Execution Copy

SHARE PURCHASE AGREEMENT

Among

WEALTH COPPER LTD.

And

WEALTH MINERALS LTD.

And

ESCALONES RESOURCE CORP.

And

TRIMETALS MINING INC.

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SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made as of the 31st day of May, 2019,

AMONG:

WEALTH COPPER LTD., a corporation existing under the laws of the Province of British Columbia, Canada, having an office at 1177 West Hastings Street, Suite 2300, Vancouver, British Columbia, V6E 2K3

(hereinafter referred to as the "**Purchaser**")

OF THE FIRST PART

AND:

WEALTH MINERALS LTD., a corporation existing under the laws of the Province of British Columbia, Canada, having an office at 1177 West Hastings Street, Suite 2300, Vancouver, British Columbia, V6E 2K3

(hereinafter referred to as the "**Purchaser Parent**")

OF THE SECOND PART

AND:

ESCALONES RESOURCE CORP., a corporation existing under the federal laws of Canada, having an office at 580 Hornby Street, Suite 880, Vancouver, British Columbia, V6C 3B6

(hereinafter referred to as the "**Vendor**")

OF THE THIRD PART

AND:

TRIMETALS MINING INC., a corporation existing under the laws of the Province of British Columbia, Canada, having an office at 580 Hornby Street, Suite 880, Vancouver, British Columbia, V6C 3B6

(hereinafter referred to as the "**Vendor Parent**")

OF THE FOURTH PART

WHEREAS:

A. The Vendor is a wholly-owned subsidiary of the Vendor Parent, which is a reporting issuer in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario and Nova Scotia with its common shares and Class B shares listed for trading on the Toronto Stock Exchange;

B. The Vendor is the sole shareholder and the legal and beneficial owner of all of the issued and outstanding shares in the capital of each of SASC Metallurgy Corp. ("**SMC**"), a private corporation existing under the federal laws of Canada, and Escalones Copper Corp. ("**ECC**"), a private corporation existing under the federal laws of Canada;

C. SMC and ECC hold all of the issued and outstanding shares of TriMetals Mining Chile SCM, a contractual mining corporation existing under the laws of Chile;

D. TriMetals Mining Chile SCM is the legal and beneficial owner of a 100% interest in and to certain mineral exploitation and exploration concessions comprising the Escalones copper-gold porphyry project (the "**Escalones Property**") located in the Santiago Metropolitan Region, 97 km southeast of Santiago in Central Chile, 9 km west of the Argentinian border, as more particularly described in Schedule "A" hereto;

E. The Purchaser is a wholly-owned subsidiary of the Purchaser Parent, which is a reporting issuer in the Provinces of British Columbia and Alberta, and whose common shares are listed for trading on the TSX Venture Exchange; and

F. The Vendor wishes to sell to the Purchaser, and the Purchaser wishes to purchase from Vendor, 100% of the right, title and interest of the Vendor in and to the Escalones Property, by means of acquiring from the Vendor all of the issued and outstanding shares of each of SMC and ECC (the "**Escalones Transaction**"), on the terms and subject to the conditions herein set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained (the receipt and sufficiency of which are hereby acknowledged) and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "**Acquisition Proposal**" means, with respect to each of the Vendor and the Vendor Parent and for certainty excluding the transactions contemplated by this Agreement, any inquiry or the making of any proposal or offer to such party or its shareholders from any person or combination of persons which constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions):

  (i) an acquisition from the Vendor or the Vendor Parent of 20% or more of the voting securities of the Vendor or the Vendor Subsidiaries;

  (ii) any acquisition of any Assets of the Vendor or the Vendor Subsidiaries where such Assets represent more than 20% of the fair market value (on a consolidated basis) ascribed to such party or contribute more than 20% of the revenues (on a consolidated basis) of such party (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale);

  (iii) an amalgamation, arrangement, merger, or consolidation involving the Vendor or the Vendor Subsidiaries;

  (iv) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization or similar transaction involving the Vendor or the Vendor Subsidiaries; or

  (v) any other transaction (which, for greater certainty, shall not include a transaction solely involving the Vendor Parent or the issuance of or agreement to issue any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities of the Vendor or the Vendor Subsidiaries), the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement or which would or could reasonably be expected to materially reduce the benefits to the Purchaser under this Agreement;

(b) "**Action**" means any claim, action, cause of action, suit, audit, proceeding or investigation, whether at law or in equity, and whether or not before any court, administrative law judge, arbitrator, mediator or other tribunal or Governmental Authority or any political subdivision thereof;

(c) "**affiliate**" means a person which directly or indirectly controls, or is controlled by or is under common control with, a party. The term "**control**" as used herein means the rights to the exercise of, directly or indirectly, at least 50% of the voting rights attributable to the shares of the controlled person;

(d) "**Agreement**"" means this share purchase agreement and all attached schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with its provisions;

(e) "**Aguila NSR**" means the 2% net smelter returns royalty granted in favour of TMI Chile in respect certain mineral properties located in Chile sold South American Silver Chile SCM, a predecessor of TMI Chile to Sociedad Minera El Aguila SpA;

(f) "**Applicable Law**" or "**Law**" means, with respect to any person (i) any domestic, foreign, federal, provincial, state or local law, rule or regulation, including any statute, subordinate legislation, treaty or common law, and (ii) any rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority, in each case, that is binding upon or applicable to such person.

(g) "**Assets**" means, in respect of a person, all of the right, title and interest in and to property and assets, real and personal, moveable and immoveable, of whatsoever nature and kind and wheresoever situate of such person, including, in respect of the Vendor and the Vendor Subsidiaries, the Escalones Property, and in respect of the Purchaser and Wealth Chile, the Cristal Property, and all associated licences, claims, leases, permits, lease agreements, royalties, mill sites, tunnel sites, data, maps, information, technical reports, drill core, samples and assays together with exploration tools, equipment, cash, cash receivables, financial instruments, supplies and options or other contractual rights to acquire real property or interests in the foregoing;

(h) "**Boezio Option Agreement**" means the option agreement dated February 26, 2004, made between Compania Minera Productora, a predecessor of TMI Chile, and Juan Luis Boezio Sepúlveda, as amended on December 27, 2005, June 21, 2007, June 24, 2009, June 27, 2013, June 18, 2015, December 15, 2015 and June 23, 2017;

(i) "**Boezio Royalty**" has the meaning ascribed thereto in Section 4.1(aaa)(iii);

(j) "**Books and Records**" means all books and records owned by or in the possession or control of the Vendor pertaining to the Vendor Subsidiaries and their respective Businesses;

(k) "**Burns**" means Patrick James Burns, a geologist, residing in Salta, Argentina;

(l) "**Burns Royalty**" has the meaning ascribed thereto in Section 5.1(gg)(iii);

(m) "**Business**" means, in respect of a person, the business presently and heretofore carried on by such person as a going-concern and the intangible goodwill associated therewith and any and all interests of whatsoever kind and nature related thereto;

(n) "**Business Day**" means a day other than a Saturday, Sunday or a day when the principal commercial banks in Vancouver, British Columbia or Santiago, Chile are not generally open for business;

(o) "**Canadian GAAP**" means generally accepted accounting principles as set forth in the *CPA Canada Handbook - Accounting* for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis, or in the event that the matter is not covered in the *CPA Canada Handbook - Accounting*, principles having general acceptance among accounting professionals at the particular time;

(p) "**Cash Consideration**" means the aggregate amount of $1,000,000 payable in cash by the Purchaser to the Vendor as set out in Section 2.2;

(q) "**Cash Reimbursement**" has the meaning ascribed thereto in Section 2.2(b)(ii);

(r) "**Certificate**" means a written certificate of a matter or matters of fact which, if required from a person other than an individual, shall be made by a duly authorized officer of such person;

(s) "**Closing**" means the closing of the transfer by the Vendor to the Purchaser of the Purchased Shares and the issuance by the Purchaser to the Vendor of the Consideration Shares;

(t) "**Closing Date**" means five (5) Business Days following the satisfaction of all of the conditions precedent for Closing set out in this Agreement, but in any event no later than the Outside Date, or such other Business Day as the Parties agree in writing as the date that the Closing shall take place;

(u) "**Closing Time**" means 10:00 a.m. (Vancouver time) on the Closing Date, unless otherwise agreed by the parties;

(v) "**Concurrent Financing**" has the meaning ascribed thereto in Section 3.2;

(w) "**Condor Royalty**" has the meaning ascribed therein in Section 5.1(gg)(iii);

(x) "**Consideration Shares**" has the meaning ascribed thereto in Section 2.2(a)(i);

(y) "**Cristal Assignment Agreement**" means the assignment of unilateral option agreement to purchase mining claims to be entered into between ENRG Chile and Wealth Chile prior to the Closing Time, pursuant to which ENRG Chile shall assign all of its right, title and interest into the Cristal Option Agreement to Wealth Chile on the terms and subject to conditions set out therein;

(z) "**Cristal Option Agreement**" means a unilateral option agreement dated August 4, 2017 made between Burns and Artemis Mining SpA, pursuant to which the Cristal Option was granted to Artemis Mining SpA;

(aa) "**Cristal Option**" means the option to acquire a 100% interest in the Cristal Property granted under the Cristal Option Agreement, subject to the Condor Royalty and the Burns Royalty;

(bb) "**Cristal Property**" means the three (3) mineral exploitation concessions (Cristal 1, 1 to 30, Cristal 3, 1 to 30 and Cristal 15 1 to 30) that comprise the Cristal copper porphyry project located in northern Chile, near the Bolivia/Chile border, as more particularly described in Schedule "B" hereto;

(cc) "**Deposit**" means a deposit in the amount of $150,000 paid by the Purchaser Parent to the Vendor Parent on or about December 6, 2018;

(dd) "**ECC**" has the meaning ascribed thereto in Recital B hereto;

(ee) "**ECC Shares**" means all of the issued and outstanding shares in the capital of ECC;

(ff) "**Encumbrances**" means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, title retention agreement, option, royalty or encumbrance or right of third party of any nature or kind whatsoever, whether registered or unregistered, contingent or otherwise, and whether arising by agreement, statute or otherwise;

(gg) "**ENRG**" means New Energy Metals Corp., a corporation existing under the laws of the Province of British Columbia;

(hh) "**ENRG Chile**" means New Energy Metals SpA, a corporation existing under the laws of Chile;

