

**AMALGAMATION AGREEMENT**

**AMONG:**

**1246773 B.C. LTD.**

**AND:**

**2330281 ALBERTA LTD.**

**AND:**

**2311548 ALBERTA LTD.**

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## AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is dated as of the \_\_\_\_ day of March, 2021.

**AMONG:**

**1246773 B.C. LTD.**, a corporation incorporated under the laws of the Province of British Columbia

(“773”);

**AND:**

**2330281 ALBERTA LTD.** a corporation incorporated under the laws of the Province of Alberta

(“SubCo”);

**AND:**

**2311548 ALBERTA LTD.**, a corporation incorporated under the laws of the Province of Alberta

(“Target”);

**WHEREAS:**

(A) It is intended that Target, and SubCo, a wholly-owned subsidiary of 773, will amalgamate and form one corporation under the provisions of the ABCA (the “Amalgamation”);

(B) 773 is a reporting issuer in the Provinces of British Columbia and Alberta and upon completion the of Amalgamation it is intended that the common shares of 773 will be listed on the Exchange;

(C) Upon the Amalgamation taking effect, shareholders of Target will receive common shares of 773 in the proportion and to the extent set out herein;

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto do hereby covenant and agree as follows:

**PART 1**  
**INTERPRETATION**

**Definitions**

1.1 In this Agreement, the following defined terms have the meanings hereinafter set forth:

- (a) “**773**” means 1246773 B.C. Ltd., a corporation existing under the laws of the Province of British Columbia;
- (b) “**773 Convertible Securities**” means any securities of 773 that have a right to acquire 773 Shares;
- (c) “**773 Shareholders**” means the holders of 773 Shares;
- (d) “**773 Shares**” means the common shares in the capital of 773;
- (e) “**ABCA**” means the *Business Corporations Act* (Alberta), as amended, including the regulations promulgated thereunder;
- (f) “**Action**” means, with respect to any Person, any litigation, legal action, lawsuit, claim, audit, arbitration or other proceeding (whether civil, administrative, quasi-criminal or criminal) before any Governmental Authority against such Person or its business or affecting any of its assets;
- (g) “**Agreement**” means this Amalgamation Agreement (including the exhibits hereto) as supplemented, modified or amended, and not to any particular article, section, schedule, exhibit or other portion hereof;
- (h) “**Amalco**” means the amalgamated corporation continuing from the Amalgamation;
- (i) “**Amalco Shares**” means the common shares in the capital of Amalco;
- (j) “**Amalgamation**” means the amalgamation of SubCo and Target under the provisions of the ABCA on the terms and conditions set forth in this Agreement;
- (k) “**Amalgamation Application**” means the amalgamation application to be sent to the Director, as contemplated by the ABCA, in substantially the form set out in Exhibit “B” hereto;
- (l) “**Applicable Canadian Securities Laws**” means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Effective Date;

- (m) “**Applicable Laws**” means, in the context that refers to one or more Persons, any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;
- (n) “**Articles**” means the Articles of Amalco to be in substantially the form set out in Exhibit “A” to this Agreement;
- (o) “**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended, including the regulations promulgated thereunder;
- (p) “**Business**” means the business and activities carried on by Target, the Target Subsidiaries or any of them, as applicable;
- (q) “**Business Day**” means a day other than a Saturday, Sunday or other day when banks in the City of Vancouver, British Columbia or the City of Calgary, Alberta, are not generally open for business;
- (r) “**Claims**” means any and all debts, costs, expenses, liabilities, obligations, losses and damages, penalties, proceedings, actions, suits, assessments, reassessments or claims of whatsoever nature or kind including regulatory or administrative (whether or not under common law, on the basis of contract, negligence, strict or absolute liability or liability in tort, or arising out of requirements of Applicable Laws), imposed on, incurred by, suffered by, or asserted against any Person or any property, absolute or contingent, and, except as otherwise expressly provided herein, includes all reasonable out-of-pocket costs, disbursements and expenses paid or incurred by such Person in defending any action;
- (s) “**Closing**” means the closing of the Proposed Transaction;
- (t) “**Concurrent Financing**” means the private placement of Target Subscription Receipts at a price of \$0.50 per subscription receipt for gross proceeds of at least \$4,000,000;
- (u) “**Constating Documents**” means as to each of the Parties and the Target Subsidiaries, its respective certificate of incorporation, notice of articles, articles and bylaws, as applicable, as in effect as of the date of this Agreement;
- (v) “**Corporate Records**” means, the corporate records of each of the Parties and the Target Subsidiaries, including its respective Constating Documents, share registers, registers of directors, list of bank accounts and signing authorities and minutes of shareholders’ and directors’ meetings;

- (w) “**Registrar**” means the Registrar appointed under Section 263 of the ABCA;
- (x) “**Effective Date**” means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;
- (y) “**Effective Time**” means the effective time of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;
- (z) “**Encumbrances**” means any encumbrance of any kind whatsoever and includes any pledge, lien, charge, security interest, lease, title retention agreement, mortgage, hypothec, restriction, royalty, right of first refusal, development or similar agreement, option or adverse claim or encumbrance of any kind or character whatsoever or howsoever arising, and any right or privilege capable of becoming any of the foregoing;
- (aa) “**Environmental Approvals**” means, with respect to any Person, all permits, certificates, licences, authorizations, consents, instructions, registrations, directions, approvals, decisions, decrees, conditions, notifications, orders, demands or Claims issued or required by any Governmental Entity pursuant to any Environmental Laws, which are binding upon or applicable to such Person or its business, assets or securities;
- (bb) “**Environmental Laws**” means all Applicable Laws whether foreign or domestic, including applicable common law and civil law, for the protection of the natural environment and human health and safety and for the regulation of contaminants, pollutants, waste, toxic and hazardous substances, and includes Environmental Approvals;
- (cc) “**Exchange**” means the TSX Venture Exchange;
- (dd) “**Final Exchange Bulletin**” means the Exchange bulletin which is issued following completion of the Proposed Transaction and the submission of all required documentation and that evidences the final Exchange acceptance of the listing of the 773 Shares;
- (ee) “**Governmental Authority**” means any federal, state, provincial and municipal government, regulatory authority, governmental department, ministry, agency, commission, bureau, official, minister, crown corporation, court, board, tribunal, stock exchange, dispute settlement panel or body or other law, rule or regulation-making entity having jurisdiction;
- (ff) “**IFRS**” means International Financial Reporting Standards applicable as of the date of the financial statements, document or event in question;
- (gg) “**ITA**” means the *Income Tax Act* (Canada), as amended, including the regulations promulgated thereunder, as amended from time to time;

- (hh) “**Listing Application**” means the TSXV Form 2B - Listing Application to be filed by 773 in respect of the Proposed Transaction pursuant to the policies of the Exchange;
- (ii) “**Material Adverse Change**” or “**Material Adverse Effect**” means, with respect to a Person, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, results of operations, assets, capitalization, financial condition, rights, liabilities or prospects, contractual or otherwise, of such Person and its subsidiaries, if applicable, taken as a whole, other than any matter, action, effect or change relating to or resulting from:
  - (i) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the other Party prior to the date of this Agreement;
  - (ii) any action or inaction taken by such Person to which the other Person had consented in writing;
  - (iii) the announcement of the transactions contemplated by the Amalgamation or this Agreement; or
  - (iv) general economic, financial, currency exchange, securities, banking or commodity market conditions in the United States, Canada or worldwide;
- (jj) “**Material Change**” and “**Material Fact**” has the meanings ascribed thereto under the Applicable Canadian Securities Laws;
- (kk) “**Material Contract**” means those contracts, agreements, understandings or arrangements entered into by Target or the Target Subsidiaries which have individual payment obligations on the part of Target or the Target Subsidiaries that exceed \$25,000, are for a term extending one year after the Effective Time, have been entered into out of the ordinary course of business, or are otherwise material to the Business;
- (ll) “**Name Change**” has the meaning ascribed thereto in Section 5.6;
- (mm) “**NSR**” means the 2% net smelter return royalty granted or registered by the Target Subsidiaries in favour of Gino Zandonai with respect to the Projects;
- (nn) “**Outside Date**” means June 30, 2021;
- (oo) “**Parties**” means, collectively, the parties to this Agreement, and “**Party**” means any one of them;
- (pp) “**Person**” is to be broadly interpreted and means any individual, partnership, limited partnership, limited liability partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;
- (qq) “**Projects**” means the four copper exploration projects known as: (i) El Cofre Project; (ii) Los Naranjos Project; (iii) Caballo Muerto Project; and (iv) Placeton Project the details of which are set forth in Exhibit B hereto;

- (rr) “**Public Record**” means all information filed by 773 with any securities commission or similar regulatory authority which are available through the SEDAR website as of the date hereof;
- (ss) “**Proposed Transaction**” means the proposed business combination of 773 and Target to form the Resulting Issuer;
- (tt) “**Qualifying Property**” means the Placeton Project described in Exhibit B hereto;
- (uu) “**Registrar**” means the Registrar appointed under Section 263 of the ABCA;
- (vv) “**Related Party Liability**” means all related party liabilities owed by 773 to 2583262 Ontario Inc.;
- (ww) “**Resulting Issuer**” means 773 upon completion of the Amalgamation and the listing of the 773 Shares on the Exchange;
- (xx) “**Securities Act**” means the *Securities Act* (British Columbia), as amended, including the regulations promulgated thereunder;
- (yy) “**SubCo**” means 2330281 Alberta Ltd., a wholly-owned subsidiary of 773;
- (zz) “**SubCo Shares**” means common shares in the capital of SubCo;
- (aaa) “**subsidiary**” has the meaning ascribed thereto in the Securities Act;
- (bbb) “**Tailing D&O Insurance**” has the meaning ascribed thereto in Section 2.11 of this Agreement;
- (ccc) “**Target**” means 2311548 Alberta Ltd., a corporation organized under the laws of the Province of Alberta;
- (ddd) “**Target Convertible Securities**” means any securities in the Target that have a right to acquire Target Shares;
- (eee) “**Target Disclosure Letter**” means the disclosure letter executed by Target and delivered to 773 concurrently with the execution of this Agreement;
- (fff) “**Target Financial Statements**” means: (i) the audited annual financial statements of Target for the period from incorporation to December 31, 2020 and the notes thereto and management discussion and analysis in respect thereof; (ii) the audited annual financial statements for Aconcagua Minerals SPA for the financial years ended December 31, 2020 and 2019 and the notes thereto; and (iii) the audited annual financial statements for Cobalt Chile SPA for the period from incorporation to December 31, 2020 and the notes thereto, and such other financial statements as may be required by the Exchange;

