Losses to the extent they arise primarily from the gross negligence or willful misconduct of such indemnified persons. This clause shall survive termination of this Agreement.

14.2 Indemnity of Purchaser

The Purchaser agrees to indemnify and save the Seller, its Affiliates and its directors, officers, employees and agents harmless from and against any and all Losses suffered or incurred by any of them as a result of, in respect of, or arising as a consequence of:

- (a) any breach or inaccuracy of any representation or warranty of the Purchaser contained in this Agreement or the other Transaction Documents, including without limitation the representations and warranties set forth in Schedule E hereto, or in any document, instrument or agreement delivered pursuant hereto or thereto; or
- (b) any breach, including breach due to non-performance, by the Purchaser of any covenant or agreement to be performed by the Purchaser contained in this Agreement or the other Transaction Documents or in any document, instrument or agreement delivered pursuant hereto or thereto,

provided that the foregoing shall not apply to any Losses to the extent they arise primarily from the gross negligence or willful misconduct of such indemnified persons. This clause shall survive termination of this Agreement.

ARTICLE 15 GENERAL

15.1 Disputes and Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof which has not been resolved by the Parties within the time frames specified herein (or where no time frames are specified, within [*redacted – time period*] of the delivery of written notice by either Party of such dispute, controversy or claim) shall be referred to the chief executive officer of the Seller and the Managing Director of the Purchaser for prompt resolution. Any such dispute, controversy or claim which cannot be resolved by such persons within [*redacted – time period*] after it has been so referred to them hereunder, including the determination of the scope or applicability of this Agreement to arbitrate, shall be settled by binding arbitration administered by the International Center for Dispute Resolution, and any Party may so refer such dispute, controversy or claim to binding arbitration. Such referral to binding arbitration shall be to one qualified arbitrator in accordance with the Arbitration Rules, as may be amended from time to time, which Arbitration Rules shall govern such arbitration proceeding. The arbitration shall be confidential as set out in Schedule C. The place of arbitration shall be London, England and the language of arbitration shall be English. The determination of such arbitrator shall be final and binding upon the Parties and the costs of such arbitration shall be as determined by the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This Section 15.1 shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. The Parties covenant and agree that they shall conduct all aspects of such arbitration having regard at all times to expediting the final resolution of such arbitration. Notwithstanding the foregoing, this Section 15.1 shall not apply to the Security Documents.

15.2 Further Assurances

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

15.3 No Joint Venture

Nothing herein shall be construed to create, expressly or by implication, a joint venture, mining partnership, commercial partnership, agency relationship, fiduciary relationship, or other partnership relationship between the Purchaser and any Seller Group Entity.

15.4 Governing Law

This Agreement shall be governed by and construed under the laws of England and Wales (without regard to its laws relating to any conflicts of laws). The United Nations Vienna Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

15.5 Notices

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 sent by electronic mail in PDF format, addressed to:

(i) If to the Seller to:

Sapuchi Minera, S. de R.L. De C.V.
c/o Axo Copper Corp.
2446 Purcells Cove Road
Halifax, Nova Scotia B3V 1G3

Attention: Jonathan Egilo
E-mail: *[redacted - personal information]*

(ii) If to the Purchaser, to:

[redacted - confidential]

Attention: Michael Spencer, President
E-mail: *[redacted - personal information]*

with a copy to:

[redacted - confidential]

Attention: Michael Spencer, President
E-mail: *[redacted - personal information]*

Any notice or other communication given in accordance with this section, 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 pm 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 facsimile transmission or 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 pm at the place of receipt; otherwise it shall be deemed to have been validly and effectively given on the Business Day next following such date of transmission.

15.6 Press Releases

The Parties shall jointly plan and co-ordinate, and shall cause their respective Affiliates to jointly plan and coordinate, any public notices, press releases, and any other publicity concerning the entering into of this Agreement and none of the Parties or its Affiliates shall act in this regard without reasonable prior consultation with the other Parties, unless such disclosure is required to meet timely disclosure obligations of such Parties or their Affiliates under Applicable Laws in circumstances where prior consultation with the other Parties is not practicable, and a copy of such disclosure shall be provided to the other Parties at such time as it is made publicly available.

15.7 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.

15.8 Beneficiaries

This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature or kind whatsoever under or by reason of this Agreement.

15.9 Entire Agreement

This Agreement and the Security Documents together constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, opinions, advice, assertions of fact, matters, undertakings or collateral agreements, express, implied or statutory, with respect to the subject matter hereof and thereof by or between the Parties (or by any of their respective employees, directors, officers, representatives or agents) other than as expressly set forth in this Agreement or the Security Documents.

15.10 Waivers

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

15.11 Assignment

- (a) This Agreement shall enure for the benefit of and shall be binding on and enforceable by the Parties and their respective successors and permitted assigns.
- (b) The Purchaser shall be entitled to assign this Agreement provided that (i) such assignment does not result in the Seller becoming liable to pay to the assignee, immediately following such assignment, Additional Amounts in excess of any Additional Amounts, if any, that the Seller would otherwise be liable to pay to the Purchaser immediately prior to such assignment, and (ii) if such assignment occurs prior to the payment of the Deposit in full, the Purchaser may assign this Agreement to a successor that has sufficient financial ability to assume the Purchaser's obligations hereunder, as demonstrated to the Seller's reasonable satisfaction. Notwithstanding the foregoing, the Purchaser shall not be entitled to assign this Agreement to a successor on the *Foreign Corrupt Practices Act* enforcement actions list maintained by the United States Securities and Exchange Commission without the prior written consent of the Seller.

- (c) Except as provided in Article 7 herein, neither the Seller nor any other Seller Group Entity shall Transfer, in whole or in part, any of its rights or obligations under any of the Transaction Documents, as applicable, without the prior written consent of the Purchaser.

15.12 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect and the Parties shall negotiate in good faith to replace any provision that is invalid, illegal or unenforceable with such other valid provision that most closely replicates the economic effect and rights and benefits of such impugned provision.

15.13 Costs and Expenses

Except as otherwise provided for in this Agreement, all costs and expenses incurred by a Party shall be for its own account.

15.14 Permitted Encumbrances

Any reference in any of the Transaction Documents to a Permitted Encumbrance is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Encumbrance created by any of the Transaction Documents to any Permitted Encumbrances.

15.15 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 taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or electronic scan shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

OR ROYALTIES INTERNATIONAL LTD.

Per:

Name: Michael Spencer

Title: President

SAPUCHI MINERA, S. de R.L. de C.V.

Per:

Name:

Title:

SCHEDULE A

DESCRIPTION OF SAN ANTONIO PROPERTY (WITH MAP)

[redacted - commercially sensitive information]

SCHEDULE B

INTERCREDITOR PRINCIPLES

[redacted - commercially sensitive information]

SCHEDULE C

DISPUTE RESOLUTION – CONFIDENTIALITY

[redacted - commercially sensitive information]

SCHEDULE D

SELLER REPRESENTATIONS AND WARRANTIES

[redacted - commercially sensitive information]

SCHEDULE E

PURCHASER REPRESENTATIONS AND WARRANTIES

[redacted - commercially sensitive information]

SCHEDULE F

CORPORATE CHART

[redacted - commercially sensitive information]