(ii) "**ENRG Royalty**" has the meaning ascribed therein in Section 5.1(gg)(iii);

(jj) "**Environmental Laws**" means any Applicable Law imposing liability or standards of conduct for or relating to Environmental Matters and the regulation of activities in connection with or for the protection of Environmental Matters, including Applicable Laws of Chile relating to Environmental Matters;

(kk) "**Environmental Liabilities**" means any and all Losses and Liabilities of any kind or of any nature whatsoever arising out of, based on or resulting directly or indirectly from Environmental Matters which could:

(i) give rise to any criminal, civil or statutory liability under applicable Environmental Laws; or

(ii) require the incurrence of any Liabilities for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, containment costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, toxic torts, penalties or fines;

(ll) "**Environmental Matters**" means:

(i) the manufacturing, processing, treatment, keeping, handling, use (including as a building material), possession, supply, receipt, sale, purchase, import, export or transportation of Hazardous Substances;

(ii) the disposal, release, spillage, deposit, escape, discharge, leak, emission or presence of Hazardous Substances;

(iii) the creation of any noise, vibration, radiation, common law or statutory nuisance, or adverse impact on the environment; and

(iv) the protection and maintenance of human health and safety, the environment or natural resources;

(mm) "**Equity Securities**" means all shares and all other securities of a body corporate of any kind or class which confer on the holders thereof one or more of the following rights:

(i) to vote for the election of directors either under all circumstances or in certain circumstances whether or not such circumstances exist or have occurred; or

(ii) to receive the remaining property of the body corporate upon dissolution; or

(iii) to receive any dividend or similar distribution from the body corporate;

and includes (i) any securities of a body corporate which are convertible into, exchangeable for or that carry a right to purchase one or more such shares or other securities of such body corporate; and (ii) any options, rights, warrants or subscription privileges issued or granted by a body corporate (whether or not currently exercisable or exercisable on conditions) to acquire one or more of such shares or other securities or such convertible securities of such body corporate;

(nn) "**Escalones Exploitation Concessions**" means 19 exploitation concessions that cover 4,689 hectares that are the subject of Boezio Option Agreement as described in Schedule "A" hereto, which together with the Escalones Exploration Concessions comprise the Escalones Property;

(oo) "**Escalones Exploitation Concessions Option**" means the option to acquire a 100% interest in the Escalones Exploitation Concessions granted under the Boezio Option Agreement, subject to Boezio Royalty;

(pp) "**Escalones Exploration Concessions**" means 40 exploration concessions that cover 11,500 hectares staked by TMI Chile as described in Schedule "A" hereto, which together with the Escalones Exploitation Concessions comprise the Escalones Property;

(qq) "**Escalones Mining Rights**" means, collectively, the Escalones Exploitation Concessions and the Escalones Exploration Concessions;

(rr) "**Escalones Property**" has the meaning ascribed thereto in Recital D hereto;

(ss) "**Escalones Royalty**" has the meaning ascribed thereto in Section 2.4;

(tt) "**Escalones Royalty Agreement**" has the meaning ascribed thereto in Section 2.4;

(uu) "**Escalones Transaction**" has the meaning ascribed thereto in Recital F hereto;

(vv) "**Funder**" means the Purchaser Parent's funder retained under a third funding agreement dated March 23, 2013 in respect of funding for the Purchaser Parent in respect of the UNCITRAL arbitration with the Bolivian government;

(ww) "**Going-Public LOI**" has the meaning ascribed thereto in Section 3.1(a);

(xx) "**Going-Public Transaction**" has the meaning ascribed thereto in Section 3.1(b);

(yy) "**Governmental Authority**" means any Canadian, foreign or multinational (including Chilean):

(i) federal, provincial, state, regional, municipal, local or other government, governmental authority or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign;

(ii) subdivision, agent, commission, board or authority of any of the foregoing; or

(iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing including any stock exchange or securities commission, having jurisdiction;

(zz) "**Governmental Charges**" means all fees, levies, assessments, re-assessments, duties, rates, imposts or other governmental charges and interest, penalties or additions associated therewith imposed by a Governmental Authority;

(aaa) "**Hazardous Substances**" means any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, special waste, hazardous waste, hazardous material or hazardous substance as defined in or pursuant to any Environmental Laws or other Law, judgment, decree, order, injunction, rule, statute or regulation of any Governmental Authority;

(bbb) "**Liabilities**" means any and all obligations, debts, duties, judgements and other liabilities howsoever characterized whether known or unknown, accrued or unaccrued, actual or contingent or otherwise any and all Actions seeking to impose any obligations, debts, duties or judgments, and includes any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, known or unknown, fixed or unfixed, choate or inchoate, liquidated, unliquidated, secured or unsecured;

(ccc) "**ListingCo**" has the meaning ascribed thereto in Section 3.1(a);

(ddd) "**Losses**" means any and all reasonable costs and expenses (including, without limitation, legal fees, expert witness fees, court costs, penalties and fines) actually incurred by a party, and including, without limitation, costs and expenses actually incurred by a party with respect to Liabilities;

(eee) "**Material Agreement**" means, in respect of a person, any contract, agreement (whether written or oral) commitment, indenture, or other instrument to which such person is bound and which is material to the Business of such person, and which involves a price, consideration or revenue stream of more than $50,000 in the aggregate, including those entered into in the ordinary course of business, or which could materially affect the Assets, or Business or financial condition of such person. For greater certainty, all contracts, permits, concessions and leases in respect of real property or the grant of mineral or exploration rights constitute Material Agreements;

(fff) "**Outside Date**" means June 30, 2019, or such later date as may be agreed by the parties;

(ggg) "**parties**" means, collectively, the Purchaser, the Purchaser Parent, the Vendor and the Vendor Parent, and "**party**" means any one of them;

(hhh) "**Permitted Encumbrances**" means:

(i) inchoate or statutory liens for taxes not at the time overdue and inchoate or statutory liens for overdue taxes, the validity of which is being contested in good faith, but only for so long as such contestation effectively postpones enforcement of any such liens or taxes;

(ii) statutory liens incurred or deposits made in the ordinary course in connection with workers compensation, unemployment insurance and similar or equivalent legislation, but only to the extent that each such statutory lien or deposit relates to amounts not yet due;

(iii) liens and privileges arising out of judgements with respect to which a person intends to prosecute an appeal or proceedings for review but only for so long as there is a stay of execution pending the determination of such appeal or proceedings for review;

(iv) security given to a public utility or any Governmental Authority when required in the ordinary course of business of a person;

(v) undetermined or inchoate construction or repair or storage liens arising in the ordinary course, a claim for which has not been filed or registered pursuant to Law or which notice in writing has not been given;

(vi) minor title defects or irregularities or servitudes, easements, restrictions, encroachments, covenants, rights of way and other similar rights or restrictions in real property or mineral property in respect of the Escalones Property, the Escalones Mining Rights or the Cristal Property, or any interest therein, whether registered or unregistered, as applicable;

(vii) easements and any registered restrictions or covenants that run with the land provided they have been complied with;

(viii) rights of way for, or reservations or rights of others relating to, sewers, water lines, gas lines, pipelines, electric lines, telephone and cable lines and other similar products or services; and

(ix) zoning by-laws, ordinances or other restrictions as to the use of real property and agreements with other persons registered against title to the properties of a person,

which in all cases do not materially impair the Assets subject thereto;

(iii) "**person**" includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative thereof;

(jjj) "**Purchase Price**" means the amount described in Section 2.2;

(kkk) "**Purchased Shares**" means, collectively, the ECC Shares and the SMC Shares;

(lll) "**Purchaser**" means Wealth Copper Ltd., a corporation existing under the laws of the Province of British Columbia;

(mmm) "**Purchaser Parent**" means Wealth Minerals Ltd., a corporation existing under the laws of the Province of British Columbia;

(nnn) "**Purchaser Share**" means a common share without par value in the authorized share capital of the Purchaser;

(ooo) "**Representatives**" means, in respect of any member of the Wealth Group or the TMI Group, as the case may be, such party's officers, directors, employees, advisors (including legal and financial advisors), representatives and agents;

(ppp) "**Resulting Issuer**" has the meaning ascribed thereto in Section 3.1(a);

(qqq) "**Resulting Issuer Share**" has the meaning ascribed thereto in Section 3.1(b);

(rrr) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval, as maintained by the Canadian Securities Administrators or any successor entity;

(sss) "**Securities Laws**" means in respect of a person, the *Securities Act* of each of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario and Nova Scotia, as applicable, and the rules, regulations and policies published and/or promulgated thereunder, together with applicable published policy statements, instruments, notices and orders and including the rules of the TSX and TSXV, as applicable, that apply to such person or persons or its or their business, undertaking, property or securities;

(ttt) "**SLM Los Escalones**" has the meaning ascribed thereto in Section 4.1(aaa);

(uuu) "**SMC**" has the meaning ascribed thereto in Recital B hereto;

(vvv) "**SMC Shares**" means all of the issued and outstanding shares in the capital of SMC;

(www) "**Superior Proposal**" has the meaning ascribed thereto in Section 7.2(g)(i);

(xxx) "**TMI Chile**" means TriMetals Mining Chile SCM (formerly, South American Silver Chile SCM, formerly General Minerals SCM and formerly, Compania Minera Productora), a corporation existing under the laws of Chile;

(yyy) "**TMI Non-Completion Fee**" has the meaning ascribed thereto in Section 11.1;

(zzz) "**TMI Group**" means, collectively, the Vendor Parent, the Vendor and the Vendor Subsidiaries;

(aaaa) "**TMI Financial Statements**" means the audited consolidated financial statements of the Vendor Parent as at and for the years ended December 31, 2018 and 2017, together with the notes and the related auditors' reports thereto;

(bbbb) "**TMI Public Record**" means the information circulars, material change reports, press releases, financial statements, management discussion and analysis, and other continuous disclosure documents filed or furnished by or on behalf of the Vendor Parent with the TSX, and any applicable Canadian securities regulatory authority (including on SEDAR) on or during the 12 months preceding the date hereof and the Closing Date;

(cccc) "**TSX**" means the Toronto Stock Exchange;

(dddd) "**TSXV**" means the TSX Venture Exchange;

(eeee) "**Vendor**" means Escalones Resource Corp., a corporation existing under the federal laws of Canada;

(ffff) "**Vendor Parent**" means TriMetals Mining Inc., a corporation existing under the laws of the Province of British Columbia;

(gggg) "**Vendor Subsidiaries**" means, collectively, ECC, SMC and TMI Chile, and "**Vendor Subsidiary**" means any of them;

(hhhh) "**Wealth Chile**" means Wealth Copper Chile SpA, a corporation existing under the laws of Chile, which is a wholly-owned subsidiary of the Purchaser; and

(iiii) "**Wealth Group**" means, collectively, the Purchaser Parent, the Purchaser and Wealth Chile.