- (ggg) “**Target Insurance**” has the meaning ascribed there in Section 4.2(r) of this Agreement;
- (hhh) “**Target Resolution**” means the special written resolution of Target Shareholders to authorize, approve and adopt the Amalgamation and related matters;
- (iii) “**Target Shareholders**” means the holders of Target Shares;
- (jjj) “**Target Shares**” means common shares in the capital of Target;
- (kkk) “**Target Subscription Receipts**” means subscription receipts of Target issued pursuant to the Concurrent Financing which will automatically convert into Target Shares immediately prior to the Effective Time in accordance with their terms on the basis of one Target Share for each outstanding subscription receipt;
- (lll) “**Target Subsidiaries**” means Cobalt Chile SPA, Aconcagua Minerals SPA and any other subsidiaries that Target has acquired or may acquire prior to the completion of the Amalgamation, and a Target Subsidiary means any thereof;
- (mmm) “**Target Subsidiaries Financial Statements**” means the audited annual financial statements of the Target Subsidiaries for the years ended December 31, 2020 and 2019 together with the notes thereto and the management discussion and analysis in respect thereof;
- (nnn) “**Transfer Agent**” means TSX Trust Company, being the transfer agent for the 773 Shares;
- (ooo) “**U.S. Person**” means a “U.S. person” as such term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (ppp) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules, regulations and orders promulgated thereunder; and
- (qqq) “**Zandonai Agreement**” means the agreement to be entered into following closing between the Resulting Issuer and Gino Zandonai, whereby the Resulting shall agree that, in the event that the Resulting Issuer determines that it: (i) shall not continue with any exploration activity on any of the Projects; and (ii) will allow the exploration permits on such Project to lapse, it shall provide Gino Zandonai (or his nominee) with an option to acquire that Project for the nominal consideration of \$1.00.

## **Interpretation**

1.2 For the purposes of this Agreement, except as otherwise expressly provided:

- (a) the division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereto”, “herein” and

“hereunder” and similar expressions refer to this Agreement (including exhibits hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto;

- (b) words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders;
- (c) the word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (d) if any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day in such place;
- (e) any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, and to any regulations promulgated thereunder. References to any agreement or document shall be to such agreement or document (together with all schedules and exhibits thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time;
- (f) all sums of money that are referred to in this Agreement are expressed in lawful money of Canada unless otherwise noted;
- (g) unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature are required to be made shall be made in a manner consistent with IFRS;
- (h) all representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief and general principals of equity);
- (i) where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, with respect to Target it refers to the actual knowledge of Gino Zandonai and Natalie Stevens and with respect to 773 it refers to the actual knowledge of James Ward, in each case after due inquiry; and

- (j) the Parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

### **Exhibits**

1.3 The following exhibits attached hereto are incorporated into and form an integral part of this Agreement:

Exhibit "A" – Form of Articles of Amalco

Exhibit "B" – Description of Projects and Mining Claims

## **PART 2** **THE AMALGAMATION**

### **Agreement to Amalgamate**

2.1 The Parties agree that SubCo and Target shall amalgamate pursuant to the provisions of the ABCA as of the Effective Date and continue as one corporation on the terms and conditions set out in this Agreement.

### **Effect of Amalgamation**

2.2 Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time:

- (a) Target and SubCo shall be amalgamated and continue as one corporation;
- (b) each of Target and SubCo shall cease to exist as entities separate from Amalco;
- (c) the property of each of SubCo and Target shall continue to be the property of Amalco;
- (d) Amalco shall continue to be liable for the obligations of each of SubCo and Target; and
- (e) the Articles and Bylaws attached hereto as Exhibit "A" shall be the articles and bylaws of Amalco.

### **Name**

2.3 The name of Amalco shall be Atacama Copper Holding Corp. or such other name as determined by the directors of Target.

**Registered Office**

2.4 The registered office of Amalco shall be 1900, 520 3<sup>rd</sup> Ave. SW, Calgary, AB, T2R 0P3.

**Authorized Capital and Restrictions on Share Transfers**

2.5 The authorized capital of Amalco shall consist of an unlimited number of common shares without par value, which shall have the rights, privileges, restrictions and conditions set out in the Articles. No shares of Amalco may be transferred except in compliance with the restrictions set out in the Articles.

**Fiscal Year**

2.6 The fiscal year end of Amalco shall be December 31 of each calendar year.

**Business**

2.7 There shall be no restriction on the business which Amalco is authorized to carry on.

**Initial Directors of Amalco**

2.8 The first director of Amalco shall be the person whose name and address appear below:

<u>Name</u>	<u>Address</u>
Eugene Chen	Suite 500, 707-5 <sup>th</sup> Street S.W., Calgary, Alberta T2P 0Y3

Such director shall hold office until the first annual meeting of shareholders of Amalco or until his successor is elected or appointed.

**Initial Officers of Amalco**

2.9 The first officer of Amalco shall be the person whose name and position appear below:

<u>Name</u>	<u>Position</u>
Martyn Buttenshaw	Chief Executive Officer

**Directors and Officers of 773 Post-Closing**

2.10 At or prior to the Effective Date, 773 shall use commercially reasonable efforts to cause:

- (a) the board of directors of 773 post-Closing to consist of up to five directors, or such other number of directors as determined by Target, one (1) of which shall be nominated by 773 and four (4) of whom will be nominated by Target; and
- (b) its officers to resign without payment by or any liability to Target or 773, including any change in control or bonus payments and commitments.

2.11 Target and 773 shall enter into mutual releases with all former directors and officers of 773, in a form acceptable to 773 and Target, acting reasonably, at the Effective Time. At the time of Closing, the Resulting Issuer shall provide directors and officers insurance to all former directors and officers of 773 in a form acceptable to 773, acting reasonably, and such directors and officers insurance shall be maintained by the Resulting Issuer for not less than two years from the date of Closing (“**Tailing D&O Insurance**”).

### **Exchange of SubCo Shares and Target Shares**

2.12 Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time:

- (a) each Target Shareholder will receive one 773 Share in exchange for each Target Share held by such holder and the Target Shares will be cancelled;
- (b) each holder of SubCo Shares will receive one Amalco Share in exchange for each SubCo Share held by such holder and the SubCo Shares will be cancelled; and
- (c) in consideration for 773’s issuance of 773 Shares referenced in Section 2.12(a), Amalco shall issue to 773 one Amalco Share for each 773 Share issued by 773 under Section 2.12(a).

### **Convertible Securities**

2.13 The Parties acknowledge that, as at the Effective Time, all Target Convertible Securities will cease to represent a right to acquire Target Shares and will provide the right to acquire 773 Shares through the issuance of equivalent 773 Convertible Securities, all in accordance with the adjustment provisions provided in the certificates representing such securities.

### **Completion of the Amalgamation and Effective Date**

2.14 Upon the satisfaction or waiver of the conditions herein contained in favour of each Party, Target and SubCo shall deliver to the Registrar the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation. The Amalgamation shall become effective at the Effective Time.

### **Acknowledgment of Escrow and Resale Restrictions**

2.15 Target acknowledges and agrees that in accordance with the policies of the Exchange, the 773 Shares issued to certain Target Shareholders will be subject to escrow, seed share resale restrictions or both under the policies of the Exchange and Applicable Laws.

2.16 In addition to any other resale restrictions that may be imposed, any Target Shareholder who is a U.S. Person will receive 773 Shares in exchange for such Target Shareholder's Target Shares which will bear a legend substantially in the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A, THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT.

THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.”

### **PART 3** **COVENANTS**

#### **Mutual Covenants**

3.1 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as otherwise expressly permitted or specifically contemplated by this Agreement, as set out in the Target Disclosure Letter or as required by Applicable Laws, each of the Parties shall:

- (a) carry on its business in the usual, regular and ordinary course of business consistent with its past practice;
- (b) not incur any indebtedness other than in the ordinary course of business consistent with its past practice, or as required in connection with the transactions contemplated by this Agreement;

- (c) not alter or amend its Constatng Documents as the same exist at the date of this Agreement, except as required in connection with the transactions contemplated by this Agreement;
- (d) take, or cause to be taken, all action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Amalgamation, including using reasonable commercial efforts:
  - (i) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;
  - (ii) to effect all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Amalgamation;
  - (iii) to obtain Exchange acceptance of the Proposed Transaction and the listing of the Resulting Issuer as a Tier 1 or Tier 2 Mining Issuer;
  - (iv) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Amalgamation and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement, or the consummation of the transactions contemplated hereby; and
  - (v) to reasonably cooperate with the other Parties and their tax advisors in structuring the Amalgamation and other transactions contemplated to occur in conjunction with the Amalgamation in a tax effective manner and assist the other Parties and their tax advisors in making such investigations and enquiries with respect to such Parties in that regard, as the other Parties and its tax advisors shall consider necessary, acting reasonably;
- (e) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;
- (f) use reasonable commercial efforts to obtain and maintain the third-party approvals applicable to them and provide the same to the other Parties on or prior to the Effective Date;
- (g) use reasonable commercial efforts to complete the Amalgamation by April 30, 2021, or as soon as reasonably practicable thereafter, but in any event no later than the Outside Date;
- (h) except as provided in this Agreement, not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or Person or

perform any act or enter into any transaction or negotiation which, in the opinion of Target or 773 acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby. Without limiting the foregoing, except as provided in this Agreement, none of the Parties shall (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders, (ii) subdivide, consolidate or reclassify their share capital, or (iii) issue any of its shares or other securities convertible into shares or enter into any commitment or agreement (other than on the exercise of convertible securities) except pursuant to the consent of the other party or pursuant to the Concurrent Financing;

- (i) furnish to the other Parties such information, in addition to the information contained in this Agreement, relating to its financial condition, business, properties and affairs as may reasonably be requested by another Party, which information shall be true and complete in all material respects and shall not contain an untrue statement of any Material Fact or omit to state any Material Fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading and will notify the other Parties of any significant development or Material Change relating to it promptly after becoming aware of any such development or change;
- (j) promptly notify the other Parties in writing of any change in any representation or warranty provided in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect and the Parties shall in good faith discuss with the other Parties such change in circumstances (actual, anticipated, contemplated, or to its knowledge, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other Parties pursuant to this Section 3.1(j);
- (k) promptly notify the other Parties in writing of any material breach by such Party of any covenant, obligation or agreement contained in this Agreement; and
- (l) not, directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into discussions or negotiations with any Person other than the other Parties hereto, with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of such Party, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is required as a result of the duties of directors and officers of the applicable Party in compliance with Applicable Laws.

