

WESTERN METALLICA RESOURCES CORP.

AND

**THOSE SHAREHOLDERS OF THE COMPANY SET FORTH IN SCHEDULE "A" TO THIS
AGREEMENT**

AND

CONSOLIDATED COPPER CORP.

SHARE PURCHASE AGREEMENT

DATED AS OF AUGUST 10, 2023

THIS SHARE PURCHASE AGREEMENT is made as of the 10th day of August, 2023 (the “**Execution Date**”).

AMONG:

WESTERN METALLICA RESOURCES CORP., a corporation existing under the laws of the Province of Ontario

(“**Western Metallica**”)

-AND-

THOSE SHAREHOLDERS OF THE COMPANY SET FORTH IN SCHEDULE “A” TO THIS AGREEMENT

(the “**Sellers**”)

-AND-

CONSOLIDATED COPPER CORP., a corporation existing under the laws of the Province of Ontario

(“**Consolidated Copper**”)

WHEREAS Western Metallica seeks to acquire all of the issued shares of Consolidated Copper (the “**Consolidated Copper Shares**”), all of which are owned by the Sellers, and the Sellers wish to sell the Consolidated Copper Shares to Western Metallica subject to the terms and conditions set out in this Agreement.

AND WHEREAS as at the Execution Date, Consolidated Copper’s sole asset is its subsidiary, Green Rock Copper S.A.C. (“**Green Rock**”), a corporation existing under the laws of Peru, which has the rights in and to the [REDACTED] Option Agreement and the [REDACTED] Option Agreement (each as defined below);

AND WHEREAS Green Rock is the beneficial owner to and the Optionors are the holders of staked claims, mineral rights applications and other mining interests located in the [REDACTED] Project (as defined below) and the [REDACTED] Project (as defined below) (the “**Target Mineral Rights**”), as further set out in Schedule “B” hereto;

AND WHEREAS completion of the transactions contemplated in this Agreement is conditional upon, among other things, Western Metallica being satisfied with the results of its legal, technical, accounting and financing due diligence as against the Consolidated Copper and Green Rock their respective assets and Liabilities, including without limitation, the Target Mineral Rights (collectively, the “**Target Conditions**”);

AND WHEREAS capitalized terms when used in these recitals and not otherwise defined in these recitals shall have the respective meanings set forth in Section 1.1;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, conditions and premises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties do hereby covenant and agree as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement:

“**Agreement**”, “**this Agreement**”, “**herein**”, “**hereby**”, “**hereof**”, “**hereunder**” and similar expressions shall mean or refer to this Share Purchase Agreement and any and all agreements in writing among the Parties supplemental or ancillary hereto and the expressions “**Article**” or “**Section**” followed by a number, mean and refer to the specified Article or Section of this Agreement.

“**Affiliate**” means any person, partnership, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by or is under common control with, a Party.

“**Anti-Bribery and Anti-Corruption Laws**” means: (i) the *Corruption of Foreign Public Officials Act* (Canada); (ii) the *Criminal Code* of Canada; (iii) any regulations under (i) or (ii) above; and (iv) all other Applicable Laws where the applicable Person does business relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses, to public officials and private persons and Applicable Laws requiring the disclosure of agency relationships or commissions and the anti-corruption rules of any international financial institutions with which the applicable Person does business.

“**Applicable Laws**” means all applicable federal, provincial, territorial, state, regional and local laws (statutory or common), rules, ordinances (including zoning and mineral removal ordinances), regulations, grants, franchises, licences, orders, directives, judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature (including environmental laws and any applicable securities laws or regulations, and any applicable rules of any stock exchange, imposing disclosure requirements) and include without limitation, the Anti-Bribery and Anti-Corruption Laws and the Environmental Laws.

“**Books and Records**” means all books, records, documents, data, logs, maps, maintenance files, mining, resource and reserve data, quality control records, drilling and assay reports or data, environmental studies and reports, plans, technical, geological and scientific information or records, files, papers, surveys and plans or specifications and any other recorded information owned by or in the possession or control of the Sellers or Consolidated Copper (in both instances with respect to Consolidated Copper).

“**Business Day**” means any day excluding Saturdays, Sundays and banking or statutory holidays in the Province of Ontario.

“**Business Information**” includes the terms of this Agreement and all information, data, maps, drill core, results of surveys, drilling and assays, knowledge and know-how, in whatever form and however communicated (including without limitation, Confidential Information), developed, conceived, originated, derived or obtained by a Party in performing its obligations. The term “**Business Information**” shall not include any Party Information or any improvements, enhancements, refinements or incremental additions to Party Information that are developed, conceived, originated, derived or obtained by a Party in performing its obligations under this Agreement.

“**[REDACTED] Option Agreement**” means the mining option and assignment agreement between Green Rock, [REDACTED], [REDACTED], [REDACTED] June 2023, pursuant to which the [REDACTED] Optionors granted Green Rock an option to acquire 100% legal and beneficial interest to the [REDACTED] Project.

“**[REDACTED] Optionor**” means collectively, [REDACTED].

“**Capital Leases**” means any lease of any property (whether real, personal or mixed) by Consolidated Copper as lessee that, in accordance with IFRS, would be required to be classified and accounted for as a capital lease on a balance sheet and any synthetic lease of any property by Consolidated Copper, as applicable

“**Claims**” includes:

- (a) claims, demands, complaints, grievances, actions, suits, applications, causes of action, orders, charges, indictments, prosecutions, investigations, informations or other similar processes, assessments or reassessments;
- (b) judgments, debts, liabilities, expenses, costs, fines (including administrative monetary penalties), damages (including statutory damages) or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, lost profits, professional fees, including fees and disbursements of legal counsel on a full indemnity basis;
- (c) all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing; and
- (d) for the avoidance of doubt, any claims made by any Governmental Authority related to Taxes;

“**Closing**” means the completion of the purchase and sale of the Consolidated Copper Shares.

“**Closing Date**” means the date that the Closing occurs, which is currently expected to be August 10, 2023 or such other date as the Parties may agree upon, to be no later than the Outside Date.

“**Conditional Approval**” means the conditional approval of the TSXV of the transactions contemplated hereby, including listing of the Consideration Shares, subject to satisfaction of customary conditions typical for the issuance and listing of common shares.

“**Confidential Information**” means all information (including Business Information and Party Information), data, reports, maps, drill core, results of surveys, drilling and assays, knowledge and know-how (including without limitation, formulas, patterns, compilations, programs, devices, methods, techniques and processes) that: (i) is confidential to a Party; or (ii) derives independent economic value (actual or potential) as a result of not being generally known to, or readily ascertainable by, third parties or the general public and which is subject to confidentiality, or to reasonable efforts under the circumstances to maintain its confidentiality, including without limitation all analyses, interpretations, compilations, studies and evaluations of such information, data, reports, maps, drill core, results of surveys, drilling and assays, knowledge and know-how generated or prepared by or on behalf of any Party.

“**Consolidated Copper Shares**” has the meaning set forth in the recitals.

“**Consideration Shares**” means an aggregate of 20,000,000 common shares of Western Metallica to be issued to the Sellers as partial consideration for the Consolidated Copper Shares.

“**Consideration Warrants**” means an aggregate of 5,000,000 common share purchase warrants in the capital of Western Metallica, to be issued to the Sellers as partial consideration for the Consolidated Copper Shares. Each Consideration Warrant entitles the holder therefore to acquire one additional Consideration Share at an exercise price of \$0.10 per Consideration Warrant until the earlier of: (i) the date that is one (1) year from the date of issuance, and (ii) in the event that the daily volume weighted average price (or closing bid price on days when there are no trades) of the Consideration Shares on the TSXV is at least \$0.15 per

Consideration Shares for a minimum of twenty (20) consecutive trading days, Western Metallica may provide written notice to the holders requiring the holders to exercise the Consideration Warrants within twenty (20) days following the date of delivery of such written notice.

“Consolidated Copper Material Adverse Effect” means any change, event, occurrence, effect, state of facts, or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances, is or would reasonably be expected to be material and adverse to the current or proposed business, operations, results of operations, assets, properties, capitalization, financial condition or Liabilities (contingent or otherwise) of Consolidated Copper, taken as a whole, inclusive of the Target Companies, except any such change, event, occurrence, effect, state of facts or circumstance resulting from or arising in connection with:

- (a) any change, event or development generally affecting the mining industry;
- (b) any change or development in currency exchange, interest or inflation rates or in general economic, business, regulatory, political or market conditions or in financial, securities or capital markets in Canada or in global financial or capital markets;
- (c) any hurricane, flood, tornado, earthquake or other natural disaster or man -made disaster, or the commencement or continuation of war, armed hostilities, including the escalation or worsening thereof, or acts of terrorism;
- (d) any general outbreak of illness, pandemic, epidemic or similar event or the worsening thereof;
- (e) any adoption, proposal, implementation or change in Applicable Law or any interpretation, application or non-application of Applicable Law by any Governmental Authority or any change in IFRS or changes in applicable regulatory accounting requirements applicable to the mining industry; or
- (f) the announcement or execution of this Agreement or the implementation of any of the transactions contemplated herein.

“Contracts” means any agreement, indenture, contract, lease, deed of trust, royalty, licence, option, instrument, arrangement, understanding or other commitment, whether written or oral.

“control” means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting shares, interests, or securities, or by contract, voting trust, or otherwise. This definition of control shall be incorporated into such terms as **“controlled”** and **“controlling”**.

“Convertible Securities” means any agreement, option, warrant, right or other security or conversion privilege issued or granted by the Person or any of its Affiliates that is exercisable or convertible into, or exchangeable for, or otherwise carries the right of the holder to purchase or otherwise acquire common shares, including pursuant to one or more multiple exercises, conversions and/or exchanges to require the Person to purchase, redeem or otherwise acquire any of its issued and outstanding common shares.

“Corporate Records” means all constating documents and by-laws, minute books, registers, share certificate books and all other similar documents and records of the applicable corporate entity.