1.2 Interpretation

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

(a) all references in this Agreement to a designated Article, Section, Subsection, Paragraph, or other Subdivision, or to a Schedule, is to the designated Article, Section, Subsection, Paragraph or other Subdivision of or Schedule to this Agreement unless otherwise specifically stated;

(b) the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subclause or other subdivision or Schedule;

(c) words importing the singular number include the plural and vice versa, words importing the use of any gender include all genders, and words importing Persons include firms and corporations and vice versa;

(d) the word "or" is not exclusive and the word "including" is not limiting (whether or not non-limiting language such as "without limitation" or "but not limited to" or other words of similar import are used with reference thereto);

(e) except as otherwise provided, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;

(f) the headings to the Articles and Section of this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(g) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity;

(h) if any date on which any action is required to be taken hereunder by any of the parties is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place;

(i) a period of days shall be deemed to begin on the first day after the event which began the period and to end at 6:00 p.m. (Vancouver time) on the last day of the period; if, however, the last day of the period does not fall on a Business Day, the period shall terminate at 6:00 p.m. (Vancouver time) on the next Business Day;

(j) the parties acknowledge that this Agreement is the product of arm's length negotiation between the parties, each having obtained its own independent legal advice, and that this Agreement shall be construed neither strictly for nor strictly against any party irrespective of which party was responsible for drafting this Agreement;

(k) the representations, warranties, covenants and agreements contained in this Agreement shall not merge at the Closing and shall continue in full force and effect from and after the Closing Date for the applicable period set out in this Agreement;

(l) unless otherwise specifically noted, all references to money in this Agreement are or shall be to money in lawful money of Canada. If it is necessary to convert money from another currency to lawful money of Canada, such money shall be converted to lawful money of Canada using the exchange rates in effect at the Closing Date;

(m) unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under Canadian GAAP and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with Canadian GAAP;

(n) whenever a representation or warranty in this Agreement is made on the basis of the knowledge or awareness of a party, such knowledge or awareness consists only of the actual collective knowledge or awareness, as of the date of this Agreement, of the senior officers of such party, in their capacity as senior officers of such party and not in their personal capacity and without personal liability, but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed knowledge; provided that the party making the representation and warranty shall have conducted a reasonable investigation as to the subject matter relating thereto and the level of such investigation shall be that of a reasonably prudent person investigating a material consideration in the context of a material transaction and the use of such phrase shall constitute a representation and warranty by the party making the representation and warranty in each case that such investigation has actually been made;

(o) the phrase "ordinary course" or "normal course" refer to any transaction that constitutes an ordinary day-to-day business activity of a person in accordance and consistent with its past Business practices; and

(p) whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

1.3 Schedules

The following are the Schedules to this Agreement:

Schedule "A"	Escalones Property
Schedule "B"	Cristal Property
Schedule "C"	Third Party Approvals and Consents – TMI Group
Schedule "D"	Issued Securities – Vendor Subsidiaries
Schedule "E"	Material Agreements – Vendor and Vendor Subsidiaries
Schedule "F"	Material Agreements – Purchaser and Wealth Chile
Schedule "G"	Directors, Officers, Employees and Consultants – Vendor Subsidiaries
Schedule "H"	Liabilities; Financial Disclosure – Vendor Subsidiaries
Schedule "I"	Liabilities; Financial Disclosure – Purchaser and Wealth Chile
Schedule "J"	Form of Escalones Royalty Agreement

ARTICLE 2
PURCHASE OF PURCHASED SHARES

2.1 Purchase and Sale

Upon and subject to the terms and conditions hereof, the Purchaser agrees to purchase and the Vendor agrees to sell, assign and transfer to the Vendor the Purchased Shares, which Purchased Shares shall represent 100% of the issued and outstanding shares in the capital of ECC and SMC at the Closing Time, for an aggregate Purchase Price as determined in accordance with the provisions of Sections 2.2 and 2.4.

2.2 Purchase Price

The consideration payable by the Purchaser to the Vendor for the Purchased Shares shall be the aggregate of the Cash Consideration, the Consideration Shares, the Cash Reimbursement and the Escalones Royalty (collectively, the "**Purchase Price**"), payable as follows:

(a) on the Closing Date by the Purchaser:

(i) delivering to the Vendor a share certificate to and in the name of the Vendor or as the Vendor may direct in writing prior to the Closing Time representing 25,000,000 Purchaser Shares issued in the manner provided in Section 2.3 (the "**Consideration Shares**");

(ii) crediting the Deposit against the Cash Consideration; and

(iii) granting to the Vendor the Escalones Royalty in accordance with terms of Section 2.4; and

(b) after the Closing and upon:

(i) the closing of the Concurrent Financing, by the Purchaser paying to the Vendor (or as the Vendor may direct in writing) an amount of $350,000, as partial payment of the Cash Consideration, by wire transfer in immediately available funds to a bank account designated in writing by the Vendor prior to the Closing;

(ii) the closing of the Going-Pubic Transaction, by the Purchaser reimbursing the Vendor the 2019 annual concession fee paid by the Vendor for the Escalones Exploration Concessions in the amount of USD $54,000 (the "**Cash Reimbursement**"); and

(iii) the first anniversary of the Concurrent Financing, by the Purchaser paying to the Vendor (or as the Vendor may direct in writing) an additional amount of $500,000, as payment of the remaining balance of the Cash Consideration, by wire transfer in immediately available funds to a bank account designated in writing by the Vendor prior to such date.

2.3 Consideration Shares

The Consideration Shares to be issued by the Purchaser to the Vendor shall be:

(i) issued as fully paid, non-assessable common shares in the capital of the Purchaser, free and clear of all Encumbrances;

(ii) issued at a deemed issue price of $0.05 per Purchaser Share; it being agreed that upon the Closing, the Purchaser Parent and the Vendor shall be the sole shareholders of the Purchaser and shall each hold 25 million Purchaser Shares, representing 100% of the issued and outstanding Purchaser Shares, excluding any Purchaser Shares issued in connection with the Concurrent Financing; and

(iii) issued pursuant to an exemption from the prospectus requirements of the *Securities Act* (British Columbia).

2.4 Grant of Royalty

Concurrently with the Closing, TMI Chile shall grant to the Vendor a 2% net smelter returns royalty payable on production from those mining rights or exploitation concessions that shall supersede or shall derive from the Escalones Exploration Concessions if the price of copper is greater than USD $0.75 per pound and a 1% net smelter returns royalty if the copper price is equal to or less than USD $0.75 per pound (the

"**Escalones Royalty**"), defined and to be calculated and paid in accordance with the provisions of the form of royalty agreement attached as Schedule "J" hereto (the "**Escalones Royalty Agreement**"), from time to time as and when production occurs. The entire Escalones Royalty shall be able to be purchased by the Purchaser (and its successors and assigns) for (i) USD $3,000,000 at any time during the five (5) year period following the first sale of minerals produced from those mining rights or exploitation concessions that shall supersede or shall derive from the Escalones Exploration Concessions; and (ii) USD $5,000,000 at any time after the five (5) year period following the date of the first sale of minerals produced from those mining rights or exploitation concessions that shall supersede or shall derive from the Escalones Exploration Concessions.

2.5 Limited Liability

(a) No director, officer or employee of the Purchaser or the Purchaser Parent shall have any liability to any member of the TMI Group under this Agreement or any other document delivered in connection with the Transaction, the Concurrent Financing, the Going-Public Transaction or the transactions otherwise contemplated hereby and thereby on behalf of the Purchaser or the Purchaser Parent, as applicable.

(b) No director, officer or employee of the Vendor or the Vendor Parent shall have any liability to any member of the Wealth Group under this Agreement or any other document delivered in connection with the Transaction, the Concurrent Financing, the Going-Public Transaction or the transactions otherwise contemplated hereby and thereby on behalf of the Vendor or the Vendor Parent, as applicable.

2.6 Purchase of Entire Interest

It is the understanding of the parties that this Agreement shall provide for the purchase of all of the Purchased Shares at the Closing Time, whether same are owned by the Vendor as at the date hereof or to be acquired after the date hereof, and each of the Vendor and the Vendor Parent therefore covenants and agrees with the Purchaser that if prior to the Closing Date the Vendor or any other person acquires any further shares in the Vendor Subsidiaries or rights to acquire any shares in the Vendor Subsidiaries, in addition to those set forth in this Agreement, then such additional shares of the Vendor Subsidiaries shall be part of the Purchased Shares and shall be subject to the terms of this Agreement, and such shares shall be delivered or such rights shall be transferred to the Purchaser at the Closing Time, without the payment of any additional or further consideration.

2.7 Election

Upon request of the Vendor, the Purchaser agrees to make a joint election with the Vendor pursuant to subsection 85(1) of the *Income Tax Act* (Canada) with respect to the Vendor's disposition of the Purchased Shares to the extent that the Vendor is a resident of Canada. Subject to the limitations set forth in subsection 85(1) of the *Income Tax Act* (Canada), the Vendor shall determine the agreed amount for the purposes of such election and the Purchaser agrees to execute and co-operate in the timely filing of the prescribed election form, and in any event shall execute and return such form to the Vendor within 14 days of receipt of such form. The Vendor shall have the sole responsibility for preparation and delivery of the prescribed form to the Purchaser to permit execution and timely filing thereof and shall bear the cost of preparation of such election form.

2.8 Failure to Complete Going-Public Transaction

(a) If the Going-Public Transaction shall not have closed by December 31, 2019, then the Vendor shall have the right to demand that the Purchaser return and transfer the Purchased Shares (including for certainty the shares of TMI Chile, which shall be transferred in Chile by way of a public deed registered at the Custodian of Mines) to the Vendor (in this Section 2.8, a "**Default Notice**"); provided that the Vendor shall only be permitted to deliver a Default Notice if such Default Notice is delivered on or before January 15, 2020. Concurrently with the return or transfer of the Purchased Shares and the TMI Shares by the Purchaser to the Vendor, the Vendor shall be required to return and transfer the Consideration Shares to the Purchaser, in each case, duly endorsed for transfer in order to fully and effectively transfer ownership of the relevant shares to the relevant party in accordance with Applicable Laws.