### **Additional Covenants of 773 and SubCo**

3.2 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, each of 773 and SubCo covenant and agree that:

- (a) 773 and SubCo shall use their reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in Section 7.1 and Section 7.3 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of 773 or SubCo, as the case may be;
- (b) 773 shall, as the sole shareholder of SubCo, approve by special resolution the Amalgamation, together with such matters as are required to effect the Amalgamation;
- (c) 773 shall use reasonable commercial efforts to seek approval of the Name Change, together with the approval of any other matters as are required to effect the Amalgamation;
- (d) 773 shall cause, as of the Effective Time, the 773 Board of Directors and 773 management to be reconstituted with such directors and officers as determined by Target in accordance with Section 2.10 and Section 2.11; and
- (e) 773 shall, on the Effective Date, provide to the Transfer Agent a direction authorizing and directing the Transfer Agent to issue the 773 Shares issuable under the Amalgamation to holders of the Target Shares and shall direct the Transfer Agent to distribute the 773 Shares to the holders of the Target Shares in accordance with the terms of the Amalgamation.

#### **Additional Covenants of Target**

3.3 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, Target covenants and agrees that:

- (a) Target will use its reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in Section 7.1 and Section 7.2 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of Target;
- (b) Target shall use best efforts to seek approval of Target Shareholders pursuant to the Target Resolution, together with the approval of such matters as are required to effect the Amalgamation;
- (c) immediately prior to Closing, Target shall have at least 200 public holders, each holding at least a board lot, as such terms are used in the policies of the Exchange;
- (d) immediately following Closing, Target shall use commercially reasonable efforts to obtain comprehensive insurance in respect of its business, including, without limitation, directors' and officers' insurance and general liability insurance, the Target Insurance and the Tailing D&O Insurance;

- (e) immediately prior to Closing, Target shall control and have a significant interest in the Projects and upon completion of the Amalgamation, shall control and have a significant interest in the Projects;
- (f) prior to Closing, Target shall have incurred not less than \$100,000 of Approved Expenditures (as such term is defined in the policies of the Exchange) on the Qualifying Property within the preceding 36-month period; and
- (g) Target shall have prepared a NI 43-101 compliant Geological Report in respect of the Qualifying Property that sets out an exploration program of no less than \$1,500,000.

#### **PART 4**

### **REPRESENTATIONS AND WARRANTIES**

#### **Representations and Warranties of 773 and SubCo**

4.1 773 and SubCo represent and warrant, jointly and severally, to Target as follows, and acknowledge that Target is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) each of 773 and SubCo has good and sufficient right and authority to enter into this Agreement and carry out its intentions hereunder;
- (b) 773 is duly incorporated under the BCBCA, is currently in good standing, has all corporate powers required to carry on its business as now conducted and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (c) SubCo is duly incorporated under the ABCA, is currently in good standing, has all corporate powers required to carry on its business as now conducted and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (d) 773 is a “reporting issuer” (as such term is defined in the Securities Act) in good standing in British Columbia and Alberta and has not been placed on the list of defaulting issuers as maintained by the securities commissions of such jurisdictions;
- (e) 773 is authorized to issue an unlimited number of 773 Shares, of which 6,150,000 773 Shares are issued and outstanding as at the date hereof;
- (f) SubCo is authorized to issue an unlimited number of SubCo Shares and an unlimited number of preferred shares issuable in series, of which 100 SubCo Shares are outstanding as at the date hereof, which are all held by 773;

- (g) there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” of 773 or SubCo (as that term is defined in the Securities Act) and, except as provided in this Agreement, 773 has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by 773 of any 773 Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any 773 Shares;
- (h) there are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting 773 or SubCo at law or in equity or before or by any Governmental Authority, nor are there, to their knowledge, any pending or threatened;
- (i) this Agreement is a binding agreement on 773 and SubCo, enforceable against each of them in accordance with its terms and conditions (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally, and except as limited by the application of equitable principles when equitable remedies are sought and by the fact that rights to waiver, indemnity and contribution, and the ability to sever unenforceable terms, may be limited by applicable law);
- (j) neither 773 nor SubCo is party to any Material Contracts other than this Agreement;
- (k) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the material contracts and the Constatng Documents of 773, director or shareholder minutes of 773, any agreement or instrument to which 773 is a party or by which 773 is bound, or any order, decree, statute, regulation, covenant or restriction applicable to 773;
- (l) neither 773 nor SubCo has any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against 773 nor SubCo of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities disclosed or reflected in the financial statements of 773, incurred in the ordinary course of business following the dates of the most recent financial statements of 773 or for professional fees accrued but not yet invoiced, and neither 773 nor SubCo has granted general security over its assets or security in any particular asset;
- (m) the financial statements of 773 are prepared in accordance with IFRS and present fairly, in all material respects, the financial position of 773 as at such date, and do not omit to state any material fact that is required by applicable Laws to be stated

or reflected therein or which is necessary to make the statements contained therein not misleading;

- (n) other than the Related Party Liability, which is set forth in the financial statements of 773, none of 773 or Subco has any loan or other indebtedness outstanding which has been made to or from any of its shareholders, officers, directors or employees, past or present, or any Person not dealing at “arm’s length” (as such term is defined in the Income Tax Act (Canada));
- (o) 773 has never had any employees and it is a party to no written or verbal contracts of employment;
- (p) there has never been a “disagreement” (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the past or present auditors of 773;
- (q) the documents and materials comprising the Public Record of 773 are, to 773’s knowledge, in all material respects accurate and up to date and contain no misrepresentation, nor omit any facts, the omission of which makes the Public Record or any particulars therein, materially misleading or incorrect;
- (r) the information in the Listing Application relating to 773 and SubCo will be true, correct and complete in all material respects and not contain any untrue statement of any material fact, nor omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the context in which they are to be made;
- (s) 773 is up to date and current with all filings and fees required by the Securities Commissions of British Columbia and Alberta and all such filings were true and accurate in all material respects as at the respective dates thereof and 773 has not filed any confidential material change reports;
- (t) neither 773 nor SubCo has made any tax filings and to the knowledge of 773 and SubCo no such tax filings are currently outstanding;
- (u) the Corporate Records of 773 and SubCo are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all Applicable Laws and with the Constatng Documents of 773 and SubCo, as applicable. Without limiting the generality of the foregoing, in respect of the Corporate Records of 773 (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate

and all former and present directors and officers were properly elected or appointed, as the case may be;

- (v) no proceedings have been taken, are pending or authorized by 773 or SubCo or by any other Person, in respect of the bankruptcy, insolvency, liquidation or winding up of 773 or SubCo;
- (w) as at the date hereof, there are no reasonable grounds for believing that any creditor of 773 or SubCo will be prejudiced by the Amalgamation;
- (x) as at the date hereof, 773 has no subsidiaries, except for SubCo;
- (y) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of either 773 or SubCo or any instruments binding on it or its assets:
  - (i) which would preclude it from entering into this Agreement;
  - (ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon 773 or SubCo;
  - (iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which 773 or SubCo is a party or to purchase any of 773's, SubCo's or Amalco's assets; or
  - (iv) which would impose restrictions on the ability of Amalco:
    - (A) to carry on any business which it might choose to carry on within any geographical area;
    - (B) to acquire property or dispose of its property and assets as an entirety;
    - (C) to pay dividends, redeem shares or make other distributions to its shareholders;
    - (D) to borrow money or to mortgage and pledge its property as security therefore; or
    - (E) to change its corporate status;
- (z) neither 773 nor any of its subsidiaries is a party to any agreement, nor is 773 aware of any agreement, which in any manner affects the voting control of any of the 773 Shares or other securities of 773 or its subsidiaries;

- (aa) all information supplied by 773 or its representatives to Target in the course of Target's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects; and
- (bb) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to Target in seeking full information as to 773 and SubCo and their assets, liabilities and business.

### **Representations and Warranties of Target**

4.2 Target represents and warrants to 773 and SubCo as follows, and acknowledges that 773 and SubCo are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) it has good and sufficient right and authority to enter into this Agreement and carry out its intentions hereunder;
- (b) it is duly incorporated under the ABCA and is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (c) Target and each of the Target Subsidiaries, has full corporate power, capacity and authority and is duly qualified, licensed or registered to or possesses all material certificates, authority, permits and licenses issued by the appropriate Government Authority to undertake and conduct its Business as now conducted by it, and as proposed to be conducted, in all jurisdictions in which the nature of Target's assets or Business makes such qualification necessary, and it conducts its Business in compliance in all material respects with such certificates, authorities, permits or licenses and has not received any notice of proceedings related to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the Business, operations, financial condition or income of Target;
- (d) it is authorized to issue an unlimited number of Target Shares and immediately prior to Closing but excluding any Target Shares issued under the Concurrent Financing, there will be 20,000,000 Target Shares issued and outstanding and no other Target Shares issued or outstanding. All Target Shares will be duly issued in compliance with all Applicable Laws including, without limitation, Applicable Securities Laws;
- (e) other than: (a) Target Convertible Securities to purchase 7,000,000 Target Shares at an exercise price of \$0.60 per Target Share exercisable until the day which is 5 years from Closing; and (b) the securities which may be issued in connection with the Concurrent Financing, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any

kind whatsoever which constitute a “security” of Target (as that term is defined in the Securities Act) and Target has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Target of any Target Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Target Shares;

- (f) Target has no subsidiaries other than the Target Subsidiaries, and none of Target nor any of the Target Subsidiaries is a partner, co-tenant, joint venture or otherwise in any partnership, co-tenancy or other similarly joint owned business;
- (g) each of the Target Subsidiaries is duly incorporated in its respective jurisdiction and is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its securities;
- (h) Target is not a “reporting issuer” nor an associate of a “reporting issuer” (as such term is defined in the Securities Act) and the Target Shares do not trade on any exchange;
- (i) the Target has not carried on any active business and the Target Subsidiaries have not carried on any active business since January 1, 2020;
- (j) there are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Target or any Target Subsidiary at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever nor are there, to its knowledge, any pending or threatened;
- (k) this Agreement is a binding agreement on Target, enforceable against it in accordance with its terms and conditions (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally, and except as limited by the application of equitable principles when equitable remedies are sought and by the fact that rights to waiver, indemnity and contribution, and the ability to sever unenforceable terms, may be limited by applicable law);
- (l) Section 4.2(l) of the Target Disclosure Letter provides a complete and accurate list of all Material Contracts of Target and the Target Subsidiaries;
- (m) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of: (i) any of the terms or provisions of, or constitute a default under, the Material Contracts, the Constatng Documents of Target or the Target Subsidiaries, director or shareholder minutes of Target or of any Target Subsidiary, any agreement or instrument to which Target or a Target Subsidiary is a party or by which Target or a Target Subsidiary is bound; (ii) consent, approval, authorization or order of any court or governmental agency,

body or Governmental Authority; or (iii) any statute or regulation of any Governmental Authority which is binding on Target or any of the Target Subsidiaries;