“Debt” means, with respect to the Company, without duplication:

- (a) all indebtedness for borrowed money, including all obligations for the repayment of principal and accrued interest, and for any prepayments, penalties, premiums, reimbursements, fees, costs and charges or whatsoever nature, with respect thereto;
- (b) obligations under letters of credit, letters of guarantee or similar facilities or instruments;
- (c) obligations under conditional sale or other title retention agreements relating to property purchased by Consolidated Copper, as applicable;
- (d) obligations to pay the deferred purchase price of property or services;
- (e) obligations under financing leases and Capital Leases;
- (f) all liabilities for, or with respect to, any “success fees” or bonuses, change of control payments, termination or severance payments, retention payments or similar liabilities arising from or that otherwise may be triggered by the transactions contemplated in this Agreement (including all related bonuses or accelerated benefits payable to any employee, former employee or current or former officer, director, independent contractor or consultant of Consolidated Copper, as applicable) and the employer portion of all payroll, excise and other Taxes incurred in connection therewith;
- (g) all amounts owed to any Person under any benefit plan or deferred compensation arrangements; and
- (h) any amount payable to the shareholders of Consolidated Copper, as applicable, on account of any declared, but unpaid dividends or other distributions on, or in respect of any outstanding shares of Consolidated Copper, as applicable;

but excluding any items that are taken into account as Liabilities in the calculation of the aggregate Liabilities of Consolidated Copper and Green Rock outstanding as of the Closing Date set out in Section 3.2(m);

“**Encumbrances**” means any and all mortgages, pledges, security interest of any nature, liens, charges, hypothec, title retention agreement, covenant, condition, lease, license, claim, exception, reservation, easement, encroachment, right of occupation, right of way, right of entry, matter capable of registration against title, option, assignment, right of preemption privilege, contractual obligations and Legal Claims, rights, title or interests of others, or any other encumbrance or charge or title defect of any nature whatsoever, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law, or Contract to create any of the foregoing.

“**Environmental Laws**” means Applicable Laws aimed at reclamation or restoration of property, prevention or abatement of pollution; protection of the environment (including without limitation, air, ground, water and groundwater); protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage, control, transport or disposal of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous materials or substances into the environment (including without limitation, ambient air, ground, surface water and groundwater); and all other Applicable Laws relating to the ownership, manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes.

“**Entity Nominees**” has the meaning set forth in Section 2.2(a).

“**Execution Date**” means the date set forth on the first page of this Agreement.

“**Expenses**” means, in respect of any matter, all Liabilities, obligations, duties, losses, damages (but excluding consequential, indirect, special and punitive damages), costs, expenses (including reasonable legal and other professional fees and expenses and disbursements, interest, penalties and amounts paid in settlement but excluding punitive, exemplary or aggravated damages), penalties, fines and monetary sanctions and all amounts paid to satisfy any judgment, order, decree, directive, award or other obligation to pay any amount of whatever nature or kind.

“**Fundamental Representations and Warranties**” has the meaning ascribed to it in Section 7.1(b).

“**Green Rock Copper S.A.C.**” has the meaning set forth in the recitals.

“**Governmental Authority**” means any federal, state, provincial, municipal, territorial, local, foreign or other governmental (including any political subdivision thereof, administrative agency, regulatory body, organization, authority) department, commission, board, bureau, agency, official or any court or tribunal, stock exchange or securities commission, taxing authority, having jurisdiction.

“**Income Tax Act**” means the *Income Tax Act* of Canada, as the same may be amended from time to time.

“**Intellectual Property**” means all trade or brand names, business names, trade-marks (including logos), trade-marks, service marks, copyrights, patents, industrial designs, trade secrets, proprietary information and know-how, manuals, inventions, formulae, processes, technology and other intellectual property in whatever form or format used by a Person in connection with its assets, registered or unregistered, together with all rights under licenses, registered user agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing and any mining, milling or processing intellectual property.

“**Interim Period**” means the period between the close of business on the Execution Date and the earlier of the Closing Date or the date on which this Agreement is lawfully terminated pursuant to Article 8.

“**Legal Claims**” means any and all debts, claims, actions, lawsuits, causes of action, demands, duties and obligations of whatsoever nature and howsoever incurred.

“**Liabilities**” means all Legal Claims, demands, obligations, suits, complaints, actions, damages, costs, losses, liabilities (fixed on contingent, known or unknown), expenses, lawyer’s fees, investigation costs, remediation costs, awards, decrees, orders, judgments, fines, penalties, injunctions or similar decisions, that may adversely affect the interests of a Party, including the reasonable fees and disbursements of legal counsel and other professional advisers incurred by such Party in defending against such liabilities.

“**Option Agreements**” means collectively the [REDACTED] Option Agreement and the [REDACTED] Option Agreement.

“**Optionors**” means collectively the [REDACTED] Optionor and the [REDACTED] Optionor.

“**Ordinary Course**” means with respect to an action taken by a Person, that such action is consistent with the past practices of the Person, including with regard to nature, frequency and magnitude, and is taken in the ordinary course of the normal day-to-day operations of that Person.

“**Outside Date**” means August 31, 2023.

“**Parties**” means Western Metallica, the Sellers and Consolidated Copper and “**Party**” means any one of Western Metallica, the Sellers or Consolidated Copper.

“**Party Information**” means all information, data, knowledge and know-how, in whatever form and however communicated (including without limitation, such Confidential Information), which, as shown by

written records, was developed, conceived, originated or obtained by a Party independent of its performance under the terms of this Agreement.

“**Person**” means any natural person, partnership, company, corporation, unincorporated association, joint venture, trust, trustee, Governmental Authority or other entity howsoever designated or constituted.

“**Personal Information**” means any information about an identifiable individual.

“**Pre-Closing Tax Period**” means any taxation year or fiscal period ending on or prior to the Closing Date.

“**Privacy Requirements**” means (i) all Applicable Laws that govern or regulate the privacy, security, use, protection, destruction, breach response, or transfer of or with respect to Personal Information, including, without limitation, the Personal Information Protection and Electronic Documents Act (Canada); (ii) the terms of all Contracts relating to data privacy, security, or breach notification; and (iii) the internal and published privacy and security policies of Consolidated Copper relating to Personal Information;

“**Representative**” means each director, officer, employee, servant, qualified person, workman, contractor, subcontractor, agent, solicitor, accountant, consultant, or financial advisor of a Party and its Affiliates and all other persons acting for or in conjunction with such Party.

“**Schedule**” has the meaning set forth in Section 1.7.

“**Securities Act**” means the Securities Act (Ontario) and the rules, regulations and published policies thereunder.

“**Securities Laws**” means the Securities Act and all other applicable provincial securities laws and the rules, regulations and published policies thereunder including the rules and regulations of the TSXV.

“**Straddle Period**” means any tax period of Consolidated Copper that includes but does not end on the Closing Date.

“**Straddle Period Tax Return**” means any Tax Return of Consolidated Copper for a Straddle Period.

“**Survival Periods**” has the meaning set forth in Section 7.1(c).

“**Target Conditions**” has the meaning set forth in the recitals.

“**Target Mineral Rights**” has the meaning set forth in the recitals.

“**Taxes**” means (a) any Canadian federal, state, provincial, local, or other non-Canadian income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, Social Security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, escheat or unclaimed property Liability, or other tax of any kind whatsoever; (b) any interest, penalty, or addition thereto, whether disputed or not; and (c) all franchises, tariffs, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals, classifications, registrations and orders of any Governmental Authority required by Applicable Laws.

“**Tax Returns**” means all returns, reports, declarations, designations, elections, notices, filings, forms, information returns and statements filed or required to be filed in respect of Taxes.

“**Time of Closing**” means 10:00 a.m. (Toronto time) on the Closing Date.

“Transaction Expenses” means all of the out-of-pocket fees and expenses which are or will be incurred by Consolidated Copper or that are or will be for the account of Consolidated Copper in connection with the negotiation, preparation and execution of this Agreement, and the other agreements and documents contemplated herein, which remain unpaid at the Closing Date regardless of whether Consolidated Copper or any Seller has received an invoice for any such fees or expenses, not including the professional fees and expenses associated with the preparation of this Agreement and the completion of the transactions contemplated thereby which are equal to or under the aggregate limit of \$25,000 or alternative limit as agreed to by Western Metallica as set out in Section 3.2(m).

“Transfer” when used as a verb, means to sell, grant, assign, or otherwise dispose of, directly or indirectly, including through mergers, consolidations, arrangements or share or asset purchases (including resulting in a change in control) and when used as a noun, means a sale, grant, assignment, or disposal or the commitment to do any of the foregoing, directly or indirectly, including through mergers, consolidation, arrangements or share or asset purchase.

“TSXV” means the TSX Venture Exchange.

“[REDACTED] Option Agreement” means the mining option and assignment agreement between Green Rock and the [REDACTED] Optionor dated May 2023 pursuant to which Green Rock was granted an option by the [REDACTED] to acquire a 100% beneficial and legal interest in the [REDACTED] Project.

“[REDACTED] Optionor” means [REDACTED].

“Western Metallica Material Adverse Effect” means any change, event, occurrence, effect, state of facts, or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, financial condition or Liabilities (contingent or otherwise) of Western Metallica, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstance resulting from or arising in connection with:

- (a) any change, event or development generally affecting the mining industry;
- (b) any change or development in currency exchange, interest or inflation rates or in general economic, business, regulatory, political or market conditions or in financial, securities or capital markets in Canada or in global financial or capital markets;
- (c) any hurricane, flood, tornado, earthquake or other natural disaster or man -made disaster, or the commencement or continuation of war, armed hostilities, including the escalation or worsening thereof, or acts of terrorism;
- (d) any general outbreak of illness, pandemic, epidemic or similar event or the worsening thereof;
- (e) any adoption, proposal, implementation or change in Applicable Law or any interpretation, application or non-application of Applicable Law by any Governmental Authority or any change in IFRS or changes in applicable regulatory accounting requirements applicable to the mining industry; or
- (f) the announcement or execution of this Agreement or the implementation of any of the transactions contemplated herein.