(b) The Parties agree to negotiate in good faith and structure the return and transfer of the aforementioned shares so as to minimize any adverse tax consequences thereof to any party, and the parties shall do all such further acts, and execute and deliver all such further documents and instruments as may be required to permit the transfer of the relevant shares and the recording thereof as required under Applicable Laws (as reasonably requested by legal counsel to the relevant party) to fully and effectively transfer ownership of such shares as herein provided, within 30 days of receipt of the Default Notice set out above, in a manner that is tax efficient to all parties.

2.9 Deposit

In the event of the termination of this Agreement prior to the Closing Date through no fault of any member of the TMI Group, no amount of the Deposit shall be refunded or payable to the Purchaser or the Purchaser Parent; provided that if this Agreement is terminated as a result of the fault or breach of any member of the TMI Group, as determined by the arbitrator appointed pursuant to Article 10, then the entire amount of the Deposit, without any interest, shall be refundable and payable forthwith by the Vendor Parent to the Purchaser Parent. For greater certainty, termination of this Agreement by the Vendor or the Vendor Parent as a result of an acceptance of a Superior Proposal in accordance with Article 7 shall not cause the refund of the Deposit or the payment by the TMI Group of any amount other than the TMI Non-Completion Fee therein provided.

ARTICLE 3
GOING PUBLIC TRANSACTION; CONCURRENT FINANCING; PRE-EMPTIVE RIGHTS; BOEZIO OPTION PAYMENT

3.1 Listing Vehicle

(a) After the execution of this Agreement, the Purchaser shall enter into a letter of intent (the "**Going-Public LOI**") with a TSXV listed "shell company" in respect of the Going-Public Transaction ("**ListingCo**", and after the closing of the Going-Public Transaction, the "**Resulting Issuer**") having no Liabilities and no more than 6,000,000 shares issued and outstanding (excluding any shares issued in connection with the Concurrent Financing) prior to the closing of the Going-Public Transaction; provided that the Vendor Parent shall have the right to review and comment on the Going-Public LOI.

(b) The Going-Public LOI shall contain the material commercial terms for a reverse takeover transaction (the "**Going-Public Transaction**"), whereby ListingCo shall acquire (after the Closing) all of the issued and outstanding Purchaser Shares by way of amalgamation, share exchange, arrangement or similar transaction and continue the business of the Purchaser, in exchange for the issuance of common shares in the capital of the Resulting Issuer (each, a "**Resulting Issuer Share**") to the shareholders of the Purchaser on a one (1) for one (1) basis; provided that the Vendor's ownership interest in the share capital of the Resulting Issuer shall not be less than 30% (on a fully diluted basis), immediately after giving effect to the Going-Public Transaction and the Concurrent Financing.

(c) To the extent that any Resulting Issuer Shares issued to the Purchaser Parent or the Vendor Parent in connection with the Going Public Transaction are not subject to escrow under TSXV Policy 5.4 *Escrow, Vendor Consideration and Resale Restrictions*, then such Resulting Issuer Shares shall be subject to a contractual escrow on the terms and conditions prescribed by TSXV Policy 5.4 for "value securities".

3.2 Concurrent Financing

In connection with the Going-Public Transaction, the Purchaser shall complete by itself (or in conjunction with ListingCo) private placement financing(s) in the aggregate amount of at least $5,000,000 (the "**Concurrent Financing**"), in the amount(s) and at the offering prices as may be determined by the Purchaser in its discretion, acting reasonably; provided that if the Going-Public Transaction closes prior to December 31, 2019, then the Purchaser shall be required to raise $2,000,000 prior to the closing of the Going-Public Transaction, with the remaining $3,000,000 to be raised by the Purchaser by December 31, 2019.

3.3 Resulting Issuer Board

Upon the Closing, the board of directors of the Purchaser shall consist of two (2) directors, one (1) of whom shall be a nominee of the Purchaser Parent (and who shall also be the President of the Purchaser) and one (1) of whom shall be a nominee of the Vendor. Following the closing of the Going-Public Transaction, each of the Purchaser Parent and the Vendor shall have the right (in this Section 3.3, the "**Nomination Right**") to nominate one (1) director to the board of directors of the Resulting Issuer for so long as the Purchaser Parent and the Vendor, as applicable, each holds at least 20% of the issued and outstanding shares of the Resulting Issuer, the terms and conditions of which Nomination Right shall be set out in a nomination rights agreement to be entered into between the Resulting Issuer and each of the Purchaser Parent and the Vendor in conjunction with the closing of the Going-Public Transaction.

3.4 Pre-Emptive Rights

The parties agree that the Going-Public LOI shall provide for the grant to the Vendor of the right to participate (in this Section 3.4, the "**Pre-Emptive Right**") in future equity financings undertaken by the Resulting Issuer to allow the Vendor to maintain up to its *pro rata* interest in the equity capital of the Resulting Issuer (as at the closing of the Going-Public Transaction and after giving effect to the Concurrent Financing), other than in respect of shares issued in connection with (i) the acquisition of mining or real property interests or the acquisition of another corporation by the Resulting Issuer by merger, purchase of substantially all of the assets, or other reorganization; (ii) options granted to directors, officers or employees of, or consultants to, the Resulting Issuer pursuant to any option, share purchase or stock incentive program; or (iii) any loan arrangement, or any debt financing from a bank or similar financial or lending institution; provided that the Pre-Emptive Right shall terminate on the earlier of (A) the Vendor twice declining or failing to exercise its Pre-Emptive Right to purchase up to the maximum amount of its *pro rata* entitlement to any new shares offered by the Resulting Issuer; or (B) the second anniversary of the Closing, the terms and conditions of which Pre-Emptive Right shall be set out in an equity participation agreement to be entered into between the Vendor and the Resulting Issuer in conjunction with the closing of the Going-Public Transaction.

3.5 Boezio Option Payment and Working Capital

(a) The Purchaser Parent hereby agrees to lend the amount of USD $400,000 to the Purchaser required for the June 30, 2019 option payment under the Boezio Option Agreement (in this Section 3.5, the "**June 2019 Payment**"), *[REDACTED – Additional covenant of the Vendor Parent, disclosure of which would be materially prejudicial to the interests of the Vendor Parent]*.

(b) The Purchaser Parent further agrees to provide the Purchaser with the necessary working capital required for the Purchaser's operations until the closing of the Going-Public Transaction in the aggregate principal amount of at least $250,000 (together with the June 2019 Payment, in this Section 3.5, the "**Working Capital Amount**").

(c) The Working Capital Amount shall be provided by the Purchaser Parent to the Purchaser by way of:

(i) a loan bearing interest from the date of advance at a variable interest rate equal to the Royal Bank of Canada's commercial prime rate until repaid, which loan shall be convertible at the sole election of the Purchaser Parent into Purchaser Shares (or common shares of the Resulting Issuer, as applicable) at a price per share equal to the initial financing round under the Concurrent Financing;

(ii) closing an initial financing round under the Concurrent Financing prior to the closing of the Going-Public Transaction; or

(iii) a combination of items (i) and (ii) above in an aggregate amount of at least the Working Capital Amount.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF VENDOR AND VENDOR PARENT

4.1 Representations and Warranties

Each of the Vendor and the Vendor Parent jointly and severally represent and warrant to the Purchaser as follows:

<u>Organization and Corporate Power</u>

(a) Each of the Vendor and the Vendor Parent is a corporation duly incorporated (in the case of the Vendor) or continued (in the case of the Vendor Parent) and organized, and validly existing, and continued, as applicable under the federal laws of Canada and the laws of the Province of British Columbia, respectively, and no proceedings have been instituted or are pending for the dissolution or liquidation or winding-up of the Vendor or the Vendor Parent.

(b) Each of the Vendor and the Vendor Parent has the corporate power to own or lease its Assets, to carry on its Business as now being conducted by it, to enter into this Agreement and perform its obligations hereunder, including the sale and transfer of the legal and beneficial title and ownership of the Purchased Shares to the Purchaser in the manner contemplated herein, and each of the Vendor and the Vendor Parent is duly qualified, authorized and licensed as a corporation to do business in each jurisdiction in which the nature of the Business or the property and assets owned or leased by it makes such qualification, authorization or license necessary.

(c) The Business of the Vendor has been and, in respect of the Vendor Subsidiaries, shall continue to be until the Closing Date carried on in the ordinary and normal course.

<u>Authority and Binding Obligations; No Actions</u>

(d) The entry into and performance of this Agreement by each of the Vendor and the Vendor Parent has been duly authorized by the directors of the Vendor and the Vendor Parent, as applicable, and prior to the Closing Time, each of the Vendor and the Vendor Parent shall have taken all necessary actions, steps and corporate and other proceedings to authorize the sale and transfer of the Purchased Shares by the Vendor to the Purchaser and to complete the Escalones Transaction.

(e) There is no Action, including appeals and applications for review, in progress or, to the knowledge of the Vendor and the Vendor Parent, threatened against or related to the Purchased Shares or which would affect the ability of the Vendor to sell the Purchased Shares in the manner contemplated herein.

Execution and Delivery

(f) Each of the Vendor and the Vendor Parent has good right, full power and absolute authority to enter into this Agreement and carry out the performance of the Agreement.

(g) The execution and delivery of this Agreement by each of the Vendor and the Vendor Parent and the consummation of the transactions contemplated hereby do not constitute a breach or a default under the terms of the articles, by-laws or other constating documents of each of the Vendor and the Vendor Parent, nor under any agreement to which either the Vendor or the Vendor Parent is a party or by which it is bound.

(h) None of the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby by any of the Vendor or the Vendor Parent shall require any action, consent, approval or notice under any agreement, contract, instrument, arrangement, permit or understanding to which any member of the TMI Group is a party or by which is bound, other than as set out in Schedule "C" hereto.

(i) This Agreement has been duly executed and delivered by each of the Vendor and the Vendor Parent. All documents required hereunder to be executed and delivered by the Vendor and the Vendor Parent shall have been duly executed and delivered by each of the Vendor and the Vendor Parent, and this Agreement does and such documents and instruments shall, constitute legal, valid and binding obligations of each of the Vendor and the Vendor Parent enforceable in accordance with its terms, subject to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other Laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunction are only available in the discretion of the court from which they are sought.