- (n) none of Target nor any Target Subsidiary is in material default under any Material Contract to which it is a party and there has not occurred any event which, with the lapse of time or giving of notice or both, would constitute a default under any Material Contract by Target or any Target Subsidiary, as applicable. Each Material Contract is in full force and effect, unamended by written or oral agreement, and either Target or a Target Subsidiary, as applicable, is entitled to the full benefit and advantage of each Material Contract in accordance with its terms. Neither Target nor any Target Subsidiary has received any notice of a default by Target or its Target Subsidiaries, as applicable, or a dispute between Target or a Target Subsidiary and any other party in respect of any Material Contract;
- (o) neither Target nor any Target Subsidiary has any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against Target or any Target Subsidiary of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities disclosed or reflected in or provided for in the Target Financial Statements or incurred in the ordinary course of business following the dates of the Target Financial Statements;
- (p) the Target Financial Statements are prepared in accordance with IFRS and present fairly, in all material respects, the financial position of Target and the Target Subsidiaries as at such date, and do not omit to state any material fact that is required by applicable Laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading;
- (q) there are currently no plans for retirements, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by Target or any of the Target Subsidiaries for the benefit of any current or former director, officer, employee or consultant of Target or any of the Target Subsidiaries;
- (r) Target will use commercially reasonable efforts to ensure that policies of insurance will be put in place shortly after Closing naming Target as an insured that adequately cover all risks as are customarily covered in the industry in which Target operates. Target's assets will be insured in such amounts and against such risks to adequately cover all risks as are customarily covered by companies in the industry in which Target operates. Target will use commercially reasonable efforts to ensure that there is adequate insurance coverage as may be required by any Material Contract (collectively the "**Target Insurance**").

- (s) Target is not aware of any legislation, or proposed legislation published by a legislative body as at the date of this Agreement, which it anticipates will materially and adversely affect the Business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of Target or any of the Target Subsidiaries
- (t) Other than as set out in the Target Disclosure Letter, none of Target nor any Target Subsidiary has any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against Target nor any Target Subsidiary of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities disclosed or reflected in the Target Financial Statements, incurred in the ordinary course of business following the dates of the most recent Target Financial Statement or for professional fees accrued but not yet invoiced and none of Target nor any Target Subsidiary has granted general security over its assets or security in any particular asset;
- (u) the information in the Listing Application relating to Target and the Target Subsidiaries will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact, nor omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the context in which they are to be made;
- (v) after completion of the Concurrent Financing and immediately prior to the Amalgamation, no non-resident of Canada (as such term is defined in the *Income Tax Act*) nor any group of non-resident persons, each member of which does not deal at arm's length with the other members, either individually or collectively, will hold over 50% of the voting shares of Target or the Resulting Issuer as a result of the Amalgamation or as part of a subsequent transaction or series of transactions that includes the Amalgamation;
- (w) neither Target nor any Target Subsidiary has any outstanding taxes due and payable and there exist no facts or circumstances which may reasonably be expected to result in the issuance of assessment or reassessment of tax that could have a Material Adverse Effect;
- (x) each of Target and the Target Subsidiaries has duly and on a timely basis prepared and filed all tax returns required to be filed by it prior to the date hereof and such returns and documents are complete and correct. Target has no knowledge of any contingent tax liabilities or any ground which would prompt an assessment or reassessment of any of such returns or reports, including aggressive treatment of income and expenses in filing any tax returns. Complete and correct copies of all such returns and other documents filed in respect of the last fiscal year ending prior to the date hereof have been provided to 773 prior to the date hereof;
- (y) the Corporate Records of Target and the Target Subsidiaries are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all

Applicable Laws and with the Constatng Documents of Target and each Target Subsidiary, as applicable. Without limiting the generality of the foregoing, in respect of the Corporate Records of Target (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be;

- (z) no proceedings have been taken, are pending or authorized by Target or a Target Subsidiary or by any other Person, in respect of the bankruptcy, insolvency, liquidation or winding up of Target or any Target Subsidiary;
- (aa) as at the date hereof there are no reasonable grounds for believing that any creditor of Target will be prejudiced by the Amalgamation;
- (bb) to the knowledge of Target, after due inquiry, all the properties in which Target or the Target Subsidiaries have any freehold, leasehold, licence or other interest are free and clear of any hazardous or toxic material, pollution, or other adverse environmental conditions which may give rise to any and all Claims (including, without limitation, attorneys' fees and costs, experts' fees and costs, and consultant's fees and costs) of any kind or of any nature whatsoever that are asserted against Target or any of the Target Subsidiaries, alleging liability (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from (i) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above properties and/or emanating or migrating and/or threatening to emanate or migrate from such properties to off-site properties; (ii) physical disturbance of the environment; and (iii) the violation or alleged violation of all Applicable Laws aimed at reclamation or restoration of such properties; abatement of pollution; protection of the environment, protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural and historic resources; management, storage or control of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including without limitation, ambient air, surface water and groundwater; and all other Environmental Laws; and to the knowledge of Target, after due inquiry, all environmental approvals required pursuant to Environmental Laws with respect to activities carried out on any part

of the lands covered by such properties, have been obtained, are valid and in full force and effect and have been complied with; and there are no proceedings commenced or threatened to revoke or amend any such environmental approvals;

- (cc) other than disclosed in the Target Subsidiaries Financial Statements, copies of which have been provided to 773, or set out in the Target Disclosure Letter, none of Target nor any of the Target Subsidiaries has any loan or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any Person not dealing at “arm’s length” (as such term is defined in the *Income Tax Act* (Canada));
- (dd) Target and the Target Subsidiaries have been and are being operated in compliance, in all material respects, with Applicable Laws relating to employment, including employment standards, occupational health and safety, human rights, labour relations, workers compensation, pay equity and employment equity and neither Target nor any Target Subsidiary has received notice of any outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workers’ compensation legislation and neither Target nor any Target Subsidiary has been reassessed in any material respect under such legislation;
- (ee) except for any expenses paid in advance to employees or officers in the ordinary course of business, or as disclosed in the Target Financial Statements, neither Target nor any of the Target Subsidiaries is party to any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money (“**Debt Instrument**”) or any agreement contract or commitment to create, assume or issue any Debt Instrument;
- (ff) other than the NSR, there are no agreements, covenants, undertakings, rights of first refusal or other commitments of Target or the Target Subsidiaries or any instruments binding on their assets:
  - (i) which would preclude Target from entering into this Agreement;
  - (ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon Target;
  - (iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which Target or any of the Target Subsidiaries is a party or to purchase any of Target’s, a Target Subsidiary’s or Amalco’s assets; or
  - (iv) which would impose restrictions on the ability of Amalco:
    - (A) to carry on any business which it might choose to carry on within any geographical area except pursuant to area of interest restrictions in existing contracts;

- (B) to acquire property or dispose of its property and assets as an entirety except pursuant to area of interest restrictions in existing contracts;
  - (C) to pay any dividends, redeem shares or make other distributions to its shareholders;
  - (D) to borrow money or to mortgage and pledge its property as security therefor; or
  - (E) to change its corporate status;
- (gg) Target and the Target Subsidiaries and the operation of their Business are in compliance with Applicable Laws and neither Target or any Target Subsidiary has received written notice, correspondence or warning of any alleged violation, offence or breach of, and to the knowledge of Target, is not under investigation or subject to any Action or complaint with respect to and has not been threatened to be charged with or notified of any alleged violation, offence or breach of, any Applicable Law, or any other applicable licences and permits issued by any applicable Governmental Authority, any Applicable Laws relating in whole or in part to information privacy, personal information, employment, employment practices, labour (including pay equity and wages, termination and severance, and unfair labour practice), health and safety and/or Environmental Laws, laws relating to bribery of the foreign public officials (including the *Corruption of Foreign Public Officials Act*) and anti-money laundering and proceeds of crime legislation (including the *Proceeds of Crime (Money Laundering) Act*), in each case except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect with respect to Target, the Target Subsidiaries or both;
- (hh) Exhibit B sets forth a true and complete list of the mining claims forming the Properties and to the knowledge of the Target, Target owns good and marketable title to all mining claims set forth in Exhibit B and owns and possesses in compliance with all applicable laws all of the mining claims set forth in Exhibit B pursuant to valid, subsisting and enforceable title documents or other recognized and enforceable agreements, instruments or legal doctrines. Other than the NSR there are no back-in rights, earn-in rights, rights of first refusal or similar provisions that would affect the interest of the Target or the Resulting Issuer following Closing in such mining claims (provided that the Parties acknowledge that the Resulting Issuer intends to enter into the Zandonai Agreement following Closing) and the Target has not entered into any net smelter return royalty, overriding royalty, net profit interest, gross proceeds royalty, production payment, streaming transaction, share of mineral production or similar arrangement or agreement related to such mining claims other than the NSR. The Target has not received communication alleging that it does not have good and marketable title to any of its mining claims and to the knowledge of the Target there is no adverse claim against or challenge to its mining claims. Neither the Target nor the Target Subsidiaries are in default, in any material respect, under any documents, agreements or instruments by which the Target or the Target Subsidiaries claims title to the Projects and to the

knowledge of the Target there exists no condition or event that, with or without notice or lapse of time or both, would constitute a default under any of such documents, agreements or instruments. None of the Projects are subject to a partnership, joint venture or other analogous arrangement or to any contract;

- (ii) other than as disclosed in the Target Financial Statements, neither of Target or the Target Subsidiaries has any responsibility or obligation to pay any commission, royalty, licence, fee or similar payment to any Person;
- (jj) at the Effective Time, Target or the Target Subsidiaries, as applicable, will have good and valid title to all material real estate and personal property owned or leased by it, free and clear of any Encumbrances, except as would not have a Material Adverse Effect with respect to Target, the Target Subsidiaries or both.
- (kk) neither Target nor the Target Subsidiaries are subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person;
- (ll) except for the NSR, neither Target nor any of the Target Subsidiaries is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Target or any of the Target Subsidiaries to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Target or the Target Subsidiaries or which would prohibit or restrict Target or any of the Target Subsidiaries from entering into and completing the Amalgamation;
- (mm) neither Target nor any of the Target Subsidiaries is aware of any pending or contemplated change to any Applicable Law or governmental position that would materially affect the Business taken as a whole or the legal environments under which Target and the Target Subsidiaries operate;
- (nn) neither Target nor the Target Subsidiaries is a party to any agreement, nor is Target aware of any agreement, which in any manner affects the voting control of any of the Target Shares or other securities of Target or the Target Subsidiaries;
- (oo) all information supplied by Target or its representatives to 773 in the course of 773's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects; and
- (pp) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to 773 or SubCo in seeking full information as to Target and each Target Subsidiary and its assets, liabilities and Business.