“Western Metallica Public Record” means collectively, all of the documents which have been filed by or on behalf of Western Metallica since December 31, 2022 with the relevant Canadian Securities Regulatory

Authorities pursuant to the requirements of applicable Canadian Securities Laws on the System for Electronic Document Analysis and Retrieval (SEDAR).

“**Western Metallica Year End**” means December 31, 2022.

1.2 Gender and Extended Meanings

In this Agreement all words and personal pronouns relating thereto shall be read and construed as the number and gender of the Party or Parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun. In this Agreement words importing the singular number include the plural and *vice versa*.

1.3 Currency

All references to currency in this Agreement, including “dollars” and “\$”, are in Canadian currency.

1.4 Period of Time/Time of Essence

When calculating the period of time within which or following which any act is to be done or step is to be taken pursuant to this Agreement, the date which is the initial reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next Business Day. Time is of the essence of this Agreement.

1.5 Section Headings

The Article, Section and other headings contained in this Agreement or in the Exhibits or Schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

1.6 Knowledge

Where any representation or warranty in this Agreement is expressly qualified by reference to the knowledge of Western Metallica it is deemed to refer to the actual knowledge of Greg Duras, the Chief Executive Officer of Western Metallica and Soo-Whan Kim, the Chief Financial Officer of Western Metallica, after due inquiry with other responsible officers and key employees to inform themselves as to the relevant matters, but, without the requirement to make any inquiries of third parties or Governmental Authorities or to perform any search of any public registry or system inquiry. Where any representation or warranty in this Agreement is expressly qualified by reference to the knowledge of the Sellers it is deemed to refer to the actual knowledge of Chris Irwin, the President and Secretary of Consolidated Copper, after due inquiry with other responsible officers and key employees to inform themselves as to the relevant matters, but, without the requirement to make any inquiries of third parties or Governmental Authorities or to perform any search of any public registry or system inquiry.

1.7 Schedule

The following is the schedule (the “**Schedule**”) attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule A – List of Sellers

Schedule B – Description of Target Mineral Rights

In the event of any conflict between the provisions of this Agreement and the Schedule, the terms of the Agreement shall govern.

2. PURCHASE AND SALE

2.1 Consolidated Copper Shares to be Purchased and Sold

Subject to the terms and conditions herein contained, on the Closing Date and with effect as of the Time of Closing, Western Metallica agrees to purchase from the Sellers and the Sellers agrees to sell the Consolidated Copper Shares to Western Metallica, free and clear of any and all Encumbrances, and each Seller hereby sells, assigns and transfers the Seller's Consolidated Copper Shares to Western Metallica effective as of the Time of Closing.

2.2 Consideration Payable by Western Metallica

(a) In consideration for the Consolidated Copper Shares, Western Metallica will:

(i) issue on the Closing Date the Consideration Shares and Consideration Warrants, on a *pro rata* basis, to the Sellers, or as directed by the Sellers in writing to Western Metallica a minimum of two Business Days prior to the Closing Date (provided that the entities to whom the Consideration Shares and Consideration Warrants are to be registered are acceptable to Western Metallica, acting reasonably) (the "**Entity Nominees**").

(b) The Sellers acknowledge and agree for and on behalf of themselves and the Entity Nominees that, notwithstanding any provision hereof, the issuance of the Consideration Shares and Consideration Warrants is subject to applicable securities laws and the rules and policies of the TSXV (or any other stock exchange on which the common shares of Western Metallica may be listed from time to time).

(c) The Sellers acknowledge and agree for and on behalf of themselves and the Entity Nominees, that the Consideration Shares issuable hereunder will be represented by physical certificates or DRS statements and the Sellers further understands and acknowledges for and on behalf of itself and the Entity Nominees that upon the original issuance thereof, and until such time as the same is no longer required under applicable requirements of the applicable securities Laws, certificates or DRS statements representing such securities and all certificates or DRS statements issued in exchange therefor or in substitution thereof, will bear such legends setting out resale restrictions under applicable Canadian securities laws and the rules and policies of the TSXV, as applicable. It is the responsibility of the Sellers (or each of the applicable Entity Nominees) to determine the applicable resale restrictions and to comply with such requirements. Notwithstanding the forgoing, each Seller agrees that it shall not trade its Consideration Shares until the date that is four (4) months and one day following the Closing Date, and will not request the removal of any legends on Consideration Shares, effective prior to such date.

(d) The Sellers acknowledge and agree for and on behalf of themselves and the Entity Nominees, that:

(i) no securities commission or Governmental Authority or similar authority has reviewed or passed on the merits of the Consideration Shares, nor have any such agencies or authorities made any recommendations or endorsement with respect to the Consideration Shares; and

(ii) Western Metallica is issuing the Consideration Shares under exemptions from the prospectus requirements of applicable Securities Laws and, as a consequence, certain protections, rights and remedies provided by applicable Securities Laws, including statutory rights of rescission or damages, will not be available to the Sellers and Entity Nominees.

(e) The Sellers acknowledge and agree for and on behalf of themselves and the Entity Nominees, that the Consideration Warrants issuable hereunder will be represented by physical certificates and the Sellers further understands and acknowledges for and on behalf of itself and the Entity Nominees that upon the original issuance thereof, and until such time as the same is no longer required under applicable

requirements of the applicable securities Laws, certificates representing such securities and all certificates issued in exchange therefor or in substitution thereof, will bear such legends setting out resale restrictions under applicable Canadian securities laws and the rules and policies of the TSXV, as applicable. It is the responsibility of the Sellers (or each of the applicable Entity Nominees) to determine the applicable resale restrictions and to comply with such requirements.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Western Metallica

Western Metallica hereby represents and warrants to the Sellers as follows and acknowledges that the Sellers are relying on such representations and warranties in entering into this Agreement:

(a) Western Metallica is duly existing, organized and validly subsisting under the laws of its jurisdiction of incorporation and is qualified and licensed to carry on business in Peru, based on its formerly owned assets and its former operations and its acquisition of the issued and outstanding shares of Consolidated Copper.

(b) Western Metallica has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder and thereunder.

(c) Save and except for the Conditional Approval, Western Metallica has duly obtained all corporate approvals and the authorizations of any Governmental Authority or third person required for the execution, delivery and performance of this Agreement and any agreement or instrument referred to or contemplated by this Agreement and such execution, delivery and performance and the consummation of the transactions contemplated herein and therein does not conflict with or result in a breach of any covenants or agreements contained in, or constitute a breach of or a default under or result in the creation of any Encumbrance under, the provisions of its constituting documents or any shareholders' or directors' resolution or any indenture, agreement or other instrument whatsoever to which it is a party or by which it is bound and does not contravene any Applicable Laws.

(d) This Agreement has been duly executed and delivered by Western Metallica and is a valid agreement of Western Metallica, binding upon and enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, and other laws of general application limiting the enforcement of creditors rights generally and to the fact that specific performance and other equitable remedies are available only in the discretion of a court.

(e) Western Metallica has not committed an act of bankruptcy, is not insolvent or unable to meet its obligations as they come due, has not proposed a compromising arrangement to its creditors generally, has not had any petition for a receiving order in bankruptcy filed against it, has not made a voluntary assignment in bankruptcy, has not taken any proceedings with respect to a compromise, arrangement or reorganization, has not taken any proceeding to have itself declared bankrupt or wound-up, has not taken any proceeding to have a receiver appointed in respect of any part of its assets, has not had any encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or become levied upon any of its property.

(f) As of the Execution Date: (i) the authorized share capital of Western Metallica consists of an unlimited number of common shares of which 51,728,630 common shares are outstanding; (ii) common share purchase warrants exercisable to acquire up to 17,877,576 common shares of Western Metallica; and (iii) options exercisable to acquire up to 4,580,000 common shares of Western Metallica. As of the Execution Date, other than as set out above, Western Metallica does not have outstanding any rights to subscribe for or to purchase, or any options for the purchase of, or any agreements providing for the issuance

of, any common shares or any securities convertible into or exchangeable or exercisable for any common shares of Western Metallica. As of the Time of Closing, save and except as set forth in the Western Metallica Public Record, no Person will have any option or other right to acquire or receive common shares of Western Metallica or any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription or issuance of any securities of Western Metallica.

(g) As of the Time of Closing, the issuance of the Consideration Shares by Western Metallica as required by the terms of this Agreement will be duly and validly authorized by Western Metallica and at the Time of Closing, the Consideration Shares will be validly issued as fully paid and non-assessable common shares of Western Metallica.

(h) As of the Time of Closing, the issuance of the Consideration Warrants by Western Metallica as required by the terms of this Agreement will be duly and validly authorized by Western Metallica and at the Time of Closing, the Consideration Warrants will be validly created, and upon the due exercise of the Consideration Warrants in accordance with the provisions set out in this Agreement (including receipt by Western Metallica of full payment of the exercise price of the Consideration Warrants), the common shares of Western Metallica underlying such Consideration Warrants shall be validly issued as fully paid and non-assessable common shares of Western Metallica.

(i) Western Metallica is a “reporting issuer” within the meaning of applicable securities Laws in at least one of the Provinces of Canada and is not on the list of reporting issuers in default under Applicable Laws in any Provinces of Canada. No securities commission or similar regulatory authority has issued any order preventing or suspending trading of any securities of Western Metallica and Western Metallica is not in default of any material provision of Applicable Laws or the rules or regulations of the TSXV. No delisting, suspension of trading in or cease trading order with respect to any securities of Western Metallica has occurred and, to the knowledge of Western Metallica, there is not any inquiry or investigation (formal or informal) of any, Governmental Authority in effect or ongoing or, to the knowledge of Western Metallica, expected to be implemented or undertaken. Western Metallica has not taken any action to cease to be a reporting issuer in any Province of Canada and has not received notification from any securities commission or similar regulatory authority seeking to revoke the reporting issuer status of Western Metallica. Western Metallica is in material compliance and up to date with all filings under applicable corporate and securities laws and stock exchange rules and policies.