Vendor Subsidiaries

Due Incorporation, Capitalization, Allotment and Issuance of Shares

(j) Each of ECC and SMC has been duly incorporated and organized pursuant to the federal laws of Canada and is in good standing in filing all returns and notices required pursuant to the *Canada Business Corporations Act* and any other jurisdiction where such registration is necessary for the Business of ECC and SMC, as applicable.

(k) TMI Chile has been duly incorporated and organized pursuant to the laws of Chile and is in good standing in filing all returns and notices required pursuant to the laws of Chile and any other jurisdiction where such registration is necessary for the Business of TMI Chile.

(l) As at the date hereof, the authorized share capital of ECC consists of an unlimited number of common shares without par value.

(m) As at the date hereof, the authorized share capital of SMC consists of an unlimited number of common shares without par value.

(n) As at the date hereof, the authorized share capital of TMI Chile consists of 15,558 common nominatives shares without par value.

(o) As at the date hereof and at the Closing Time, the issued and outstanding share capital of ECC consists and shall consist of one (1) common share without par value, which has been issued as fully paid and non-assessable as set out in Schedule "D" hereto, and there are and shall be at the Closing Time no outstanding Equity Securities of ECC, and no outstanding options or rights to subscribe for or to receive any Equity Securities in the capital of ECC, other than as set out in Schedule "D" hereto.

(p) As at the date hereof and at the Closing Time, the issued and outstanding share capital of SMC consists and shall consist of one (1) common share without par value, which has been issued as fully paid and non-assessable as set out in Schedule "D" hereto, and there are and shall be at the Closing Time no outstanding Equity Securities of SMC, and no outstanding options or rights to subscribe for or to receive any Equity Securities in the capital of SMC, other than as set out in Schedule "D" hereto.

(q) As at the date hereof and at the Closing Time, the issued and outstanding share capital of TMI Chile consists and shall consist of 15,558 common shares without par value, all of which are issued as fully paid and non-assessable as set out in Schedule "D" hereto, and there are and shall be at the Closing Time no outstanding Equity Securities of TMI Chile, and no outstanding options or rights to subscribe for or to receive any Equity Securities in the capital of TMI Chile, other than as set out in Schedule "D" hereto.

(r) The Vendor directly or indirectly beneficially owns all of the issued and outstanding Equity Securities in each of the Vendor Subsidiaries and no other person holds any Equity Securities of any of such subsidiaries or has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement for the purchase, subscription or issuance of any unissued Equity Securities of any of the Vendor Subsidiaries.

(s) The Purchased Shares are validly issued and currently outstanding as fully paid and non-assessable shares in the capital of ECC and SMC, and all necessary corporate action shall have been taken by each of ECC and SMC on or prior to the Closing Time to authorize and give effect to the transfer of the Purchased Shares to the Purchaser, and on Closing, the Purchaser shall have good and marketable title to the Purchased Shares.

Business

(t) The Business of each of the Vendor Subsidiaries has been and shall continue to be until the Closing Date carried on in the ordinary and normal course subject to the terms hereof, other than the transfer of the Aguila NSR that shall be completed prior to the Closing.

(u) Each of the Vendor Subsidiaries has the corporate power to own its Assets and to carry on the Business presently carried on by it.

(v) Each of the Vendor Subsidiaries is duly qualified to do its Business in each jurisdiction in which the nature of the Business conducted by it or the property owned or leased by it makes such qualification necessary and each has obtained and is in material compliance with all licences, permits, certificates, consents, orders, grants and other authorizations of or from any Governmental Authority necessary to conduct its Business as it is now being conducted. To the knowledge of the Vendor and the Vendor Parent, none of the Vendor Subsidiaries is in violation, in any material respect, of the terms of such business permits and the use of its Assets is not, to the knowledge of the Vendor and the Vendor Parent, in breach of any Applicable Laws.

(w) Each of the Vendor Subsidiaries has made all material filings required under Applicable Laws with the applicable Governmental Authorities, all such filings have been made in a timely manner, and all such filings and information and statements contained therein and, to the knowledge of the Vendor and the Vendor Parent, any other information or statements disseminated to the public by each of the Vendor Subsidiaries were true, correct and complete in all material respects and did not contain any misrepresentation, as at the date of such information or statements.

(x) No member of the TMI Group is a party to any contract, agreement, arrangement or commitment, whether written or oral, containing covenants limiting any of the Vendor Subsidiaries' freedom to compete now or in future in any line of business with any person or in any area or territory.

Other Interests

(y) Except for the shares owned by each of ECC and SMC in the capital of TMI Chile, none of the Vendor Subsidiaries owns any shares or other Equity Securities of, or have any interest in the Assets or Business of, any other person, and none of the Vendor Subsidiaries has agreed to become a partner, member, owner, proprietor or equity investor of or in any partnership, joint venture, co-tenancy or other similar jointly-owned business undertaking.

Books and Records

(z) The minute books of the Vendor Subsidiaries contain complete and accurate, in all material respects, minutes of all meetings of the directors and shareholders of each of the Vendor Subsidiaries held since each corporation's incorporation, all such meetings were duly called and held and all registers therein are complete and accurate in all material respects.

(aa) The Books and Records of the Vendor Subsidiaries fairly and correctly set out and disclose, in all material respects, in accordance with Chilean generally accepted accounting principles and Canadian GAAP, as applicable, consistently applied, the financial position of each of the Vendor Subsidiaries as at December 31, 2018 and all material financial transactions of each of the Vendor Subsidiaries have been accurately recorded in all material respects in such books and records.

(bb) To the knowledge of the Vendor and the Vendor Parent, the data and information in respect of the Assets, Liabilities, Business and operations of the Vendor Subsidiaries provided by the Vendor and the Vendor Parent or their respective Representatives to the Purchaser and the Purchaser Parent or their respective Representatives is accurate and correct in all material respects as at the respective dates thereof and, in respect of any information provided or requested, the Vendor Parent did not knowingly omit any material data or information necessary to make any data or information provided not misleading as at the respective dates thereof.

Directors and Officers

(cc) Schedule "G" hereto contains a complete list of the directors and officers of each of the Vendor Subsidiaries as at the date hereof, who shall be the only directors and officers of the Vendor Subsidiaries at the Closing Time.

Unanimous Shareholder Agreements

(dd) There are no unanimous shareholder agreements in place with respect to any of the Vendor Subsidiaries.

Material Agreements

(ee) None of the Vendor Subsidiaries is a party to any Material Agreement, except as disclosed in Schedule "E" hereto. Each such Material Agreement is in good standing in all material respects and in full force and effect and has not been amended, except as disclosed in Schedule "E" hereto, and, to the knowledge of the Vendor and the Vendor Parent, no breach of a term or event has occurred which could, with the passage of time or upon notice, constitute a default. None of the Vendor Subsidiaries own any real property in fee simple.

(ff) No member of the TMI Group has received any notice or have any knowledge that any counterparty to a Material Agreement intends to cancel, terminate or otherwise materially and adversely modify or not renew its relationship with the applicable Vendor Subsidiary (or, if applicable, the Wealth Group) and no such action has been threatened as a result of the Escalones Transaction or otherwise.

Liabilities

(gg) None of the Vendor Subsidiaries has any obligations or Liabilities, direct or indirect, vested or contingent in respect of any rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, production sales transactions having terms greater than 90 days or any other similar transactions (including any option with respect to any of such transactions) or any combination of such transactions.

(hh) Except as disclosed in Schedule "E" hereto, there are no agreements, contracts with, or advances, loans, guarantees, Liabilities or other obligations to, on behalf or for the benefit of, any shareholder, officer or director of any member of the TMI Group, or any of their respective immediate family members, affiliates or associates with respect to any of the Vendor Subsidiaries, including in respect of the right, title and interest of the Vendor Subsidiaries, including TMI Chile, in and to the Escalones Property.

Employees

(ii) None of the Vendor Subsidiaries have any employees.

(jj) None of the Vendor Subsidiaries have any consultants, except as disclosed in Schedule "G" hereto.

(kk) Except for payment or reimbursement of expenses and fees payable in the ordinary course, no payments have been made or authorized since December 31, 2018 by any of the Vendor Subsidiaries to any of their officers, directors, contractors, consultants or shareholders, or former officers, directors, contractors, consultants or shareholders, or to any person or corporation not dealing at arm's length (as such term is defined in the *Income Tax Act* (Canada)), except as disclosed in the TMI Public Record.

(ll) None of the Vendor Subsidiaries have in effect any bonus plan, commission plan, profit sharing plan, pension plan, royalty plan or arrangement for the benefit of any of its officers, directors, contractors, consultants or shareholders, and none of the Vendor Subsidiaries have made any agreements or promises with respect to any such plans.

(mm) None of the Vendor Subsidiaries have in place or in effect any consulting agreements or other change of control agreements which provide for a payout or payment accruing as a result of the Escalones Transaction or other change of control of any of the Vendor Subsidiaries.

(nn) There are no bonuses, commissions or other compensation payable to any officers, directors, contractors or consultants of any of the Vendor Subsidiaries, other than as disclosed in Schedule "G" hereto.

Financial Matters

(oo) Except as disclosed in Schedule "H" hereto, no capital expenditures have been made or authorized since December 31, 2018 by any of the Vendor Subsidiaries, other than various consumable items capitalized for accounting purposes as deferred costs and as otherwise consented to in writing by the Purchaser or the Purchaser Parent.

(pp) Except as disclosed in Schedule "H" hereto, no Vendor Subsidiary has any Liabilities which are material to its affairs, Business, prospects, operations or condition, financial or otherwise, of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, and to the knowledge of the Vendor and the Vendor Parent, there is no existing condition, situation or set of circumstances which would reasonably be expected to result in such a Liability.

(qq) Since December 31, 2018, no Vendor Subsidiary has paid, declared or authorized any distribution on or in respect of any of its shares by way of dividend, redemption, purchase, return of capital or otherwise.