## **Survival of Representation and Warranties**

4.3 The representations and warranties herein shall survive the performance of the Parties respective obligations hereunder and the termination of this Agreement but shall expire one year after the Effective Date.

## **PART 5** **AGREEMENTS**

### **Target Resolution**

5.1 As promptly as practical following the execution of this Agreement and in compliance with Applicable Laws (including Applicable Canadian Securities Laws and applicable corporate laws) Target shall:

- (a) take all commercially reasonable lawful action to obtain the approval of all of the Target Shareholders on the Target Resolution; and
- (b) promptly advise 773 of any material communications, written or oral, from Shareholders in opposition to the Amalgamation or regarding any claims brought by, or threatened to be brought by, any Shareholder.
- (c) In the event Target becomes aware that it will not be able to obtain the approval of all the Target Shareholders on a written form of the Target Resolution, Target will promptly:
  - (i) provide written notice of same to 773;
  - (ii) take all actions necessary to call and properly hold a Shareholder meeting as promptly as practical;
  - (iii) prepare an information circular in the form and containing the information required by all Applicable Laws, including the Applicable Canadian Securities Laws and all applicable corporate laws, and not containing any misrepresentation with respect thereto, other than with respect to any information relating to and provided by 773;
  - (iv) provide 773 with adequate time to review and comment on the information circular to be sent to Target Shareholders in connection with the Target Meeting;
  - (v) take all commercially reasonable lawful action to solicit proxies in favour of the Amalgamation; and
  - (vi) promptly advise 773 of any material communication (written or oral) from or claims brought by (or threatened to be brought by) any Dissenting Shareholders in opposition to the Amalgamation.

### **Proposed Transaction**

5.2 Target and 773 shall:

- (a) as soon as practicable apply to the Exchange and diligently seek the approval of the Exchange for the Proposed Transaction and the listing of the 773 Shares;
- (b) as soon as practicable deliver to the Exchange the Listing Application as contemplated by this Agreement;
- (c) use their reasonable commercial efforts to consummate the transactions contemplated by this Agreement; and
- (d) in the event that the Resulting Issuer is not able to obtain an exemption from the sponsorship requirements of the Exchange, mutually agree upon the appointment of a sponsor for the Proposed Transaction.

### **Listing Application**

5.3 As soon as practicable following the execution of this Agreement, and in compliance with Applicable Laws (including Applicable Canadian Securities Laws) and the policies of the Exchange:

- (a) Target and 773 shall cooperate in the preparation of the Listing Application, in a form mutually acceptable to the Parties, acting reasonably, and each Party shall provide the other Party with the necessary information in respect of it to ensure that the Listing Application provides information in compliance in all material respects with Exchange policies on the date of filing thereof; and
- (b) Target and 773 shall make commercially reasonable efforts to cause the Listing Application to be filed with applicable regulatory authorities in all jurisdictions where the same is required to be filed.

### **Preparation of Filings**

- 5.4
- (a) 773 and Target shall cooperate in the taking of all such action as may be required under the BCBCA, the ABCA, Applicable Canadian Securities Laws, Exchange policies and other Applicable Laws in connection with the transactions contemplated by this Agreement.
  - (b) Each of 773 and Target shall promptly furnish to the other all information concerning it as may be required for the effectuation of the actions described in this Agreement and the provisions of this Section 5.4.

### **Concurrent Financing**

5.5 Target will use commercially reasonable efforts to complete the Concurrent Financing prior to the Effective Date. Pursuant to the Concurrent Financing, Target will issue

subscription receipts at an issuance price of \$0.50 per subscription receipt which will automatically convert into Target Shares immediately prior to the Effective Time in accordance with their terms on the basis of one Target Share for each outstanding subscription receipt. In connection with the Concurrent Financing, Target may pay cash fees in connection with the Concurrent Financing. The Parties will co-operate to structure and complete the Concurrent Financing in such a way to ensure that the Resulting Issuer meets the Exchange's distribution requirements and the Parties understand and agree that the Concurrent Financing will be the mechanism by which such distribution requirements are met.

### **Name Change**

5.6 On or prior to the Effective Date, 773 shall change its name to Atacama Copper Corporation or such other name as may be agreed by the Parties, subject to the approval of the Exchange and as may be accepted by the Registrar (the "**Name Change**").

## **PART 6** **INDEMNIFICATION**

### **Indemnification by Target**

6.1 Subject to Section 6.3, Target hereby covenants and agrees with each of 773 and SubCo, and their respective directors, officers, employees, agents, advisors and representatives (the Persons being indemnified by Target are hereinafter individually referred to as the "**773 Indemnified Party**"), to indemnify and save harmless the 773 Indemnified Party from and against any and all Claims which may be suffered or incurred by the 773 Indemnified Party as a result of, or arising out of:

- (a) any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement; or
- (b) any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained in this Agreement,

except that Target shall not be liable in any such case to the extent that any such Claims arise out of or are based upon the negligence of a 773 Indemnified Party or the material non-compliance by a 773 Indemnified Party with any requirement of Applicable Laws in connection with the transactions contemplated by this Agreement.

### **Indemnification by 773**

6.2 Subject to Section 6.3, 773 hereby covenants and agrees with Target and its directors, officers, employees, agents, advisors and representatives (the Persons being indemnified by 773 are hereinafter individually referred to as the "**Target Indemnified Party**"), to indemnify and save harmless the Target Indemnified Party from and against any and all Claims which may be suffered or incurred by the Target Indemnified Party as a result of, or arising out of:

- (a) any non-fulfillment of any covenant or agreement on the part of the 773 under this Agreement; or
- (b) any incorrectness in or breach of any representation or warranty of 773 contained in this Agreement,

except that 773 shall not be liable in any such case to the extent that any such Claims arise out of or are based upon the negligence of a Target Indemnified Party or the material non-compliance by a Target Indemnified Party with any requirement of Applicable Laws in connection with the transactions contemplated by this Agreement.

### **Limitation on Indemnification**

6.3 The indemnification obligations of Target pursuant to Section 6.1 and the indemnification obligations of 773 pursuant to Section 6.2 (each an “**Indemnifying Party**”) shall be subject to the following:

- (a) the Claim shall have been made in writing in accordance with Section 6.4 within one year of the Effective Date; and
- (b) an Indemnifying Party shall not be required to indemnify a 773 Indemnified Party or a Target Indemnified Party, as applicable (each an “**Indemnified Party**”) until the aggregate Claims sustained by that Indemnified Party exceeds a value of \$50,000, in which case, the Indemnifying Party shall be obligated to the Indemnified Party for all Claims.

### **Procedure for Indemnification**

6.4 The following provisions shall apply to any Claims for which the Indemnifying Party may be obligated to indemnify an Indemnified Party pursuant to this Agreement:

- (a) upon receipt from a third party by the Indemnified Party of notice of a Claim or the Indemnified Party becoming aware of any Claims in respect of which the Indemnified Party proposes to demand indemnification from the Indemnifying Party, the Indemnified Party shall give notice to that effect to the Indemnifying Party with reasonable promptness, provided that failure to give such notice shall not relieve the Indemnifying Party from any liability it may have to the Indemnified Party except to the extent that the Indemnifying Party is prejudiced thereby;
- (b) in the case of Claims arising from third parties, the Indemnifying Party shall have the right by notice to the Indemnified Party not later than 30 days after receipt of the notice described in Section 6.4(a) above to assume the control of the defense, compromise or settlement of the Claims, provided that such assumption shall, by its terms, be without costs to the Indemnified Party and the Indemnifying Party shall at the Indemnified Party’s request furnish it with reasonable security against any costs or other liabilities to which it may be or become exposed by reason of such defense, compromise or settlement;

- (c) upon the assumption of control by the Indemnifying Party as aforesaid, the Indemnifying Party shall diligently proceed with the defense, compromise or settlement of the Claims at its sole expense, including employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall co-operate fully, but at the expense of the Indemnifying Party, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are necessary to enable the Indemnifying Party to conduct such defense; provided always that the Indemnified Party shall be entitled to reasonable security from the Indemnifying Party for any expense, costs or other liabilities to which it may be or may become exposed by reason of such co-operation;
- (d) the final determination of any such Claims arising from third parties, including all related costs and expenses, will be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claims against the Indemnifying Party hereunder; and
- (e) should the Indemnifying Party fail to give notice to the Indemnified Party as provided in Section 6.4(b) above, the Indemnified Party shall be entitled to make such settlement of the Claims as in its sole discretion may appear reasonably advisable, and such settlement or any other final determination of the Claims shall be binding upon the Indemnifying Party.

### **Sole Remedy**

6.5 No Party may make any Claim against any other Party except by making a Claim pursuant to and in accordance with the provisions of this Article 6; provided, however, that if the provisions of this Article 6 shall be invalid or unenforceable, the Parties shall have any other rights and remedies available to them under law or in equity.