(j) Western Metallica has not taken any action which would reasonably be expected to result in the delisting or suspension of the common shares of Western Metallica on or from the TSXV.

(k) To Western Metallica’s knowledge, Western Metallica is in compliance, in all material respects, with all Applicable Laws, or other requirements applicable to it and has filed all reports or returns required under all Applicable Laws except where such failure would not be reasonably expected to have, individually or in the aggregate, a Western Metallica Material Adverse Effect.

(l) Since the Western Metallica Year End, there has not been any Western Metallica Material Adverse Effect in the condition, operations, affairs or the assets or financial condition of Western Metallica other than such changes in the Ordinary Course.

(m) None of Western Metallica or its Affiliates, including without limitation, any of their respective officers, directors or employees has taken, committed to take or been alleged to have taken any action which would cause Western Metallica or any of its Affiliates, to be in violation of the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any Applicable Laws of similar effect of any other jurisdiction, and to the knowledge of Western Metallica, no such action has been taken by any of its Representatives or other persons acting on behalf of Western Metallica or any of its Affiliates.

(n) The information and statements in the Western Metallica Public Disclosure were true and correct in all material respects as of the respective dates of such information and statements.

(o) None of Western Metallica or its Affiliates, including without limitation, any of its officers, directors or employees has engaged any finder, broker, agent or other person in a comparable capacity in connection with the transactions contemplated by this Agreement. There are no contracts, agreements or understandings with Western Metallica that would give rise to a valid claim against Consolidated Copper for a commission, finder's fee or other like payment in connection with the transactions contemplated by this Agreement.

3.2 Representations and Warranties of the Sellers

Each of the Sellers severally represents and warrants to Western Metallica, with respect to the to the Consolidated Copper Shares held by such Seller, where applicable, as follows and acknowledges that Western Metallica is relying on such representations and warranties in entering into this Agreement:

(a) Consolidated Copper and Green Rock are duly existing, organized and validly subsisting in good standing under the laws of each entities jurisdiction of incorporation and are qualified and licensed to carry on business in the jurisdictions in which each carries on business, which, in the case of Green Rock, includes Peru, based on their currently owned assets and its current operations.

(b) Each Seller, if it is not an individual, is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation and has the corporate power to execute, deliver and perform its obligations under this Agreement, or if it is an individual, it is of full age of majority.

(c) Consolidated Copper has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder and thereunder and the Sellers have full power and authority to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder and thereunder.

(d) Consolidated Copper has duly obtained all corporate approvals and the authorizations of any Governmental Authority or third persons required for the execution, delivery and performance of this Agreement and any agreement or instrument referred to or contemplated by this Agreement, and such execution, delivery and performance and the consummation of the transactions contemplated herein and therein does not conflict with or, with notice or the passage of time or otherwise, result in a breach of any covenants or agreements contained in, or constitute a breach of or a default under or result in the creation of any Encumbrance under, the provisions of Consolidated Copper's constating documents or any shareholders' or directors' resolution or any indenture, agreement, Contract or other instrument whatsoever to which Consolidated Copper is a party or by which it is bound and does not contravene any Applicable Laws.

(e) This Agreement has been duly executed and delivered by the Sellers and Consolidated Copper and is a valid agreement of each of the Sellers and Consolidated Copper, binding upon and enforceable against each of the Sellers and Consolidated Copper in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, and other laws of general application limiting the enforcement of creditors rights generally and to the fact that specific performance and other equitable remedies are available only in the discretion of a court.

(f) Consolidated Copper and each of the Sellers, respectively, have not committed an act of bankruptcy, are not insolvent, are not unable to meet their obligations as they come due, have not proposed a compromising arrangement to their creditors generally, have not had any petition for a receiving order in bankruptcy filed against them, have not made a voluntary assignment in bankruptcy, have not taken any

proceedings with respect to a compromise, arrangement or reorganization, have not taken any proceeding to have itself declared bankrupt or wound-up, have not taken any proceeding to have a receiver appointed in respect of any part of its assets, have not had any encumbrancer take possession of any of its property or have not had any execution or distress become enforceable or become levied upon any of its property.

(g) There are no actions, suits, investigations, Legal Claims or proceedings pending or, to the knowledge of the Sellers, threatened against any of the Sellers or Consolidated Copper which, if adversely determined, would materially impair the Sellers's ability to perform its obligations under this Agreement or otherwise claim that this Agreement or the consummation of such transactions as contemplated by this Agreement are improper or would give rise to proceedings under any laws. There are no judgments which remain unsatisfied against it or consent decrees or injunctions to which the Sellers or Consolidated Copper is subject which would materially impair any of the Sellers's ability to perform its obligations under this Agreement or otherwise claim that this Agreement or the consummation of such transactions as contemplated by this Agreement are improper or would give rise to proceedings under any laws. There are no investigations, actions, suits or proceedings at Applicable Law or in equity or by or before any governmental entity now pending or, to the knowledge of the Sellers, threatened against or affecting it or its properties or assets and, to its knowledge, there is no ground on which any such action, suit or proceeding might be commenced, in each case which would materially impair the Sellers's ability to perform its obligations under this Agreement or otherwise claim that this Agreement or the consummation of such transactions as contemplated by this Agreement are improper or would give rise to proceedings under any laws.

(h) As of the Execution Date: (i) the authorized share capital of Consolidated Copper consists of an unlimited number of common shares and an unlimited number of special shares of which 23,500,100 common shares, and no special shares, are outstanding; and (ii) Consolidated Copper has no Convertible Securities outstanding. As of the Execution Date, Consolidated Copper does not have outstanding any rights to subscribe for or to purchase, or any options for the purchase of, or any agreements providing for the issuance of, any common shares or any securities convertible into or exchangeable or exercisable for any common shares of Consolidated Copper. As of the Time of Closing, no Convertible Securities of Consolidated Copper will be outstanding and no Person will have any option or other right to acquire or receive common shares of Consolidated Copper or any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription or issuance of any securities of Consolidated Copper. The Consolidated Copper Shares constitute all of the issued shares in the capital of Consolidated Copper. All of the Consolidated Copper Shares have been duly authorized and validly issued and are outstanding as fully paid and non-assessable and none of the Consolidated Copper Shares have been issued in violation of any pre-emptive or similar rights.

(i) Each Seller is are the registered owners of all of the Consolidated Copper Shares held by such Seller free and clear of all Encumbrances and each Seller has the right to exercise all voting rights over such Consolidated Copper Shares. None of the Consolidated Copper Shares are subject to any voting trust, shareholder agreement or voting agreement. The Consolidated Copper Shares are validly issued and fully paid up. On Closing each Seller will convey to Western Metallica good, valid and marketable title to the Consolidated Copper Shares and all of the Consolidated Copper Shares will be owned or held by Western Metallica as the registered and beneficial owner of record, free and clear of all Encumbrances.

(j) This Agreement is made with in reliance upon the Sellers's representation to Western Metallica (which by Western Metallica's execution of this Agreement, Western Metallica hereby confirms), that the Consideration Shares and Consideration Warrants to be acquired by each Seller or such Seller's Entity Nominee will be acquired for investment for the account of such Seller or its Entity Nominee, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that at the Time of Closing neither any of the Sellers nor the Entity Nominees will have any intention of selling, granting

any participation in, or otherwise distributing the same. By executing this Agreement, each Seller on behalf of itself and the Entity Nominees further represents that as at the Execution Date, neither the Sellers nor any of the Entity Nominees will have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Consideration Shares or the Consideration Warrants.

(k) None of the Consolidated Copper Shares is subject to any voting trust, shareholder agreement or voting agreement. The Consolidated Copper Shares constitute the entire allotted and issued share capital of Consolidated Copper and are validly issued and fully paid up.

(l) Consolidated Copper and Green Rock do not act or carry on business with any other person in partnership or otherwise, and save and except for Peru, Consolidated Copper does not have any branch or agency in any jurisdiction outside of Ontario. There are no restrictions of any kind that prevent or restrict the payment of dividends or other distributions of Consolidated Copper. Consolidated Copper does not own beneficially or of record, any securities or other ownership, equity or proprietary interests of any kind in any person other than in its wholly-owned subsidiary, Green Rock, and Consolidated Copper and Green Rock are not bound by any commitment or obligation to acquire any securities or other ownership, equity or proprietary interests of any kind in any person.

(m) The aggregate Liabilities of Consolidated Copper and Green Rock do not exceed \$25,000, as of the Closing Date, and Consolidated Copper and Green Rock will not, prior to Closing, incur any expenses, debts, liabilities or obligations whether absolute, accrued, contingent or otherwise, without the prior written approval of Western Metallica, except for professional fees associated with the preparation of this Agreement and the completion of the transactions contemplated thereby, not to exceed \$50,000.

(n) As of the Closing Date, the net working capital of Consolidated Copper and Green Rock, being an amount equal to the aggregate cash of Consolidated Copper and Green Rock minus the aggregate Liabilities of Consolidated Copper and Green Rock, is an amount equal to or greater than US\$50,000.

(o) Since its incorporation, Consolidated Copper has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and, has not directly or indirectly, redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so. Since its incorporation, Consolidated Copper has not suffered an Consolidated Copper Material Adverse Effect and to the knowledge of the Sellers no event has occurred or circumstance exists which would reasonably be expected to cause Consolidated Copper to suffer an Consolidated Copper Material Adverse Effect. Since its incorporation, Consolidated Copper has not prepared or caused to be prepared any financial statements (annual, quarterly, unaudited or audited).

(p) At the Time of Closing Consolidated Copper and Green Rock will not have any additional Liabilities to these set out in Section 3.2(m) which would be required to be disclosed on financial statements, whether known or unknown, primary or secondary, direct or indirect, absolute, accrued or contingent, or that are otherwise outstanding and are due and remain unpaid.

(q) Consolidated Copper and Green Rock have not given or agreed to give, nor is a party to or bound by, any guarantee, surety or indemnity in respect of indebtedness, or other obligations, of any Person, or any commitment by which it is or is contingently responsible for such indebtedness or other obligations.