Absence of Certain Changes or Events

(rr) Since the date of the TMI Financial Statements, none of the Vendor Subsidiaries have:

(i) incurred any obligation or liability, fixed or contingent, except normal trade or business obligations incurred in the ordinary course of its Business;

(ii) paid or satisfied any obligation or liability, fixed or contingent, except:

(A) current Liabilities included in the TMI Financial Statements;

(B) current Liabilities incurred since the date of the TMI Financial Statements in the ordinary course of its Business, and

(C) re-scheduled payments pursuant to obligations under loan agreements or other contracts or commitments described in the TMI Financial Statements;

(iii) created any material encumbrance upon any of its Assets, except as described in this Agreement;

(iv) assigned, transferred, leased or otherwise disposed of any of its material properties or Assets, other than the transfer of the Aguila NSR that shall be completed prior to the Closing and except in the ordinary course of its Business;

(v) purchased, leased or otherwise acquired any material properties or Assets, except in the ordinary course of its Business;

(vi) waived, cancelled or written-off any rights, claims, accounts receivable or amounts payable to it, except in the ordinary course of its Business;

(vii) entered into any transaction, contract, agreement or commitment, except in the ordinary course of its Business;

(viii) made any material change with respect to any method of management, operation or accounting in respect of its Business;

(ix) suffered any damage, destruction or loss (whether or not covered by insurance) which has materially adversely affected or could materially adversely affect the Business or the condition of the Vendor Subsidiary;

(x) suffered any extraordinary loss relating to its Business or Assets; or

(xi) authorized, agreed or otherwise become committed to do any of the foregoing.

Governmental Charges

(ss) Each of the Vendor Subsidiaries has duly and on a timely basis prepared and filed all documents required to be filed by them in respect of all Governmental Charges and such returns and documents are complete and correct in all material respects and clearly and fairly presents the information and relevant status of each Vendor Subsidiary for the relevant period.

(tt) Each of the Vendor Subsidiaries has paid all Governmental Charges which are due and payable on or before the date hereof. To the knowledge of the Vendor and the Vendor Parent, none of the Vendor Subsidiaries has any liability for Governmental Charges other than those provided for in the TMI Financial Statements and those arising in the ordinary course of the operation of the Business since the date of the TMI Financial Statements and for which adequate provisions have been made on the books of the applicable Vendor Subsidiary.

(uu) There are no Actions now pending or made or, to the knowledge of the Vendor and the Vendor Parent, threatened against any Vendor Subsidiary in respect of Governmental Charges.

(vv) All Governmental Charges, of whatsoever nature, which the Vendor Subsidiaries are required by law to withhold or to collect, or pay or for which the Purchaser could become liable, including unemployment insurance, pension plan payments, have been duly withheld or collected, and have been remitted to the proper Governmental Authorities, or held by the Vendor Subsidiaries for or on behalf of such Governmental Authority if required by Applicable Law, and such withholdings and collections and all other payments due in connection therewith are duly reflected in the TMI Financial Statements to the date as of which they were prepared and since that date shall be duly entered in the accounts of the Vendor Subsidiaries.

(ww) There are no agreements, waivers or other arrangements providing for any extension of time with respect to the filing of any document or the payment of any Governmental Charges by any of the Vendor Subsidiaries.

(xx) On or before the Closing Date, all returns of the Vendor Subsidiaries for Governmental Charges required to be filed by the Vendor Subsidiaries before the Closing Date shall have been fully prepared and filed, including all such Governmental Charges of every kind and description due or payable against or payable by the Vendor Subsidiaries prior to the Closing Date in respect of the Vendor Subsidiaries.

Assets

(yy) The Escalones Property is comprised of the Escalones Exploitation Concessions and the Escalones Exploration Concessions, as described in Schedule "A" hereto.

(zz) The Boezio Option Agreement is a valid and subsisting contract and is in full force and effect and unamended, except as otherwise set out herein, and there is no adverse claim or challenge against or, to the knowledge of the Vendor and the Vendor Parent, pending or threatened, to the rights of TMI Chile under the Boezio Option Agreement, and TMI Chile is the sole and exclusive holder of the Escalones Exploitation Concessions Option, which option is in good standing in accordance with the terms and conditions of the Boezio Option Agreement.

(aaa) SLM Los Escalones Uno Uno de San José de Maipo ("**SLM Los Escalones**") is the sole legal and beneficial owner of an undivided 100% interest in the Escalones Exploitation Concessions free and clear of all Encumbrances, other than Permitted Encumbrances, and without limiting the generality of the foregoing:

(i) there is no adverse claim or challenge (including from surface owners) against or, to the knowledge of the Vendor and the Vendor Parent, pending or threatened, to the rights of TMI Chile under the Boezio Option Agreement, or to the ownership or title of SLM Los Escalones in and to the Escalones Exploitation Concessions or any portion thereof, nor, to the knowledge of the Vendor and the Vendor Parent, is there any basis therefore;

(ii) there are no outstanding agreements or options to acquire or purchase the Escalones Exploitation Concessions or any portion thereof or interest therein; and

(iii) no person has any royalty or interest whatsoever in production or profits from the Escalones Exploitation Concessions or any portion thereof, with the exception of a 2% net smelter returns royalty from the sale of products from the Concessions held by SLM Los Escalones payable on production from the Boezio Exploitation Concessions, if the price of copper is greater than USD $0.75 per pound and a 1% net smelter returns royalty if the copper price is equal to or less than USD $0.75 per pound (the "**Boezio Royalty**"), from time to time as and when production occurs; provided that the entire Boezio Royalty may be purchased by TMI Chile for USD $3,000,000 within the five (5) years following the first sale of minerals produced from the Boezio Exploitation Concessions, and USD $5,000,000 within five (5) years of the date of the first sale of minerals produced from the Boezio Exploitation Concessions.

(bbb) Each of the Vendor Subsidiaries owns, possesses and has good and marketable title to its Assets free and clear of all Encumbrances, other than Permitted Encumbrances; provided that at the Closing the only Assets of ECC and SMC shall be the shares that each holds in the capital of TMI Chile. Furthermore, TMI Chile is the legal and beneficial owner of an undivided 100% interest in the Escalones Exploration Concessions free and clear of all Encumbrances, other than Permitted Encumbrances, and without limiting the generality of the foregoing:

(i) there is no adverse claim or challenge (including from surface owners) against or, to the knowledge of the Vendor and the Vendor Parent, pending or threatened, to ownership or title of TMI Chile in and to the Escalones Exploration Concessions or any portion thereof, nor, to the knowledge of the Vendor and the Vendor Parent, is there any basis therefore;

(ii) there are no outstanding agreements or options to acquire or purchase the Escalones Exploration Concessions or any portion thereof or interest therein; and

(iii) no person has any royalty or interest whatsoever in production or profits from the Escalones Exploration Concessions or any portion thereof, with the exception of, and assuming the consummation of the Escalones Transaction, the Escalones Royalty.

(ccc) The Escalones Exploitation Concessions (i) were validly issued; (ii) are registered in the name of SLM Los Escalones in the Custodian of Mines of Puente Alto and any other applicable public registries in Chile; and (iii) are presently in good standing, including with respect to the payment of all taxes and duties and the filing of all assessment reports required to date, subject to compliance with Applicable Laws in connection therewith.

(ddd) The Escalones Exploration Concessions, (i) to the knowledge of the Vendor and the Vendor Parent, were validly and properly located, staked and filed; (ii) were validly issued; (iii) are registered in the name of TMI Chile in the in the Custodian of Mines of Puente Alto and any other applicable public registries in Chile; and (iv) are presently in good standing, including with respect to the payment of all taxes and the filing of all assessment reports required to date, subject to compliance with Applicable Laws in connection therewith.

(eee) No member of the TMI Group has been served with notice of any Actions, actual, pending or threatened, against or affecting any member of the TMI Group or that relates to or may have an adverse effect or claim on the Escalones Property or the other Assets of TMI Chile or ownership and rights of TMI Chile to explore and develop the Escalones Property, and it is not aware of any basis therefore.

(fff) Except as disclosed in Part II of Schedule "A" hereto, no member of the TMI Group is a party to any agreements, deeds or other binding obligations with respect to the Escalones Property, including surface owner agreements, water use agreements or other rights or interests to the lands covered by the Escalones Property.

(ggg) The terms of the Escalones Mining Rights, and the Applicable Laws, allow for full, legal, binding and valid consent to access the surface area covered by the Escalones Property to carry out, subject to their respective terms and conditions, all activities reasonably contemplated for the exploration, and exploitation, as applicable, of the Escalones Property.

(hhh) The TMI Group has conducted all operations in Chile in material compliance with all Applicable Laws (including any applicable foreign corrupt practices legislation, labor, tax and Environmental Laws), and all orders, judgments, consents, permits and approvals of all applicable Governmental Authorities.

(iii) No member of the TMI Group has received a notice from any competent regulatory authority that any activities on or in relation to the Escalones Property up to the date hereof are in material non-compliance with any Applicable Laws, and, to the knowledge of the Vendor and the Vendor Parent, no conditions exist which could give rise to the making of a remediation order or similar order in respect of the Escalones Property.

(jjj) All work carried out on the Escalones Property or any portion thereof by or behalf of the TMI Group, and to the knowledge of the Vendor and the Vendor Parent, by any predecessor in title, has been carried out in compliance in all material respects with Applicable Laws, including Environmental Laws.

Environmental

(kkk) Except as disclosed in Schedule "A" hereto, the Escalones Property does not lie within any protected area, rescued area, reserve, reservation, reserved area, environmental or historic protected area, archeological site, mining and geological research zone or special needs lands as designated by any Governmental Authority having jurisdiction, or any other area subject to a legal or regulatory framework that would materially and adversely impair the exploration for minerals or the development of a mining project on the Escalones Property.

(lll) To the knowledge of the Vendor and the Vendor Parent, there has been no material 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 Applicable Laws) from, on, in or under the Escalones Property or into the environment, except releases expressly permitted or otherwise authorized by Applicable Laws.

(mmm) To the knowledge of the Vendor and the Vendor Parent, except as is expressly permitted by the terms of any lease, license, authorization or other contract comprising a portion of the Escalones Property, no toxic or Hazardous Substance or waste has been treated, disposed of or is located or stored on the Escalones Property as a result of activities of the TMI Group or their respective predecessors in title or interest.