## **PART 7** **CONDITIONS PRECEDENT**

### **Mutual Conditions Precedent**

7.1 The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the completion of the Amalgamation, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) the Target Resolution shall have been executed by all of the Target Shareholders;
- (b) 773 shall have received all shareholder and/or board approvals necessary or desirable in connection with the Amalgamation, including, without limitation, approval of the Name Change;

- (c) 773 shall have effected the Name Change on or prior to the Effective Date;
- (d) the Amalgamation shall have become effective on or prior to the Outside Date;
- (e) the completion of the Concurrent Financing;
- (f) 773 and Target shall have executed and delivered a copy of the Listing Application to the Exchange and such Listing Application shall have been conditionally accepted by the Exchange subject only to customary conditions of closing, provided that if the Amalgamation is rejected by the Exchange, (i) all recourse or rights of appeal as contemplated hereby will have been exhausted, and (ii) the Party wishing to terminate this Agreement on this basis will have first used commercially reasonable efforts to negotiate the terms of the Proposed Transaction objectionable to the Exchange on terms acceptable to the Parties, acting reasonably;
- (g) the Exchange shall have accepted the Qualifying Property as a Tier 1 or Tier 2 Property (as such terms are defined in the policies of the Exchange) and Target shall have prepared a NI 43-101 compliant Geological Report in respect of the Qualifying Property that sets out an exploration program of no less than \$1,500,000;
- (h) 773 shall not be in default of the requirements of the Exchange and any securities commission and no order shall have been issued and currently in effect preventing the Amalgamation or the trading of any securities of 773;
- (i) all other consents, orders and approvals, including regulatory and third-party approvals and orders, necessary or desirable for the completion of the transactions provided for in this Agreement and the Amalgamation shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances;
- (j) this Agreement shall not have been terminated under Part 9;
- (k) the availability of prospectus exemptions for the Amalgamation under Applicable Canadian Securities Laws and the availability of registration exemptions for the Amalgamation under applicable securities laws of the United States in respect of any 773 Shares to be issued in the United States;
- (l) the Exchange shall have granted an exemption or waiver from the Sponsorship requirement or a Sponsor shall have filed an acceptable Sponsor's report with the Exchange;
- (m) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Amalgamation.

The foregoing conditions are for the mutual benefit of 773 and SubCo on the one hand and Target on the other hand and may be waived, in whole or in part, jointly by the Parties at any time. If any

of the foregoing conditions are not satisfied or waived on or before the Effective Date then a Party may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of such terminating Party's breach of this Agreement.

### **Additional Conditions to Obligations of 773 and SubCo**

7.2 The obligations of 773 and SubCo to consummate the transactions contemplated hereby, and in particular to complete the Amalgamation, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) Target shall have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by it on or before the Effective Date pursuant to the terms of this Agreement and that the representations and warranties of Target made in this Agreement shall be true and correct in all material respects as at the Effective Date with the same force and effect as if such representations and warranties had been made on and as of such date;
- (b) Target shall have furnished 773 with:
  - (i) certified copies of the resolutions duly passed by the board of directors of Target approving this Agreement and the consummation of the transactions contemplated hereby;
  - (ii) certified copies of the Target Resolution approved by the Target Shareholders;
  - (iii) certified copies of Target's Constatting Documents;
  - (iv) a certificate of good standing of Target and its material subsidiaries, including the Target Subsidiaries, dated within one day of the Effective Date;
  - (v) if applicable, duly executed investment agreements, including accredited investor certifications, for any shareholders of Target resident in the United States, in a form satisfactory to 773 and its counsel, acting reasonably;
  - (vi) a certificate of Target addressed to 773 and dated the Effective Date, signed on behalf of Target by two senior officers of Target, confirming that the conditions in Section 7.2(a), (c) and (f) have been satisfied;
- (c) at or prior to the Effective Date and effective upon completion of the Amalgamation, the Resulting Issuer and Target shall have executed and delivered releases to the resigning directors and officers of 773, in a form acceptable to such directors and officers;
- (d) at or prior to the Closing, the Target shall have obtained the Tailing D&O Insurance and provided evidence of the same;

- (e) no act, action, suit, proceeding, objection or opposition shall have been taken against or affecting Target or any Target Subsidiary before or by any domestic or foreign court, tribunal or Governmental Agency or other regulatory or administrative agency or commission by any elected or appointed public official or private Person in Canada or elsewhere, whether or not having the force of law and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been enacted, promulgated, amended or applied, which in the sole judgment of 773, acting reasonably, in either case has had or, if the Amalgamation was consummated, would result in a Material Adverse Change respecting Target taken as a whole or would materially impede the ability of the Parties to complete the Amalgamation;
- (f) there shall not have occurred any Material Adverse Change of Target taken as a whole;
- (g) all Parties required by the Exchange to escrow their 773 Shares shall have entered into an escrow agreement upon the terms and conditions imposed pursuant to the policies of the Exchange;
- (h) 773 shall have received from counsel to Target favourable legal opinions concerning such matters with respect to the Amalgamation as are customary in similar transactions and as 773 and its counsel may reasonable request, including with respect to the corporate existence and ownership of the Target Subsidiaries;
- (i) the Exchange escrow agreement shall be duly executed and delivered by all Parties thereto;
- (j) 773 shall have received consents from the Target nominees to act as directors of 773 with effect as of the Effective Date; and
- (k) the holders of the issued and outstanding Target Shares holding marketable title thereto, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature.

The conditions in this Section 7.2 are for the exclusive benefit of 773 and may be asserted by 773 regardless of the circumstances or may be waived by 773 in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which 773 may have. If any of the foregoing conditions in this Section 7.2 are not satisfied or waived on or before the Effective Date then 773 may terminate this Agreement by written notice to Target in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of 773's breach of this Agreement.

#### **Additional Conditions to Obligations of Target**

7.3 The obligations of Target to consummate the transactions contemplated hereby, and in particular to complete the Amalgamation, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) 773 and SubCo shall have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by them on or before the Effective Date pursuant to the terms of this Agreement and that the representations and warranties of 773 and SubCo made in this Agreement shall be true and correct in all material respects as at the Effective Date with the same force and effect as if such representations and warranties had been made on and as of such date;
- (b) the shares of 773 to be issued to the Target Shareholders shall be issued as fully paid and non-assessable common shares in the capital of 773, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature, except those pursuant to any relevant Exchange policies or applicable securities laws;
- (c) between the date of this Agreement and the Effective Time, 773 shall not have incurred or otherwise accepted liability for any contractual obligation, liability or expense out of the ordinary course of its business in excess of \$25,000, other than a contractual obligation, liability or expense of 773 directly related to the Proposed Transaction;
- (d) 773 shall have furnished Target with:
  - (i) certified copies of the resolutions duly passed by the boards of directors of 773 and SubCo approving this Agreement and the consummation of the transactions contemplated hereby;
  - (ii) certified copies of the resolutions of 773, as the sole shareholder of SubCo, approving this Agreement and the consummation of the transactions contemplated hereby;
  - (iii) certified copies of 773 and SubCo's Constatting Documents;
  - (iv) evidence that 773 is a reporting issuer in the Province of British Columbia and Alberta and is not in default of any of the provisions therein;
  - (v) certificates of good standing of 773 and SubCo dated within one day of the Effective Date; and
  - (vi) a certificate of 773 addressed to Target and dated the Effective Date, signed on behalf of 773 by a senior officer of 773, confirming that the conditions in Section 7.3(a), (e), and (f) have been satisfied;
- (e) no act, action, suit, proceeding, objection or opposition shall have been taken against or affecting 773 before or by any domestic or foreign court, tribunal or Governmental Agency or other regulatory or administrative agency or commission by any elected or appointed public official or private Person in Canada or elsewhere, whether or not having the force of law and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been enacted, promulgated, amended or applied, which in the sole

judgment of Target, acting reasonably, in either case has had or, if the Amalgamation was consummated, would result in a Material Adverse Change respecting 773 or would materially impede the ability of the Parties to complete the Amalgamation;

- (f) there shall not have occurred any Material Adverse Change of 773 or SubCo;
- (g) Target shall have received from counsel to 773 favourable legal opinions concerning such matters with respect to the Amalgamation as are customary in similar transactions and as Target and its counsel may reasonable request; and
- (h) at the time of Closing, each of the current directors and officers of 773 and SubCo as at the date hereof, shall have provided a resignation and mutual release in form and substance satisfactory to Target, acting reasonably, and 773 shall have taken all necessary action to cause the board of directors and officers of 773 post-Closing to be comprised of the directors and officers set forth in Section 2.10 and Section 2.11.

The conditions in this Section 7.3 are for the exclusive benefit of Target and may be asserted by Target regardless of the circumstances or may be waived by Target in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Target may have. If any of the foregoing conditions in this Section 7.3 are not satisfied or waived on or before the Effective Date then Target may terminate this Agreement by written notice to 773 in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of Target's breach of this Agreement.

#### **Notice and Effect of Failure to Comply with Conditions**

7.4 Each of 773 and Target shall give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof to the Effective Date of any event or state of facts which occurrence or failure would, or would be likely to: (i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect; or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder; provided, however, that no such notification will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

#### **Satisfaction of Conditions**

7.5 The conditions set out in this Part 7 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Amalgamation Application and Articles are filed under the CBCA to give effect to the Amalgamation.

**PART 8**  
**AMENDMENT**

**Amendment**

8.1 This Agreement may at any time and from time to time on or before the Effective Date be amended by written agreement of the Parties hereto.

**PART 9**  
**TERMINATION**

**Termination**

- 9.1 (a) This Agreement may be terminated at any time in each of the following circumstances:
- (i) by written agreement executed and delivered by 773, SubCo and Target;
  - (ii) by any Party if the Effective Date shall not have occurred by the Outside Date unless the failure to complete the Amalgamation by such date is the result, directly or indirectly, of a breach of this Agreement by the Party seeking to terminate the Agreement, in which case this Agreement shall not be terminated pursuant to this Section 9.1(b);
  - (iii) as set out in Sections 7.1, 7.2 and 7.3 of this Agreement; or
  - (iv) by a non-breaching Party, in the event of a material breach of a material representation, warranty or covenant contained herein which is not cured within 10 Business Days of a non-breaching Party providing written notice of the breach to the breaching Party.
- (b) If this Agreement is terminated in accordance with the foregoing provisions of this Section 9.1, this Agreement shall forthwith become void and no Party shall have any liability or further obligation to the other Parties hereunder except for each Party's obligations under Sections 10.8, 10.9, 10.10, 10.11 and 10.12 hereunder, which shall survive such termination, and provided that neither the termination of this Agreement nor anything contained in this Section 9.1 shall relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in any of its representations and warranties and any non-performance by it of its covenants made herein, prior to the date of such termination.

**PART 10**  
**GENERAL**

**Notices**

10.1 All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by electronic transmission:

- (a) in the case of 773 or SubCo, to:

1246773 B.C. Ltd.  
Suite 1900, 520 3<sup>rd</sup> Ave. SW  
Calgary, AB T2P 0R3

[REDACTED]  
[REDACTED]

with a copy to:

Borden Ladner Gervais LLP  
Suite 1900, 520 3<sup>rd</sup> Ave. SW  
Calgary, AB T2P 0R3  
Attention: Robb McNaughton  
Email: [rmcnaughton@blg.com](mailto:rmcnaughton@blg.com)

- (b) in the case of Target, to:

2311548 Alberta Ltd.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

with a copy to:

McLeod Law LLP  
500, 707 – 5<sup>th</sup> Street SW  
Calgary, AB T2P 0Y3  
Attention: Eugene Chen  
Email: [echen@mcleod-law.com](mailto:echen@mcleod-law.com)

or such other address as the Parties may, from time to time, advise the other Parties hereto by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or the time such facsimile or other electronic transmission is received.