(r) Since its incorporation Consolidated Copper has not conducted any business, does not maintain any insurance coverage and has no subsidiaries, other than its wholly-owned subsidiary Green Rock, or joint venture partners, assets or operations and Consolidated Copper is not a party to any Contract, other than the Option Agreements. Since its incorporation, Consolidated Copper has not:

- (i) either made any capital expenditure or commitment to do so which individually or in the aggregate exceeded US\$100,000;
 - (ii) increased its indebtedness for borrowed money or made any loan or advance, or assumed, guaranteed or otherwise become liable with respect to the Liabilities or obligation of any person;
 - (iii) entered into, modified or terminated any Contract, other than the Option Agreements;
 - (iv) waived or omitted to take any action in respect of any right that is material to Consolidated Copper or its business, or taken any other action not in the ordinary course of the business or that is inconsistent with its past practice;
 - (v) compromised or settled any litigation, proceeding, charge, complaint or other governmental action;
 - (vi) granted, communicated, announced or committed to any severance or termination pay (unless required by Applicable Laws), bonuses, incentive awards whether monetary or otherwise, or granted, communicated, announced, committed to or made any general wage, salary or other compensation increases or modified any benefit plan or profit-sharing arrangements in respect of any directors or officers, including any change of control, retention or termination payments or adopted policies relating to directors or officers;
 - (vii) made any change in any method of accounting or auditing practice except as required by IFRS;
 - (viii) amended or approved any amendment to its constituting documents, by-laws or capital structure;
 - (ix) failed to pay within the time prescribed by Applicable Laws the proper amount of any Taxes due and payable, including any instalments of Taxes and has not been required to file any Tax return;
 - (x) failed to withhold from each payment made by it the amount of all Taxes and other deductions required to be withheld therefrom and has not failed to pay the same to the proper Governmental Authority within the time prescribed under any Law;
 - (xi) made, changed or revoked any Tax election inconsistent with past practices or adopted or changed any method of Tax accounting, settled or compromised any liability with respect to Taxes, filed any amended Tax Return or changed any accounting period; or
 - (xii) authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.
- (s) The affairs of Consolidated Copper and Green Rock and its business have been at all times and are now being conducted in compliance with all Applicable Laws of each jurisdiction in which the operations of the Consolidated Copper and Green Rock have been and are carried on. Consolidated Copper and Green Rock have not received any notice (oral or written) of any alleged violation of any such Applicable Laws, and to the knowledge of the Sellers, no such allegations or notices of any such violations are pending or threatened and the Sellers are not aware of any facts or circumstances that may give rise to such allegations or notices.
- (t) The Corporate Records of Consolidated Copper and Green Rock are complete and accurate and all corporate proceedings and actions (including all meetings, passing of resolutions, transfers, elections and

appointments) are reflected in the Corporate Records and have been conducted or taken in compliance with all Applicable Laws and with the organizational and governance documents of Consolidated Copper and Green Rock in all material respects. All Corporate Records of Consolidated Copper and Green Rock have been delivered or made available to Western Metallica, and such constating documents are in full force and effect.

(u) All accounting and financial books and records of Consolidated Copper and Green Rock have been fully, properly and accurately kept and completed in all material respects. Such books and records and other data and information are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which will not be available in the Ordinary Course. Consolidated Copper and Green Rock maintain books and records and systems of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit the preparation of financial statements in conformity with IFRS, as applicable, and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any differences.

(v) No director or officer, former director or officer, shareholder, member, Affiliate or family member of any director or officer, former director or officer, or shareholder, or any other Person not dealing at arm's length with Consolidated Copper or Green Rock is engaged in any transaction or arrangement with or is a party to a Contract with, or has any indebtedness, liability or obligation to, Consolidated Copper or Green Rock or the business.

(w) Consolidated Copper and Green Rock are the absolute legal and beneficial owners of all of their material assets and all of the mining rights, concessions, and claims related to the Target Mineral Rights, or have the irrevocable right to attain such legal ownership through the exercise of the options pursuant to the Option Agreements, and no other property or assets are necessary for the conduct of their business as currently conducted; any and all of the agreements and other documents and instruments pursuant to which the Consolidated Copper and Green Rock hold their assets are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and all material leases, licenses and other agreements pursuant to which Consolidated Copper and Green Rock derives the interests thereof in such property are in good standing; the Sellers have no knowledge of any claim or the basis for any claim that might or could materially and adversely affect the right of it to use, transfer or otherwise exploit the respective assets of Consolidated Copper and Green Rock. To the knowledge of the Sellers, none of the properties (or any interest in, or right to earn an interest in, any property) of Consolidated Copper and Green Rock is subject to any right of first refusal or purchase or acquisition right, and, neither Consolidated Copper nor Green Rock have any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property and assets thereof, except in the case of the [REDACTED] Option Agreement and the [REDACTED] Option Agreement.

(x) To the best of each Sellers knowledge, the Target Mineral Rights do not lie within any protected area, rescued area, reserve, reservation, reserved area or special needs lands as designated by any governmental entity having jurisdiction that would materially impair the development of a mining project on such lands.

(y) To the best of each Sellers knowledge no material dispute between any non-governmental organization, community, community group, aboriginal peoples or aboriginal group exists or, to the knowledge of the Sellers, is threatened or imminent with respect to the Target Mineral Rights. Neither any

of the Sellers, Consolidated Copper or Green Rock has received any material correspondence from any non-governmental organization, community, community group, aboriginal peoples or aboriginal group in relation to the Target Mineral Rights or the activities of Consolidated Copper or Green Rock (“**Activities**”) on or in relation to the Target Mineral Rights and has not caused and is not causing any nuisance and the Sellers, Consolidated Copper and Green Rock has not received, before the date of this Agreement, any complaint about the effects of the Activities on the environment.

(z) To the knowledge of the Sellers, no archeological remains have been discovered and no damages to any archeological remains have been caused as a direct or indirect result of the activities undertaken by any prior title holder on the Target Mineral Rights.

(aa) The [REDACTED] Option Agreement and the [REDACTED] Option Agreement are all in full force and effect, enforceable in accordance with the terms thereof, and are unamended, and there are no outstanding defaults or violations (or events which would constitute a default or violation with the passage of time or giving of notice or both) or notices of termination or default under such agreements on the part of Consolidated Copper or Green Rock, or, to the knowledge of the Sellers, on the part of any other party to any such agreements.

(bb) None of the execution and delivery of this Agreement and the other documents and agreements contemplated herein, the performance by Consolidated Copper of its respective obligations hereunder and thereunder will result in a default or a breach under the [REDACTED] Option Agreement or the [REDACTED] Option Agreement, or expense or decrease in the rights of any party thereto or result in early termination thereof.

(cc) Current and complete copies of the [REDACTED] Option Agreement or the [REDACTED] Option Agreement have been delivered or made available to Western Metallica, and any and all details of the [REDACTED] Option Agreement or the [REDACTED] Option Agreement which are not in writing have been disclosed in full to Western Metallica. There are no current or pending negotiations with respect to the renewal, repudiation or amendment of the [REDACTED] Option Agreement or the [REDACTED] Option Agreement.

(dd) Neither Consolidated Copper nor Green Rock are a party, directly or indirectly, to any Claims, investigations, audits or proceedings, including appeals and applications for review (collectively, “Proceedings”) whatsoever, and there are no Proceedings pending or, to the knowledge of the Sellers, threatened (a) against Consolidated Copper or Green Rock, (b) affecting the Consolidated Copper Shares or the ownership thereof, (c) affecting the officers or directors of Consolidated Copper or Green Rock by virtue of their offices which involve claims against Consolidated Copper or Green Rock, (d) that otherwise relates to the business, any of its assets, use of the any leased real property or operation of the business following the Closing (whether or not Consolidated Copper or Green Rock is named as a party thereto), or (e) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated under this Agreement. To the knowledge of the Sellers, there is no basis for such Proceedings. There is not presently outstanding against Consolidated Copper or Green Rock any judgment, injunction or other order of any Governmental Authority. There is no Proceeding that Consolidated Copper or Green Rock currently intends to initiate.

(ee) Consolidated Copper has not filed with the appropriate Governmental Authority any Tax Returns.

(ff) There are no agreements, elections, waivers or other arrangements currently in effect providing for an extension of time for Consolidated Copper or Green Rock to file any Tax Return or pay any Taxes or for an extension of time for any Tax to be assessed against Consolidated Copper or Green Rock and Consolidated Copper and Green Rock is not a party to any Tax installment, voluntary correction, or amnesty or similar programs with respect to Taxes.

(gg) Through the Time of Closing, Consolidated Copper and Green Rock will have withheld from each payment made, or deemed to have been made, by it to any Person the amount of all Taxes and other deductions required to be withheld therefrom and will have paid the same to the proper Tax or other Governmental Authorities within the time required under any Applicable Laws.

(hh) Consolidated Copper and Green Rock is not currently and has not been since each Party's incorporation, a party to any audit, judicial or administrative proceeding, arbitration proceeding, or any other proceedings or procedures involving Taxes, and to the knowledge of the Sellers, no such Tax-related audit or proceeding is pending or threatened. Consolidated Copper and Green Rock does not hold or enjoy any Tax incentives, Tax benefits, or special Tax regimes related to Taxes that will be adversely effected by the transactions contemplated by this Agreement.

(ii) No claim has ever been made by an authority in a jurisdiction where Consolidated Copper and Green Rock does not file Tax Returns that Consolidated Copper or Green Rock, respectively, is or may be subject to taxation by that jurisdiction. There are no Encumbrances or liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of Consolidated Copper or Green Rock.

(jj) Consolidated Copper and Green Rock have fully complied with transfer pricing requirements with regard to any transaction or arrangement with related parties (as defined for Tax purposes). There are no circumstances that could cause any Governmental Authority to make any adjustment for Tax purposes, or require any such adjustment to be made, to the terms on which any transaction is taking place, and no such adjustment has been made or attempted in fact. Consolidated Copper and Green Rock have all relevant information available to demonstrate and defend its transfer pricing position, including (where applicable) a transfer pricing local file and a copy of the respective transfer pricing master file.