(nnn) To the knowledge of the Vendor and the Vendor Parent, there are no Environmental Liabilities that have not been disclosed to the Purchaser; neither of the Vendor nor the Vendor Parent is aware of any past violations by it or by any of its predecessors in title of any Environmental Laws or other Laws affecting or pertaining to the Escalones Property or the Escalones Mining Rights, nor any past creation of damage or threatened damage to the air, soil, surface waters, groundwater, flora, fauna or other natural resources on, about, or in the general vicinity of the Escalones Property; no member of the TMI Group has received any notice of any breach of any Applicable Laws, and neither of the Vendor nor the Vendor Parent have knowledge of any facts which would lead a well-informed operator in the mining industry to believe that there are any Environmental Liabilities associated with the Escalones Property and to knowledge of the Vendor and the Vendor Parent, there are no environmental audits, evaluations or studies relating to the Escalones Property.

(ooo) No member of the TMI Group has received any notice, whether written or oral, from any person indicating that any remedial or corrective action is necessary to ensure that the conduct of the Vendor Subsidiaries or the Business of any of the Vendor Subsidiaries is in material compliance with Environmental Law is required or is being currently undertaken.

(ppp) To the knowledge of the Vendor and the Vendor Parent:

(i) there is no pending or ongoing claims or actions taken by or on behalf of any aboriginal or indigenous persons with respect to any lands forming part of the Escalones Property;

(ii) no member of the TMI Group has entered into any negotiations with any aboriginal or indigenous persons or groups with respect of the Escalones Property; and

(iii) no member of the TMI Group, or any predecessor in title, has entered into any agreements, understandings or commitments, including impact and benefits agreements, with any aboriginal or indigenous persons or groups or similar group with respect to the Escalones Property.

(qqq) To the knowledge of the Vendor and the Vendor Parent and as of date first above written, each of SLM Los Escalones and the TMI Group, as applicable, has complied in all material respects with all legislative requirements and any contractual obligations in relation to claims of such persons relevant to the Escalones Property under Applicable Laws, including international treaties.

(rrr) No member of the TMI Group has notice, or knowledge of, any proposal to terminate or vary the terms of, or rights attaching to, the Escalones Property or the other Assets of TMI Chile from any Governmental Authority.

Litigation

(sss) There are no judgments unsatisfied against the Vendor or any of the Vendor Subsidiaries or any consent decrees or injunctions to which the Vendor or any of the Vendor Subsidiaries is subject or bound and there are no actions, suits or proceedings (whether or not purportedly on behalf of the Vendor or any of the Vendor Subsidiaries) commenced, pending or, to the knowledge of the Vendor and the Vendor Parent, threatened against or affecting the Vendor or any of the Vendor Subsidiaries at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which Action involves the possibility of any judgment against or liability of the Vendor or any of the Vendor Subsidiaries. Neither the Vendor nor the Vendor Parent is aware of any existing ground on which any such Action might be commenced with any reasonable likelihood of success.

(ttt) No member of the TMI Group is subject to any judgment, order, writ, injunction or decree of any court or government body which would prevent the carrying out of this Agreement or consummation of the Escalones Transaction.

(uuu) There is no arbitral award, judgment, injunction, constitutional ruling, order or decree, binding upon any member of the TMI Group that has or would reasonably be expected to have the effect of prohibiting, restricting or impairing any business practice of any of them, any acquisition or disposition of property by any of them, or the conduct of its Business as currently conducted, which could reasonably be expected to materially impair or disrupt the Business of the Vendor or any of the Vendor Subsidiaries operating in the ordinary course consistent with past practice.

Bankruptcy and Insolvency Matters

(vvv) No Action has been commenced or filed, or to the knowledge of the Vendor and the Vendor Parent is threatened or pending, by or against any member of the TMI Group which seeks or may lead to receivership, bankruptcy, a commercial proposal or similar proceeding, of any member of the TMI Group, the adjustment, compromise or composition of claims against it or the appointment of a trustee, receiver, liquidator, custodian, or other similar officer for the member or any portion of the Assets belonging the TMI Group. No such Action has been authorized or is being considered by or on behalf of any member of the TMI Group and no creditor or equity security holder of any member of the TMI Group has provided any notice, whether written or oral, of any threat to commence or advise that it may commence any such Action or proceeding.

(www) No member of the TMI Group has made nor is it considering making an assignment for the benefit of its creditors, and has not requested nor has it considered requesting a meeting of its creditors to seek a reduction, compromise, composition, or other accommodation with respect to its indebtedness.

(xxx) Neither of the Vendor nor the Vendor Parent has entered into this Agreement with actual intent to hinder, delay or defraud present or future creditors of any member of the TMI Group.

TMI Financial Statements

(yyy) The TMI Financial Statements fairly present, in accordance with Canadian GAAP, consistently applied (except as specifically provided in the notes to such statements and except as otherwise disclosed in writing to the Purchaser or the Purchaser Parent), the financial position and condition of the Vendor Subsidiaries, on a consolidated basis, at the dates thereof and the results of the operations of the Vendor Subsidiaries, on a consolidated basis, for the periods then ended and reflect all material Assets, Liabilities of the Vendor Subsidiaries, on a consolidated basis, as at the dates thereof. Except as disclosed in Schedule "H" hereto, since the date of the TMI Financial Statements there has not been any material adverse change in the financial position of the Vendor Subsidiaries on a consolidated basis, computed on a basis consistent with that used in the preparation of the balance sheet included in such TMI Financial Statements.

(zzz) Except to the extent reflected or reserved against in the TMI Financial Statements or incurred subsequent to the date thereof in the ordinary course of business (including for legal and accounting costs incurred in connection with the Escalones Transaction), none of the Vendor Subsidiaries have any outstanding indebtedness or any Liabilities, which exceed $15,000, other than those set out in Schedule "H" or legal expenses payable to counsel of TMI Chile which shall be paid and satisfied on the Closing.

(aaaa) The TMI Financial Statements do not contain any untrue statement of fact and do not omit to state any fact required to be stated to make the TMI Financial Statements not misleading.

(bbbb) All prepaid expenses reflected in the TMI Financial Statements and all expenses prepaid by any of the Vendor Subsidiaries subsequent to the TMI Financial Statements were prepaid in accordance with the regular business practices of such Vendor Subsidiary, consist of expenses that were incurred in the ordinary course of business of each of the Vendor Subsidiaries, consistent with past practice, and are valued at reasonable amounts based on the ordinary course of business of each of the Vendor Subsidiaries within the past six months. There has not been any material write-down or write-off of, or other adjustment to, such prepaid expenses since the date of the TMI Financial Statements.

(cccc) All accounts receivable, book debts and other debts reflected in the records and TMI Financial Statements as due or accruing due are good and collectable subject to an allowance for doubtful accounts.

<u>Securities Law Matters</u>

(dddd) Each of the Vendor and the Vendor Parent is a resident of the Province of British Columbia and, in the opinion of the Vendor and the Vendor Parent, the fair value of the Purchased Shares is not less than $150,000.

(eeee) Each of the Vendor and the Vendor Parent is acquiring the Consideration Shares for investment only and not with a view to resale or distribution and in particular, and neither the Vendor nor the Vendor Parent has any intention to distribute either directly or indirectly any of the Consideration Shares in the United States or to a "U.S. Person" (as such term is defined in Regulation S promulgated under the United States *Securities Act of 1933*, as amended).

(ffff) Each of the Vendor and the Vendor Parent has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment in the Consideration Shares and is able to bear the economic risk of loss of such entire investment.

(gggg) Each of the Vendor and the Vendor Parent understands and acknowledges that:

(i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Consideration Shares;

(ii) there is no government or other insurance covering the Consideration Shares; and

(iii) there are risks associated with the acquisition of the Consideration Shares.

(hhhh) Each of the Vendor and the Vendor Parent acknowledges that the Purchaser is not a "reporting issuer" or the equivalent in any jurisdiction. Accordingly, in Canada the Consideration Shares shall be subject to an indefinite hold period (until such time as the Purchaser becomes a reporting issuer) during which time the Consideration Shares may not be traded except pursuant to available exemptions from such requirements and similar requirements under applicable Securities Laws. The certificates representing the Consideration Shares shall bear a legend regarding restrictions on transfer as required pursuant to the applicable Securities Laws. The Vendor is solely responsible for complying with such restrictions and the Purchaser is not responsible for ensuring compliance by the Vendor with the applicable resale restrictions.

(iiii) Each of the Vendor and the Vendor Parent acknowledges that the Purchaser has advised the Vendor and the Vendor Parent that the Purchaser is relying on an exemption from the requirements to provide the Vendor and the Vendor Parent with a prospectus and to sell the Consideration Shares through a person registered to sell securities under the securities legislation of British Columbia and the jurisdiction of residence of each of the Vendor and the Vendor Parent and, as a consequence of acquiring the Consideration Shares pursuant to these exemptions, certain protections, rights and remedies provided by such securities legislation, including statutory rights of rescission or damages, shall not be available to the Vendor and the Vendor Parent.

Taxes

(jjjj) There is no withholding, stamp or other taxes required to be remitted by the Purchaser on behalf of the Vendor pursuant to the laws of Chile in connection with the sale of the Purchased Shares (and, indirectly, the Escalones Property) by the Vendor to the Purchaser.

(kkkk) The Vendor and each of the Vendor Subsidiaries have duly filed all tax returns required to be filed by it, has paid all taxes shown to be due and payable on such returns, and has paid all assessments and re-assessments, and all other taxes and Governmental Charges due and payable by it on or before the date hereof and which are claimed by any Governmental Authority to be due and owing and adequate provision has been made on the books of the Vendor and each of the Vendor Subsidiaries for taxes payable for the current period for which tax returns are not yet required to be filed.

(llll) There are no agreements, waivers or other arrangements providing for any extension of time with respect to the filing of any tax returns by, or payment of any tax or Governmental Charge against the Vendor and each of the Vendor Subsidiaries, and, to the knowledge of the Vendor and the Vendor Parent, there are no actions, suits, proceedings, investigations or claims now threatened or pending against the Vendor or any of the Vendor Subsidiaries with respect to taxes, Governmental Charges or assessments, or any other matters under discussion with any governmental authority, relating to taxes, Governmental Charges or assessments asserted by any such authority and the Vendor and each of the Vendor Subsidiaries have withheld from payments made to any of its current and former officers, directors, consultants, contractors, creditors and shareholders, the amount of all taxes, including but not limited to income tax, and other deductions required to be withheld therefrom and have paid the same to the proper tax or other receiving offices within the time required under any applicable tax legislation.