### **Binding Effect**

10.2 This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

### **Assignment**

10.3 Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto.

### **Entire Agreement**

10.4 This Agreement, together with the agreements and documents referred to herein, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

### **Public Communications**

10.5 Each of 773 and Target agree to consult with each other prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the Amalgamation or making any filing with any Governmental Authority with respect thereto. Without limiting the generality of the foregoing, no Party shall issue any press release regarding the Amalgamation, this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the other Party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any such disclosure required in accordance with Applicable Laws. If such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

### **No Shop**

10.6 Each of the Parties will not, nor will it permit any of its respective directors, officers, affiliates, employees, representatives or agents (including and without limitation, investment bankers, attorneys and accountants) directly or indirectly to, solicit, discuss, encourage or accept any offer for the purchase of such Party or the business or the assets of such Party, whether as a primary or backup offer, or take any other action with the intention or reasonable foreseeable effect of leading to any commitment or agreement to sell such Party or business or the assets of such Party (an "**alternative transaction**"). In addition, each of the Parties will conduct its respective operations according to its ordinary and usual course of business consistent with past practices and will not enter into any material transactions or incur any material liabilities (including without limitation, issuing or agreeing to issue any securities other than as expressly contemplated in this Agreement) without obtaining the consent of the other Parties, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, nothing herein will restrict the

Parties from taking such actions as may be required in order to discharge their obligations pursuant to applicable corporate laws.

Each Party represents and warrants to the other that it is not currently in any discussions or negotiations with any other Person with respect to any alternative transaction. Each Party will promptly notify the other Parties of any alternative transaction of which any director, senior officer or agent of the Party is or becomes aware of, any amendment to any of the foregoing or any request for non-public information relating to the Party. Such notice will include a description of the material terms and conditions of any such proposal and the identity of the Person making such proposal, inquiry, request or contact.

### **Costs**

10.7 Other than specifically set out in herein, 773 shall be responsible for all reasonable costs and expenses incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges of either party incurred prior to the date of this Agreement and all legal and accounting fees and disbursements of either party relating to the preparation of all documents relating to the Proposed Transaction. For the purposes of clarity, 773 shall be responsible for paying the costs and fees payable to the Exchange regarding their review of the Proposed Transaction and any other documentation to be submitted to the Exchange and 773 shall be responsible for all fees incurred in connection with the Concurrent Financing, structuring the Proposed Transaction and tax advice, obtaining any shareholder or court approvals, any geological reports relating to the Qualifying Property, sponsorship fees and all the listing fees incurred as a result of the Proposed Transaction. Notwithstanding the foregoing, Target shall be responsible for all costs associated with tax advice provided to the Target or its shareholders in Chile.

### **Confidentiality**

10.8 Each Party acknowledges that all information to be disclosed by the other Party in connection with the Proposed Transaction is highly sensitive, confidential and proprietary in nature. Except as and to the extent required by law, each Party and its affiliates and Representatives (as applicable, the “**Receiving Party**”) shall not disclose or use, and it shall cause its affiliates and Representatives not to disclose or use, any Confidential Information (as defined below) with respect to the other Party, its affiliates or Representatives (the “**Disclosing Party**”) furnished, or to be furnished, by the Disclosing Party to the Receiving Party in connection herewith at any time or in any manner, other than in connection with the evaluation of the Proposed Transaction and in accordance with this Agreement.

10.9 “**Confidential Information**” means all information of a Party that a prudent business person would deem to be of such sensitive nature that its unauthorized dissemination would cause material harm, including, without limitation: information concerning or relating to the Disclosing Party’s business, affairs, financial position, assets, operations, activities, prospects, trade secrets, technology, technical, information, marketing information and marketing plans and strategies, customer and prospective customer lists, records, and information, together with all compilations, notes, or other documents prepared by or for the Disclosing Party containing or based upon such information, but shall not include:

- (a) information, which is or becomes available to the public, other than as a result of disclosure by the Receiving Party;
- (b) information which the Receiving Party can prove was, at the time of disclosure, already in the possession of the Receiving Party on a non-confidential and lawful basis; or
- (c) has become available to the Receiving Party or its Representatives on a non-confidential basis from a person who is not, to the knowledge of the Receiving Party or its Representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the Receiving Party or its Representatives.

10.10 Except with the prior written consent of the Disclosing Party, each Receiving Party will hold all Confidential Information in strictest confidence, except such information and documents that are required to be disclosed by applicable law.

10.11 If this Agreement is terminated pursuant to Section 9.1: (a) each Receiving Party shall promptly upon request return to the Disclosing Party any Confidential Information in the Receiving Party's possession; and (b) the terms of Sections 10.7, 10.9, 10.10, 10.11 and this Section 10.11 shall survive termination of this Agreement for a period of two years from the date this Agreement was terminated.

### **Severability**

10.12 If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

### **Further Assurances**

10.13 Each Party hereto shall, from time to time and at all times hereafter, at the request of the other Parties hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments and provide all such further assurances as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

10.14 The Parties acknowledge that the Listing Application and the listing of the 773 Shares will require the acceptance of the Exchange and the Parties intend, at the appropriate time, to use all reasonable commercial efforts to obtain such acceptance. 773 and Target will fully cooperate in the compilation and drafting of the Listing Application, to be submitted by 773 to the Exchange to list the 773 Shares on the Exchange upon completion of the Proposed Transaction.

### **Time of Essence**

10.15 Time shall be of the essence of this Agreement.

### **Applicable Law and Enforcement**

10.16 This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

### **Waiver**

10.17 Any Party may, on its own behalf only, (i) extend the time for the performance of any of the obligations or acts of the other Parties, (ii) waive compliance with the other Parties' agreements or the fulfillment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in the other Parties' representations or warranties contained herein or in any document delivered by the other Parties; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

### **Counterparts**

10.18 This Agreement and any amendments thereto (and any other agreements, notices or documents contemplated thereby) may be executed and delivered by facsimile transmission or other form of electronic recorded transmission (including via electronic mail via the Internet) and in any number of counterparts and all such facsimile or other electronically transmitted copies and counterparts shall be deemed to be an original hereof and for all purposes constitute one agreement, be binding on the Parties, provided each Party has executed and delivered at least one counterpart to the other Parties, and each may be relied upon by each Party as such for any and all purposes.

*[remainder of page intentionally left blank - signature page immediately follows]*

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

**1246773 B.C. LTD.**

Per: (signed) "James Ward"  
Authorized Signatory

**2330281 ALBERTA LTD.**

Per: (signed) "James Ward"  
Authorized Signatory

**2311548 ALBERTA LTD.**

Per: (signed) "Martyn Buttenshaw"  
Authorized Signatory

**COBALT CHILE SPA**

Per: (signed) "Gino Zandonai"  
Authorized Signatory

**ACONCAGUA MINERALS SPA**

Per: (signed) "Gino Zandonai"  
Authorized Signatory

**EXHIBIT "A"**

**FORM OF ARTICLES OF AMALCO**

# Articles of Amalgamation

Business Corporations Act  
Section 185

1. **Name of Amalgamated Corporation**

**ATACAMA COPPER HOLDING CORP.**

2. **The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

See Schedule

3. **Restrictions on share transfers (if any):**

No securities (other than non-convertible debt securities) of the Corporation shall be transferred without the approval of the Board of Directors.

4. **Number, or minimum and maximum number of directors:**

Minimum 1 - Maximum 10

5. **If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):**

None.

6. **Other provisions (if any):**

See Schedule

7. **Name of Amalgamating Corporations**

**Corporate Access Number**

2330281 Alberta Ltd.

2023302819

2311548 Alberta Ltd.

2023115484

\_\_\_\_\_  
Signature of Person Authorizing

\_\_\_\_\_  
N/A  
Identification

\_\_\_\_\_  
Name and Title of Person Authorizing (please print)

\_\_\_\_\_  
March , 2021  
Date

*This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.*

## **SCHEDULE: SHARE STRUCTURE**

### **THE CLASSES OF SHARES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE ARE:**

- 1. An unlimited number of Common shares**, the holders of which are entitled:
  - (a) to receive notice of and to attend and vote at all meetings of shareholders, except meetings at which only holders of a specified class of shares are entitled to vote;
  - (b) to receive any dividend declared by the Corporation on this class of shares; provided that the Corporation shall be entitled to declare dividends on the Preferred shares, or on any of such classes of shares without being obliged to declare any dividends on the Common shares of the Corporation;
  - (c) subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, to receive the remaining property of the Corporation upon dissolution in equal rank with the holders of all other Common shares of the Corporation.
  
- 2. An unlimited number of Preferred shares**, which as a class, have attached thereto the following rights, privileges, restrictions and conditions:
  - (a) the Preferred shares may from time to time be issued in one or more series, and the Directors may fix from time to time before such issue the number of Preferred shares which is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of Preferred shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions;
  - (b) the Preferred shares of each series shall, with respect to the payment of dividends and the distribution of assets or return of capital in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the assets of the Corporation amongst its shareholders for the purpose of winding up its affairs, be entitled to preference over the Common shares and over any other shares of the Corporation ranking by their terms junior to the Preferred shares of that series. The Preferred shares of any series may also be given such other preferences, not inconsistent with these Articles, over the Common shares and any other such Preferred shares as may be fixed in accordance with clause (2)(a); and
  - (c) if any cumulative dividends or amounts payable on the return of capital in respect of a series of Preferred shares are not paid in full, all series of Preferred shares shall participate rateably in respect of accumulated dividends and return of capital.

## **SCHEDULE: OTHER RULES OR PROVISIONS**

The directors may, between annual meetings, appoint one or more additional directors of the Corporation to serve until the next annual meeting, but the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at the expiration of the last annual meeting of the Corporation.

Meetings of shareholders may be held outside of Alberta.