(kk) Consolidated Copper and Green Rock are not subject to liability for Taxes of any other Person. Consolidated Copper and Green Rock have not acquired property from any Person in circumstances where Consolidated Copper or Green Rock did or could become liable for any Taxes of such Person. The value of the consideration paid or received by Consolidated Copper and Green Rock, respectively, for the acquisition, sale, transfer or provision of property (including intangibles) or the provision of services (including financial transactions) from or to a Person with whom Consolidated Copper or Green Rock, respectively, was not dealing at arm's length (within the meaning of the Tax Act) was equal to the estimated fair market value of such property acquired, provided or sold or services purchased or provided. Consolidated Copper and Green Rock have not entered into any agreement with, or provided any undertaking to, any Person pursuant to which it has assumed liability for the payment of income Taxes owing by such Person.

(ll) To the best of the Sellers knowledge, all municipal, provincial, state, territorial, federal or other Taxes or levies of any kind whatsoever in respect of the ownership and use of any property previously owned, leased or operated by Consolidated Copper and Green Rock have been paid and satisfied in full.

(mm) Consolidated Copper and Green Rock has never had any employees, full or part time and has never hired or retained any agents or contractors.

(nn) Consolidated Copper and Green Rock does not own any real property or have any interest in real property other than its interest in the Target Mineral Rights.

(oo) To the best of each Sellers knowledge Consolidated Copper and Green Rock and their facilities are in compliance with all Environmental Laws and there has been no spill, discharge, leak, emission, ejection, escape, dumping, or any release or threatened release of any kind, of any toxic or hazardous substance or waste (as defined by any Environmental Law) from, on, in or under any property previously owned, leased or operated by Consolidated Copper and Green Rock or the [REDACTED] Project and [REDACTED]

Project into the environment, as a result of the former activities of Consolidated Copper or Green Rock, or otherwise.

(pp) To the best of each Sellers knowledge no toxic or hazardous substance or waste has been treated on or stored on any property previously owned, leased or operated by Consolidated Copper, Green Rock or on the [REDACTED] Project or [REDACTED] Project.

(qq) There are no pending or, to the knowledge of the Sellers, threatened claims arising under or pursuant to any Environmental Law, against Consolidated Copper or Green Rock or with respect to or affecting any asset owned by Consolidated Copper or Green Rock or the [REDACTED] Project or [REDACTED] Project.

(rr) Consolidated Copper and Green Rock has not assumed, undertaken, or otherwise become subject to any liability of any other person, or provided indemnity with respect to any Liability, in each case relating to Environmental Laws.

(ss) None of the Sellers, Consolidated Copper, Green Rock or their Affiliates, including without limitation, any of their respective officers, directors or employees has taken, committed to take or been alleged to have taken any action which would cause Consolidated Copper Green Rock or their Affiliates, to be in violation of the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any Applicable Laws of similar effect of any other jurisdiction, and to the knowledge of the Sellers, no such action has been taken by any of its Representatives or other persons acting on behalf of Consolidated Copper, Green Rock or any of their Affiliates.

(tt) Consolidated Copper and Green Rock do not own any Intellectual Property.

(uu) Consolidated Copper and Green Rock has complied in all material respects with all Privacy Requirements and CASL in carrying on its business. Consolidated Copper and Green Rock and its collection, use, processing, storage, handling, transmitting, disclosure and retention of the Personal Information by Consolidated Copper and Green Rock complies with all Privacy Requirements. There are no restrictions on the collection, use, processing, storage, handling, transmitting, disclosure and retention of the Personal Information by Consolidated Copper or Green Rock except as provided by Privacy Laws, and all uses of Personal Information by Consolidated Copper and Green Rock are and have been in compliance with and supported by consents from the Persons to which such Personal Information relates. Consolidated Copper and Green Rock have created and implemented policies and procedures for the collection, use, processing, storage, handling, transmitting, disclosure and retention of the Personal Information by the Consolidated Copper and Green Rock and such policies and procedures are consistent with applicable Privacy Requirements. No decision, judgment or order, whether statutory or otherwise, is pending or has been made, and no written notice has been received pursuant to any Privacy Requirements, requiring Consolidated Copper or Green Rock to take (or to refrain from taking) any action with respect to the Personal Information or any Privacy Requirements. Consolidated Copper and Green Rock has not experienced any actual, alleged or suspected security breach in respect of any of its information technology assets. The consummation of the transaction contemplated by this Agreement will not result in a breach or violation in any material respect of any Privacy Requirements. Neither Consolidated Copper nor Green Rock have received a notice of noncompliance with, a claim relating to a violation of, or experienced a breach of, any Privacy Requirement or CASL, whether actual, alleged or suspected.

(vv) Neither Consolidated Copper nor Green Rock have imposed upon any other Person, nor is Consolidated Copper or Green Rock subject to, any non-compete, exclusivity, rights of first refusal, first negotiation, most- or equally-favoured nation or other similar commitment.

(ww) None of the Sellers, Consolidated Copper or its Affiliates, including without limitation, any of its officers, directors or employees has engaged any finder, broker, agent or other person in a comparable

capacity in connection with the transactions contemplated by this Agreement. There are no contracts, agreements or understandings with the Sellers or Consolidated Copper that would give rise to a valid claim against Western Metallica for a commission, finder's fee or other like payment in connection with the transactions contemplated by this Agreement.

4. COVENANTS

4.1 Actions to Satisfy Covenants

(a) Western Metallica covenants to take all such actions as are within its power to control and will use commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 5.2 including ensuring that during the Interim Period and at Closing, there is no breach of any of its representations and warranties.

(b) The Sellers covenant to take all such actions as are within their power to control and will use commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 5.1, including ensuring that during the Interim Period and at Closing, there is no breach of any of its representations and warranties.

4.2 Access to Records and Claims During Interim Period

During the Interim Period, the Sellers covenants to give, or cause to be given, including without limitation, by Consolidated Copper, to Western Metallica and its Representatives reasonable access during normal business hours to all due diligence materials and assets of Green Rock and the Optionors (and to facilitate all verbal and written communications between Western Metallica and Green Rock and the Optionors) in order for Western Metallica to be able to ascertain and satisfy itself that the Target Companies Conditions have been satisfied.

4.3 Interim Period Covenants of Western Metallica

During the Interim Period, Western Metallica shall not take any action that if taken prior to the date hereof would have caused any representation and warranty of Western Metallica herein to be incorrect in any material respect.

4.4 Interim Period Covenants of the Sellers

During the Interim Period, the Sellers shall not take any action that if taken prior to the date hereof would have caused any representation and warranty of the Sellers herein to be incorrect in any material respect.

4.5 Required Regulatory Approvals

Promptly after the Execution Date, Western Metallica and the Sellers shall, to the extent applicable, use reasonable commercial efforts to take, or cause to be taken, all other actions necessary, proper or advisable in order for each to fulfil its respective obligations under this Agreement (including with respect to the Sellers to procure that the Target Conditions shall be satisfied). Each of the Parties shall use reasonable commercial efforts to avoid, oppose, or seek to have lifted or rescinded, any application for, or any resulting injunction or restraining or other order seeking to stop, or that otherwise adversely affects its ability to consummate the transactions contemplated by this Agreement.

4.6 Conduct of Business of Consolidated Copper

During the Interim Period, the Sellers covenants and agrees to procure that Consolidated Copper shall not acquire any assets, employees, consultants or agents, enter into any Contracts (save and except as hereinafter provided with respect to the Option Agreements), operations, become subject to any Liabilities or commence to carry on business and the only action that may be taken by Consolidated Copper (but with

the prior written approval of Western Metallica) is the facilitation of due diligence investigations of Western Metallica with respect to Green Rock, the Optionors and the Target Mineral Rights and each of the transactions contemplated by the Option Agreements. The Sellers shall procure that Consolidated Copper shall not amend or modify its charter documents; alter the terms and conditions of its shares or securities (including any share split or conversion or exchange of securities for other securities or property); or create, authorize or agree to issue or grant any equity securities or securities or convertible into or exchangeable or exercisable for equity securities.

5. CONDITIONS OF CLOSING

5.1 Conditions of Closing in Favour of Western Metallica

The completion of the transactions contemplated by this Agreement is subject to the following conditions for the exclusive benefit of Western Metallica, to be fulfilled or performed, unless otherwise stated, at or prior to Closing:

- (a) Western Metallica shall be satisfied, in its sole and absolute discretion, that the Target Conditions have been fulfilled and that there is no event of default or breach under either of the Option Agreements;
- (b) the representations and warranties of the Sellers set forth in Section 3.2 will be true and correct in all respects, without regard to any materiality or Consolidated Copper Material Adverse Effect qualifications contained in them, as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct in all respects would not, individually or in the aggregate, be material and adverse to the ability of the Consolidated Copper to consummate the transactions and carry out the obligations contemplated under this Agreement;
- (c) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Consolidated Copper at or before Closing will have been complied with or performed in all material respects, or if already so qualified, performed in all respects, and a certificate of a director or senior officer of Consolidated Copper dated the Closing Date to that effect will have been delivered to Western Metallica, such certificate to be in form and substance satisfactory to Western Metallica acting reasonably;
- (d) Consolidated Copper shall have tendered the Closing deliverables required to be delivered to Western Metallica pursuant to Section 6.4;
- (e) no Consolidated Copper Material Adverse Effect shall have occurred and a certificate of a director or senior officer of Consolidated Copper dated the Closing Date to that effect will have been delivered to Western Metallica, such certificate to be in form and substance satisfactory to Western Metallica acting reasonably;
- (f) Western Metallica shall have obtained the Conditional Approval; and
- (g) no preliminary or permanent injunction or other order, decree, or ruling issued by a Governmental Authority, and no statute, rule, regulation or executive order promulgated or enacted by a Governmental Authority, which restrains, enjoins, prohibits, or otherwise makes illegal the consummation by Western Metallica or Consolidated Copper of the transactions contemplated hereby shall be in effect.

Any condition contained in this Section 5.1 may be waived in whole or in part by Western Metallica without prejudice to any claim it may have for breach of covenant, representation or warranty.

5.2 Conditions of Closing in Favour of the Sellers

The completion of the transactions contemplated herein is subject to the following conditions for the exclusive benefit of the Sellers to be fulfilled or performed, unless otherwise stated, at or prior to Closing:

- (a) the representations and warranties of Western Metallica set forth in Section 3.1 will be true and correct in all respects, without regard to any materiality or Western Metallica Material Adverse Effect qualifications contained in them, as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct in all respects would not, individually or in the aggregate, have a Western Metallica Material Adverse Effect;
- (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Western Metallica at or before Closing will have been complied with or performed in all material respects, or if already so qualified, performed in all respects;
- (c) no Western Metallica Material Adverse Effect shall have occurred and a certificate of a director or senior officer of Western Metallica dated the Closing Date to that effect will have been delivered to the Sellers, such certificate to be in form and substance satisfactory to the Sellers, acting reasonably;
- (d) Western Metallica shall have tendered the Closing deliverables required to be delivered to the Sellers pursuant to Section 6.3;
- (e) Western Metallica shall have obtained the Conditional Approval; and
- (f) no preliminary or permanent injunction or other order, decree, or ruling issued by a Governmental Authority, and no statute, rule, regulation or executive order promulgated or enacted by a Governmental Authority, which restrains, enjoins, prohibits, or otherwise makes illegal the consummation by Western Metallica or the Sellers of the transactions contemplated hereby shall be in effect.

Any condition contained in this Section 5.2 may be waived in whole or in part by the Sellers without prejudice to any claim it may have for any breach of covenant, representation or warranty.

6. CLOSING ARRANGEMENTS

6.1 Closing Date and Place

Closing will occur on the Closing Date at 10:00 a.m. (Toronto time) at the Toronto offices of Irwin Lowy LLP or at such other place, time and date as the Parties may mutually agree. Notwithstanding the foregoing, in lieu of a physical closing, the Parties agree that the Closing may take place on the Closing Date on the exchange of solicitors' undertakings which will involve each Party's solicitor delivering to his or her counterpart all required documentation and payments, to be held in escrow and not released until all such documentation has been executed and delivered and all conditions have been satisfied and each Party's solicitor has authorized in writing that the escrow is to be terminated.

6.2 Preparation of Closing Documents and Delivery of Consideration Shares

- (a) Prior to the Closing Date, Consolidated Copper will prepare, or cause to be prepared, and deliver to Western Metallica the closing documents listed in Section 6.4, previously approved by Western Metallica, acting reasonably.

(b) Prior to the Closing Date, Western Metallica will prepare, or cause to be prepared, and deliver to the Sellers and to Consolidated Copper the closing documents listed in Section 6.3, previously approved by the Sellers, acting reasonably.

(c) On the Closing Date, Western Metallica will issue and deliver the Consideration Shares and the Consideration Warrants to the Sellers or the Entity Nominees, as applicable, in accordance with the written direction from Consolidated Copper received at least two Business Days prior to the Closing Date.

6.3 Western Metallica Closing Documents

Western Metallica will deliver or cause the following documents, duly executed by Western Metallica, to be delivered to Consolidated Copper at the Closing:

(a) a certified copy of the constating documents of Western Metallica and the resolutions of the board of directors of Western Metallica approving the entering into this Agreement and the completion of the transactions contemplated by this Agreement (with a duly appointed officer certifying that all such constating documents and resolutions are in full force and effect and, in respect of the resolutions, are all the resolutions adopted in connection with the transactions contemplated under this Agreement);

(b) a certificate of incumbency with respect to Western Metallica;

(c) a certificate of good standing with respect to Western Metallica dated no more than one Business Day prior to the Closing Date;

(d) a copy of the letter from the TSXV evidencing the Conditional Approval;

(e) share certificates or direct registration system advices representing the Consideration Shares duly registered in accordance with the terms of this Agreement;

(f) warrant certificates representing the Consideration Warrants duly registered in accordance with the terms of this Agreement;

(g) a receipt for the Consolidated Copper Shares; and

(h) all necessary deeds, conveyances, transfers and assignments and any other instruments necessary or reasonably required to give full force and effect to the transactions contemplated by the provisions of this Agreement.

6.4 Consolidated Copper Closing Documents

Consolidated Copper will deliver or cause the following documents, duly executed by Consolidated Copper to be delivered to Western Metallica at the Closing:

(a) a certified copy of the constating documents of each of Consolidated Copper and Green Rock;

(b) a certified copy of the constating documents of Consolidated Copper and resolutions of the board of directors of Consolidated Copper approving the entering into this Agreement and the completion of the transactions contemplated by this Agreement including without limitation the transfer of the Consolidated Copper Shares to Western Metallica (with a duly appointed officer certifying that all such constating documents and resolutions are in full force and effect and, in respect of the resolutions, are all the resolutions adopted in connection with the transactions contemplated under this Agreement);

(c) a certificate of incumbency with respect to Consolidated Copper and Green Rock;

(d) the certificates contemplated by Sections 5.1(b), 5.1(c) and 5.1(e);

- (e) a certificate of good standing with respect to Consolidated Copper and Green Rock dated no more than one Business Day prior to the Closing Date;
- (f) share transfers duly executed endorsed in blank for all of the Consolidated Copper Shares together with the original share certificates therefor;
- (g) resignations and mutual releases of all of the directors and officers of Consolidated Copper;
- (h) resignations and mutual release of all of the directors and officers of Green Rock;
- (i) the minute books and share transfer books of Consolidated Copper and Green Rock;
- (j) the Books and Records of Consolidated Copper and Green Rock;
- (k) a list of the Liabilities of Consolidated Copper and Green Rock as at the Time of Closing (which Liabilities must not include amounts due and owing to related parties or affiliates of the Sellers or the Entity Nominees and which must be acceptable to Western Metallica, acting reasonably); and
- (l) all necessary deeds, conveyances, transfers and assignments and any other instruments necessary or reasonably required to acquire legal and beneficial title to the Consolidated Copper Shares and all other documents required to be delivered by the Sellers on the Closing Date pursuant to the provisions of this Agreement.

6.5 Concurrent Requirements

All of the matters of payment and delivery of documents by each Party to the other will be deemed to be concurrent requirements so that nothing is complete until everything has been paid, delivered and registered.

7. LIMITATIONS ON LIABILITY

7.1 Time Limitation

- (a) All representations and warranties of Western Metallica contained in Section 3.1 shall survive for a period of two years following the Closing Date.
- (b) Other than the representations and warranties of the Sellers contained in Sections 3.2(a), 3.2(b), 3.2(c), 3.2(d), 3.2(e) and 3.2(h) (the “**Fundamental Representations and Warranties**”) which shall survive indefinitely, all representations and warranties of the Sellers contained in Section 3.2 shall survive for a period of two years following the Closing Date; other than all representations and warranties related to Taxes which shall survive until the date that is 90 calendar days from the last date on which an assessment or reassessment for Taxes under the Income Tax Act or under any other Law imposing Taxes can be made against Consolidated Copper or Green Rock.
- (c) The survival periods set forth in this Section 7.1 are collectively referred to as the “**Survival Periods**”.
- (d) After the termination of an applicable Survival Period, the applicable Parties will not have any further liability hereunder with respect to the applicable representations and warranties which are covered thereby except in respect of any claim made in writing with respect to any inaccuracy or deficiency in or breach of any such representation and warranty made prior to the expiration of the period noted above as set out in Article 9.
- (e) For certainty, the Survival Periods shall not apply to a claim in respect of any breach or non-fulfilment of any covenant, condition or obligation.

(f) The maximum aggregate liability of each of the Sellers for any and all Claims pursuant to a breach of the representations and warranties of the Sellers in Section 3.2 will be limited to the value of the Consideration Shares and Consideration Warrants received by such Seller in connection with the completion of the transaction contemplated by this Agreement.

8. TERMINATION

8.1 Termination

This Agreement may be terminated on or prior to the Time of Closing:

- (a) by the mutual written agreement of the Parties;
- (b) by Western Metallica and upon written notice to the Sellers if the conditions in Section 5.1 are not satisfied (or waived by Western Metallica) on or prior to the Outside Date, provided that the right of Western Metallica to terminate this Agreement pursuant to this Section 8.1(b) shall not be available to Western Metallica if Western Metallica's failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to have occurred on or before such date;
- (c) by the Sellers upon written notice to Western Metallica if the conditions in Section 5.2 are not satisfied (or waived by the Sellers) on or prior to the Outside Date, provided that the right of the Sellers to terminate this Agreement pursuant to this Section 8.1(c) shall not be available to the Sellers if its failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to have occurred on or before such date;
- (d) by either Western Metallica or the Sellers if a Governmental Authority has issued or enacted any Applicable Law or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the consummation of the transactions contemplated by this Agreement; or
- (e) by Western Metallica if Western Metallica is of the opinion, in its sole and absolute discretion, that any of the Target Conditions has not been fulfilled or is not likely to be fulfilled or if there shall be a default or breach under either of the Option Agreements.

8.2 Effect of Termination

In the event of the termination of this Agreement pursuant to Section 8.1, this Agreement (other than this Section 8.2 and Article 7, Article 9, Article 10, Article 11 and Article 12, each of which shall survive such termination) will forthwith become void, there will be no liability on the part of any Party or any of their respective officers or directors to the other Parties and all rights and obligations of each Party will cease, except that nothing herein will relieve any Party from liability for any breach, prior to termination of this Agreement in accordance with its terms, of any representation, warranty or covenant contained in this Agreement.

8.3 Expenses

Except where otherwise agreed in writing, each Party will bear its own costs and expenses of this Agreement and the transactions herein referenced (including finder's or broker's fees and commissions) regardless of whether this Agreement and such transactions close.