**EXHIBIT "B"**

**DESCRIPTION OF THE PROJECTS AND MINING CLAIMS**

## **EXHIBIT “B”**

### **DESCRIPTION OF THE PROJECTS AND MINING CLAIMS**

The Projects and mining claims consider 76 Mining Concessions, which are distributed as follows:

#### **1.- Cobalt Chile SpA.**

##### **I. Exploitation tenements.**

- (i) Angelito 1A 1-15, which's mining exploitation claim is registered on page 1.293, N°616 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 229, number 96 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.
- (ii) Angelito 1B 1-14, which's mining exploitation claim is registered on page 1.296, N°617 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 230, number 97 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.
- (iii) Angelito 2 1-72, which's mining exploitation claim is registered on page 1.299, N°618 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 231, number 98 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.
- (iv) Angelito 3 1-47, which's mining exploitation claim is registered on page 1.302, N°619 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 232, number 99 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.
- (v) Angelito 4 1-28, which's mining exploitation claim is registered on page 1.305, N°620 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 233, number 100 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.
- (vi) Angelito 25 1-20, which's mining exploitation claim is registered on page 1.369, N°644 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 234, number 101 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

(vii) San Juan 6 1-25, which's mining exploitation claim is registered on page 1.372, N°645 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 235, number 102 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

(viii) San Juan 7 1-42, which's mining exploitation claim is registered on page 1.375, N° 646 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 236, number 103 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

(ix) San Juan 8A 1-135, which's mining exploitation claim is registered on page 1.378, N°647 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 237, number 104 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

(x) San Juan 8B 1-7, which's mining exploitation claim is registered on page 1.381, N°648 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 238, number 105 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

(xi) San Juan 9A 1-10, which's mining exploitation claim is registered on page 1.384, N°649 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 239, number 106 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

(xii) San Juan 9B 1-7, which mining exploitation claim is registered on page 1.390, N°651 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 240, number 107 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

(xiii) San Juan 10 1-50, which's mining exploitation claim is registered on page 1.387, N°650 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 241, number 101 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

## **II. Exploration tenements.**

(i) Angelito 29A, which's constitutive resolution is registered on page 1.138, N° 547 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 242, number 109 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

(ii) Angelito 30A, which's constitutive resolution is registered on page 1.140, N°548 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 243, number 110 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

(iii) Angelito 31A, which's constitutive resolution is registered on page 1.142, N°549 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 244, number 111 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

(iv) Angelito 32A, which's constitutive resolution is registered on page 1.144, N°550 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2019. The property title under the name of Cobalt Chile SpA is registered on page 245, number 112 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2021.

### **III. Exploitation claims.**

(i) Angelito 5 1-300, which's mining exploitation claim is registered on page 513, N°287 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.

(ii) Angelito 6 1-200, which's mining exploitation claim is registered on page 515, N°288 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.

(iii) Angelito 7 1-30, which's mining exploitation claim is registered on page 517, N°289 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.

(iv) Angelito 8 1-300, which's mining exploitation claim is registered on page 519, N°290 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.

(v) Angelito 9 1-300, which's mining exploitation claim is registered on page 521, N°291 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.

- (vi) Angelito 10 1-30, which's mining exploitation claim is registered on page 523, N°292 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.
- (vii) Angelito 11 1-300, which's mining exploitation claim is registered on page 525, N°293 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.
- (viii) Angelito 12 1-30, which's mining exploitation claim is registered on page 527, N°294 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.
- (ix) Angelito 13 1-30, which's mining exploitation claim is registered on page 529, N°295 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.
- (x) Angelito 14 1-30, which's mining exploitation claim is registered on page 531, N°296 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.
- (xi) Angelito 15 1-30, which's mining exploitation claim is registered on page 533, N°297 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.
- (xii) Angelito 16 1-30, which's mining exploitation claim is registered on page 535, N°298 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.
- (xiii) Angelito 17 1-30, which's mining exploitation claim is registered on page 537, N°299 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.
- (xiv) Angelito 18 1-30, which's mining exploitation claim is registered on page 539, N°300 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.
- (xv) Angelito 19 1-30, which's mining exploitation claim is registered on page 541, N°301 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.
- (xvi) Angelito 20 1-30, which's mining exploitation claim is registered on page 543, N°302 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.

(xvii) Angelito 21 1-300, which's mining exploitation claim is registered on page 545, N°303 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.

(xviii) Angelito 22 1-10, which's mining exploitation claim is registered on page 547, N°304 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.

(xix) Angelito 23 1-300, which's mining exploitation claim is registered on page 549, N°305 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.

(xx) Angelito 24 1-300, which's mining exploitation claim is registered on page 551, N°306 of the Discovery Register of the Custodian of Mines of Freirina, corresponding to the year 2020.

## **2.- Aconcagua Minerals SpA.**

### **I. Exploitation tenements.**

(i) Caballo Muerto 1 1-150, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA are registered on page 697, N° 153 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(ii) Caballo Muerto 2 1-10, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA are registered on page 705, N° 154 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(iii) Caballo Muerto 3 1-10, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA are registered on page 102 overleaf, N° 41 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2018;

(iv) Caballo Muerto 4 1-20, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA are registered on page 107 overleaf, N° 42 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2018;

(v) Caballo Muerto 5 1-20, which's survey minute and constitutive resolution are registered on page 435, N°132 of the Property Register, corresponding to the year 2018; and its current ownership title is registered under the name of Aconcagua Minerals SpA, on page 584 overleaf, N° 127 of the Property Register, corresponding to the year 2019, all of the above in the Custodian of Mines of Vallenar;

(vi) Caballo Muerto 6 1-30, which's survey minute and constitutive resolution are registered on page 441, N°133 of the Property Register corresponding to the year 2018, and its current ownership title is registered under the name of Aconcagua Minerals SpA, on page 585 overleaf, N° 128 of the Property Register corresponding to the year 2019, all of the above in the Custodian of Mines of Vallenar;

(vii) Caballo Muerto 7 1-30, which's survey minute and constitutive resolution are registered on page 447, N°134 of the Property Register corresponding to the year 2018, and its current ownership title is registered under the name of Aconcagua Minerals SpA, on page 583 overleaf, N° 126 of the Property Register corresponding to the year 2019, all of the above in the Custodian of Mines of Vallenar;

(viii) Caballo Muerto 8 1-25, which's survey minute and constitutive resolution are registered on page 453, N°135 of the Property Register, corresponding to the year 2018, and its current ownership title is registered under the name of Aconcagua Minerals SpA, on page 588 overleaf, N° 131 of the Property Register corresponding to the year 2019, all of the above in the Custodian of Mines Vallenar;

(ix) Caballo Muerto 9 1-25, which's survey minute and constitutive resolution are registered on page 459, N° 136 of the Property Register corresponding to the year 2018, and its current ownership title registered under the name of Aconcagua Minerals SpA, on page 587 overleaf, N° 130 of the Property Register corresponding to the year 2019, all of the above in the Custodian of Mines of Vallenar;

(x) Caballo Muerto 10 1-30, which's survey minute and constitutive resolution are registered on page 465, N° 137 of the Property Register corresponding to the year 2018; and its current ownership title is registered under the name of Aconcagua Minerals SpA, on page 588 overleaf, N° 131 of the Property Register corresponding to the year 2019, all of the above in the Custodian of Mines of Vallenar;

(xi) Caballo Muerto 11 1-20, which's survey minutes and constitutive resolution are registered on page 471, N° 138 of the Property Register corresponding to the year 2018, and its current ownership title is registered under the name of Aconcagua Minerals SpA, on page 589 overleaf, N° 132 of the Property Register corresponding to the year 2019, all of the above in the Custodian of Mines of Vallenar;

(xii) Placeton 1 1-30, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA are registered on page 711, N° 155 of the Property Register of the custodian of Mines of Vallenar, corresponding to the year 2017;

(xiii) Placeton 2 1-30, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA are registered on page 717, N° 156 in the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xiv) Placeton 3 1-30, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA are registered on page 723, N° 157 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

- (xv) Placeton 4 1-30, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA are registered on page 729 overleaf, N° 158 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;
- (xvi) Placeton 5 1-30, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA, are registered on page 736, N° 159 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;
- (xvii) Placeton 6 1-30, which's constitutive resolution and ownership title under the name of Aconcagua Minerals SpA are registered on page 742, N° 160 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;
- (xviii) Placeton 7 1-10, which's survey minute and constitutive resolution are registered on page 423, N° 130 of the Property Register corresponding to the year 2018, and its current ownership title is registered under the name of Aconcagua Minerals SpA, on page 590 overleaf, N° 133 of the Property Register corresponding to the year 2019, all of the above in the Custodian of Mines of Vallenar;
- (xix) Placeton 8 1-20, which's survey minute and constitutive resolution are registered on page 429, N° 131 of the Property Register corresponding to the year 2018, and its current ownership title is registered under the name of Aconcagua Minerals SpA, on page 591 overleaf, N° 134 of the Property Register corresponding to the year 2019, all of the above in the Custodian of Mines of Vallenar;
- (xx) Naranjo 1 1-200, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 868, N° 188 of the Property Register of the Custodian of Mines Vallenar, corresponding to the year 2017;
- (xxi) Naranjo 2 1-120, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 876, N° 189 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;
- (xxii) Naranjo 3 1-30, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 882 overleaf, N° 190 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;
- (xxiii) Naranjo 4 1-216, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 1.022 overleaf, N° 217 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;
- (xxiv) Naranjo 5 1-300, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 1043, N° 220 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxv) Naranjo 6 1-20, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 905 overleaf, N° 194 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxvi) Naranjo 7 1-30, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 888 overleaf, N° 191 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxvii) Naranjo 8 1-30, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 897 overleaf, N° 192 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxviii) Naranjito A 1-20, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 900, N° 193 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxix) Naranjito 9A 1-15, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 911 overleaf, N° 195 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxx) Naranjito 9B 1-15, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 1051, N° 221 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxxi) Naranjito 10A 1-40, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 916 overleaf, N° 196 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxxii) Naranjito 11 1-170, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 922, N° 197 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxxiii) Naranjito 12 1-200, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA are registered on page 1037, N° 219 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxxiv) Naranjito 13 1-20, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 930, N° 198 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxxv) Naranjito 14 1-20, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 936, N° 199 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxxvi) Naranjito 15 1-146, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 942, N° 200 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxxvii) Naranjito 16 1-161, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 949 overleaf, N° 201 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017;

(xxxviii) Naranjito 17 1-15, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 1031, N° 218 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2017; and

(xxxix) Naranjito 17A 1-20, which's survey minute, constitutive resolution and ownership title under the name of Aconcagua Minerals SpA is registered on page 334 overleaf, N° 103 of the Property Register of the Custodian of Mines of Vallenar, corresponding to the year 2018.