9. RELATIONSHIP AND OTHER RIGHTS

9.1 Relationship of Parties

Save and except as otherwise specifically provided herein, the rights, privileges, duties, obligations and Liabilities, as between the Parties shall be separate and not joint or collective and nothing herein contained unless expressly provided to the contrary, shall be construed as creating a partnership, an association, agency or a trust of any kind or as imposing upon any of the Parties any partnership duty, obligation or liability.

9.2 Other Opportunities

Each of the Parties shall have the free and unrestricted right independently to engage in and receive the full benefits of any and all business endeavours of any sort whatsoever whether or not competitive with the endeavours contemplated herein without consulting the other Parties or inviting or allowing the other Parties to participate therein. None of the Parties shall be under any fiduciary or other duty to the other Parties which shall prevent them from engaging in or enjoying the benefits of competing endeavours within the general scope of endeavours contemplated by this Agreement. The legal doctrine of “**corporate opportunity**” sometimes applied to persons engaged in a joint venture or having fiduciary status shall not apply in the case of the Parties.

9.3 Tax Matters”

Western Metallica shall prepare or cause to be prepared and file or cause to be filed all Pre-Closing Tax Returns and Straddle Period Tax Returns for Consolidated Copper that are first required to be filed after the Closing Date.

10. CONFIDENTIALITY

10.1 Confidentiality

All Confidential Information (whether Business Information or Party Information) received or generated by a Party as a result of or in connection with this Agreement, shall be confidential, shall be treated as confidential and shall not be disclosed to any other Person without the prior written consent of the Sellers (for disclosures by Western Metallica), or Western Metallica (for disclosures by the Sellers) unless required by Law or by a Governmental Authority having jurisdiction.

10.2 Permitted Disclosures

(a) The consent required by Section 10.1 shall not apply to a disclosure: (i) by a Party to its directors or officers, or the directors, officers, partners or employees of any financial, accounting, legal and professional advisors of such Party and its Affiliates, as well as to a Representative that has a *bona fide* need to be informed and who is bound by the same confidentiality provisions set out in this Article 10; (ii) by a Party to a person providing debt or equity financing or funding to the Party; (iii) by a Party to any Person that is proposing to acquire control of the Party by way of a take-over bid, the sale by the Party of all or substantially all of its assets or business, or the acquisition, amalgamation, arrangement, merger, or combination of the Party with or into any other Person; or (iv) by a Party for the purpose of any judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement, provided that in the case of disclosure of Confidential Information contemplated under subsections (ii) and (iii), prior to receiving any such Confidential Information, the recipient enters into a confidentiality agreement with the disclosing Party pursuant to which the recipient provides a confidentiality undertaking to maintain the confidentiality of the Confidential Information in a manner consistent with this Agreement.

(b) Only such Confidential Information as any recipient Person shall have a legitimate business need to know shall be disclosed. In no event shall any Party Information of the non-disclosing Parties be disclosed to any Person.

(c) The provisions of this Article 11 shall continue to apply to each Party notwithstanding any termination of this Agreement. No Party shall be liable to the disclosing Party or any other Person in respect of any interpretations, opinions, findings, conclusions or other factual or non-factual information included by the disclosing Party in any report or other document provided to another Person, whether included by negligence or otherwise. Each disclosing Party shall indemnify and save harmless the other Parties from and against all Legal Claims and Liabilities actually incurred by the other Parties in respect of the release by the disclosing Party of such information to third Persons, irrespective of whether such release was consented to by such other Parties.

10.3 Disclosure Required by Law or Governmental Authority

Prior to any disclosure of Confidential Information under Section 10.1 required by Applicable Law or by a Governmental Authority having jurisdiction, the disclosing Party shall, to the extent permitted by Applicable Law, give the other Parties least five Business Days prior written notice (unless less time is permitted by such Applicable Laws or Governmental Authority) of the content and timing of such disclosure and, shall not make such disclosure without the consent of the other Party, which consent shall not be unreasonably delayed, withheld, or conditioned. The disclosing Party shall disclose only that portion of Confidential Information required to be disclosed and shall take all reasonable steps to preserve the confidentiality thereof, including without limitation, obtaining protective orders and supporting the other Parties in intervention in any proceeding. Notwithstanding anything else in this Section 10.3, the Sellers acknowledges and agrees that if Western Metallica is required to file this Agreement on SEDAR under Applicable Laws, Western Metallica may file a redacted form of such agreement subject to such reasonable redactions as the Sellers may request, provided that such redactions are permitted under Applicable Laws. Any provision of this Agreement that has been so redacted shall continue to constitute Confidential Information for purposes of this Agreement and this Section 10.3; provided, however, that if any securities regulatory authority subsequently requires Western Metallica to disclose any such redacted information or such redacted information shall otherwise become publicly available pursuant to Applicable Laws, (i) such redacted information shall cease to be Confidential Information upon such disclosure, and (ii) neither Western Metallica its Affiliates shall be in breach or violation of this Agreement with respect thereto. Western Metallica agrees that prior to filing any version of this Agreement with any securities regulatory authority, it shall provide the Sellers with a reasonable opportunity to review and comment on all documents to be submitted in connection with such filing and shall consider in good faith the comments, if any, provided by the Sellers in respect of such documents, provided that any decision regarding redactions will ultimately be determined by Western Metallica acting reasonably.

10.4 Return of Party Information

Each Party agrees that upon written request by any other Party it will:

(a) promptly, and in any event within 10 Business Days of receipt of such request, return all Party Information that it or its Representatives may have in their possession or control belonging to the requesting Party and all copies thereof, to the requesting Party and require each of its Representatives to do likewise; and

(b) certify in writing that it and its Representatives have permanently returned, and deleted all electronic versions of, any Party Information of the requesting Party, and all copies thereof that it or its Representatives may have or had in their possession or control.

11. NOTICE - GENERAL

11.1 Notices

All notices, requests, demands or other communications which by the terms hereof are permitted or required to be given by any Party to the other Parties shall be given in writing by personal delivery or by email, addressed to such other Parties or delivered to such other Parties as follows:

To: Western Metallica at:

Western Metallica Resources Corp.
93 Ridley Blvd
Toronto, ON M5M 3L6

Attention: Gregory Duras
Email: [REDACTED]

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

Miller Thomson LLP
40 King St W Suite 5800,
Toronto, ON M5H 4A9

Attention: Mack Hosseinian
Email: mhosseinian@millerthomson.com

or the Sellers or Consolidated Copper at:

[REDACTED]

Attention: Chris Irwin
Email: [REDACTED]

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

Irwin Lowy LLP
217 Queen Street West, Suite 401
Toronto, ON M5V 0R2

Attention: Chris Irwin
Email: cirwin@irwinlowy.com

or at such other addresses and to such other Person that may be given by any of them to the others in writing from time to time on two days' prior written notice and such notices, requests, demands or other communications shall be deemed to have been received when delivered.

12. GENERAL

12.1 Severability

Any provision of this Agreement which is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable herefrom.

12.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in such province.

12.3 Further Assurances

The Parties shall sign such further and other documents and do such further acts or things as may be necessary or desirable in order to give full force and effect to this Agreement and every part hereof.

12.4 Amendment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties.

12.5 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. The execution of this Agreement has not been induced by nor do the Parties rely upon or regard as material, any covenants, representations or warranties whatsoever not incorporated herein and made a part hereof.

12.6 Enurement/Successors and Assigns

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

12.7 Waiver

A waiver of any breach of a provision of this Agreement shall not be binding upon a Party unless the waiver is in writing and signed by the Party providing the waiver, and such waiver shall not affect such Party's rights in respect of any subsequent or other breach.

13.8 Counterparts

This Agreement may be executed in several counterparts and by electronic transmission, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the Parties have executed these presents as of the date and year first above written.

**WESTERN METALLICA
RESOURCES CORP.**

Signed (Greg Duras)

Name: Greg Duras
Title: Chief Financial Officer
I have authority to bind the company

CONSOLIDATED COPPER CORP.

Signed (Chris Irwin)

Name: Chris Irwin
Title: President
I have authority to bind the company

[REDACTED]

Signed

Name: [REDACTED]
Title: [REDACTED]
I have authority to bind the company

[REDACTED]

Signed

Name: [REDACTED]
Title: [REDACTED]
I have authority to bind the company

[REDACTED]

Signed

Name: [REDACTED]

Title: [REDACTED]

I have authority to bind the company

[REDACTED]

Signed

Name: [REDACTED]

Title: [REDACTED]

I have authority to bind the company

[REDACTED]

Signed

Name: [REDACTED]

Title: [REDACTED]

I have authority to bind the company

[REDACTED]

Signed

Name: [REDACTED]

Title: [REDACTED]

I have authority to bind the company

[REDACTED]

Signed

Name: [REDACTED]

Title: [REDACTED]

I have authority to bind the company

[REDACTED]

Signed

Name: [REDACTED]

Title: [REDACTED]

I have authority to bind the company

[REDACTED]

Signed

Name: [REDACTED]

Title: [REDACTED]

I have authority to bind the company

[REDACTED]

Name: [REDACTED]

Title: [REDACTED]

I have authority to bind the company

SIGNED, SEALED & DELIVERED
In the presence of:

Witness



Signed

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

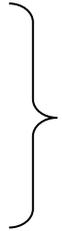


Signed

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

Witness



Signed

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

Witness



Signed

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

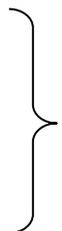
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Signed

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:



Signed

Witness

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

}
} *Signed*

Witness

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

}
} *Signed*

Witness

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

}
} *Signed*

Witness

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

}
} *Signed*

Witness

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

}
} *Signed*

Witness

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

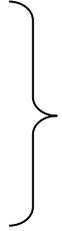


Signed

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

Witness



Signed

[REDACTED]

SIGNED, SEALED & DELIVERED
In the presence of:

Witness



Signed

[REDACTED]