(mmmm) Each of the Vendor Subsidiaries has made all elections required to be made pursuant to Part III of the *Income Tax Act* (Canada) in connection with any distributions by it and all such elections were true and correct and in the prescribed form and were made within the prescribed time periods.

(nnnn) There are no taxes, assessments, re-assessments, or levies of whatsoever nature which any of the Vendor Subsidiaries is required or shall or could be required by law to withhold, collect or pay and for which the Purchaser could become liable, including, without limitation, pension plan payments, non-resident withholding tax or similar assessments.

(oooo) The Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

Indebtedness and Guarantees

(pppp) Neither the Vendor nor any of the Vendor Subsidiaries is a party to any agreement of guarantee, indemnification or assumption of the obligations of a third party, or other like commitment, contingent or otherwise, including endorsements or other contingent Liabilities.

(qqqq) Neither the Vendor nor any of the Vendor Subsidiaries has any outstanding bonds, debentures, mortgages, promissory notes or other evidence of indebtedness, and none of the Vendor or any Vendor Subsidiaries are bound under any agreement to create or issue any bonds, debentures, mortgages, promissory notes or other evidence of indebtedness.

Insurance

(rrrr) TMI Chile maintains, and has maintained, insurance in force against loss on its Assets, against such risks, in such amounts and to such limits, as is in accordance with prudent business practices prevailing in the mining industry in Chile and having regard to the location, age and character of its Assets and has complied with all requirements of such insurance, including the prompt giving of any notice of any claim or possible claim thereunder, and all such insurance policies have been issued by reputable insurers in the market. Particulars of all insurance policies maintained by TMI Chile and all claims made thereunder within the past five (5) years are set forth in Schedule "E".

Broker's Fees

(ssss) There are no broker's or finder's fees or liability, contingent or otherwise, owed to any person in respect of the transactions contemplated hereby.

Copies of Documents

(tttt) True, correct and complete copies of all agreements, instruments and other documents referred to in this Agreement or listed in the Schedules have been delivered to the Purchaser or the Purchaser Parent, as the case may be.

4.2 Accuracy and Survival of Representations and Warranties; Indemnity

(a) The representations and warranties of the Vendor and the Vendor Parent contained in Section 4.1 and elsewhere in this Agreement, and in any Certificate or other material delivered under this Agreement, are accurate and complete in all material respects, do not contain any untrue statement of any material facts or, considered in the context in which presented, omit to state a material fact necessary in order to make the statements and information contained herein and therein not misleading.

(b) The representations and warranties hereinbefore set out are conditions upon which the Purchaser and the Purchaser Parent have relied in entering into this Agreement and shall survive the Closing for a period of two (2) years, and each of the Vendor and the Vendor Parent hereby jointly and severally indemnifies and saves the Purchaser and the Purchaser Parent harmless from all Losses arising out of or in connection with any breach of any representation or warranty made by them and contained in this Agreement and in any Certificate or other material delivered under this Agreement; provided that no obligation on the part of the Vendor and the Vendor Parent to indemnify the Purchaser and the Purchaser Parent under this Section 4.2(a) shall arise until the aggregate amount of all Losses of the Purchaser and the Purchaser Parent in respect of which a claim for indemnity has been made by the Purchaser or Purchaser Parent exceeds $50,000, and such obligation shall only apply to the aggregate amount of such Purchaser and Purchaser Parent Losses in excess of $50,000 and in any event the maximum amount in respect of which the Vendor and the Vendor Parent shall be liable shall not exceed the amount of the Purchase Price.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF PURCHASER AND PURCHASER PARENT

5.1 Representations and Warranties

Each of the Purchaser and the Purchaser Parent jointly and severally represents and warrants to the Vendor as follows:

Organization and Corporate Power

(a) Each of the Purchaser and the Purchaser Parent is a corporation duly incorporated and organized, and validly existing under the laws of the Province of British Columbia and no proceedings have been instituted or are pending for the dissolution or liquidation or winding-up of the Purchaser or the Purchaser Parent.

(b) Each of the Purchaser and the Purchaser Parent has the corporate power to own or lease its Assets, to carry on its Business as now being conducted by it, to enter into this Agreement and perform its obligations hereunder, and each of the Purchaser and the Purchaser Parent is duly qualified, authorized and licensed as a corporation to do business in each jurisdiction in which the nature of the Business or the property and Assets owned or leased by it makes such qualification, authorization or license necessary.

Capitalization

(c) As at the date hereof, the authorized share capital of the Purchaser consists of an unlimited number of common shares without par value.

(d) As at the date hereof, the issued and outstanding share capital of the Purchaser consists of one (1) common share without par value, which has been issued as fully paid and non-assessable registered in the name of the Purchaser Parent, and there are no other outstanding Equity Securities of the Purchaser.

(e) Immediately prior to the Closing, the issued and outstanding share capital of Wealth Chile shall consist of 1,000 registered shares, all of the same series and without par value, all of which shall be issued as fully paid and non-assessable registered in the name of the Purchaser, and there shall be at the Closing Time no outstanding Equity Securities of Wealth Chile, and no outstanding options or rights to subscribe for or to receive any Equity Securities in the capital of Wealth Chile.

(f) The Purchaser Parent beneficially owns all of the issued and outstanding Equity Securities in the Purchaser and no other person holds any Equity Securities of any of the Purchaser or Wealth Chile or has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement for the purchase, subscription or issuance of any unissued Equity Securities of the Purchaser.

Authority and Binding Obligations; No Actions

(g) Each of the Purchaser and the Purchaser Parent has all necessary corporate power and capacity to enter into this Agreement and carry out the performance of the Agreement, including the purchase of the Purchased Shares from the Vendor and the Going-Public Transaction in the manner contemplated herein.

(h) The entry into and performance of this Agreement by each of the Purchaser and the Purchaser Parent has been duly authorized by the directors of the Purchaser and the Purchaser Parent, as applicable, and prior to the Closing Time, each of the Purchaser and the Purchaser Parent shall have taken all necessary actions, steps and corporate and other proceedings to authorize the purchase of the Purchased Shares by the Purchaser from the Vendor and to complete the Escalones Transaction and the Going-Public Transaction.

(i) There is no Action, including appeals and applications for review, in progress or, to the knowledge of the Purchaser and the Purchaser Parent, threatened against or related to the Purchased Shares or which would affect the ability of the Purchaser to purchase the Purchased Shares in the manner contemplated herein.

Execution and Delivery

(j) The execution and delivery of this Agreement by each of the Purchaser and the Purchaser Parent and the consummation of the transactions contemplated hereby do not constitute a breach or a default under the terms of the articles, by-laws or other constating documents of each of the Purchaser and the Purchaser Parent, nor under any agreement to which either the Purchaser or the Purchaser Parent is a party or by which it is bound.

(k) None of the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby by any of the Purchaser or the Purchaser Parent shall require any action, consent, approval or notice under any agreement, contract, instrument, arrangement, permit or understanding to which any member of the Wealth Group is a party or by which is bound.

(l) This Agreement has been duly executed and delivered by each of the Purchaser and the Purchaser Parent. All documents required hereunder to be executed and delivered by the Purchaser and the Purchaser Parent shall have been duly executed and delivered by each of the Purchaser and the Purchaser Parent, and this Agreement does and such documents and instruments shall, constitute legal, valid and binding obligations of each of the Purchaser and the Purchaser Parent enforceable in accordance with its terms, subject to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other Laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunction are only available in the discretion of the court from which they are sought.

Consideration Shares

(m) As at the Closing Time and excluding any Purchaser Shares issued pursuant to the Concurrent Financing, the Consideration Shares shall represent 50% of the issued and outstanding capital of the Purchaser.

(n) All necessary corporate action shall have been taken by the Purchaser at or prior to the Closing Time to authorize and give effect to the issuance of the Consideration Shares to the Vendor, and on the Closing, the Vendor shall have good and marketable title to the Consideration Shares.

Subsidiaries

Due Incorporation, Capitalization, Allotment and Issuance of Shares

(o) The only subsidiary of the Purchaser is Wealth Chile.

(p) Except for the shares owned by the Purchaser in the capital of the Wealth Chile, neither the Purchaser nor Wealth Chile owns any shares or other Equity Securities of, or have any interest in the Assets or Business of, any other person, and neither the Purchaser nor Wealth Chile has not agreed to become a partner, member, owner, proprietor or equity investor of or in any partnership, joint venture, co-tenancy or other similar jointly-owned business undertaking.

(q) Wealth Chile has been duly incorporated and organized pursuant to the laws of Chile and is in good standing in filing all returns and notices required pursuant to the laws of Chile and any other jurisdiction where such registration is necessary for the Business of Wealth Chile.

(r) As at the Closing Time, the issued and outstanding share capital of Wealth Chile shall consist of 1,000 registered shares, all of the same series and equal value, without par value, all of which shall be issued as fully paid and non-assessable registered in the name of the Purchaser, and there shall be at the Closing Time no outstanding Equity Securities of Wealth Chile which are convertible into common shares of Wealth Chile and no outstanding options or rights to subscribe for the issuance of or receive any Equity Securities of Wealth Chile.

Business

(s) The Business of Wealth Chile has been and shall continue to be until the Closing Date carried on in the ordinary and normal course subject to the terms and conditions hereof.

(t) Wealth Chile has the corporate power to own its Assets and to carry on the Business presently carried on by it.

(u) The Purchaser and Wealth Chile have each obtained and is in material compliance with all licences, permits, certificates, consents, orders, grants and other authorizations of or from any Governmental Authority necessary to conduct its Business as it is now being conducted. To the knowledge of the Purchaser Parent, neither the Purchaser nor Wealth Chile is in violation, in any material respect, of the terms of such business permits nor is the use of its Assets, to the knowledge of the Purchaser Parent, in breach of any Applicable Laws.

(v) No member of the Wealth Group is a party to any contract, agreement, arrangement or commitment, whether written or oral, containing covenants limiting the Purchaser's or Wealth Chile's freedom to compete now or in future in any line of business with any person or in any area or territory.

Books and Records

(w) The minute books of the Purchaser and of the Wealth Chile contain complete and accurate, in all material respects, minutes of all meetings of the directors and shareholders of the Purchaser or Wealth Chile, held since its incorporation, all such meetings were duly called and held and all registers therein are complete and accurate in all material respects.

(x) To the knowledge of the Purchaser and the Purchaser Parent, the data and information in respect of the Assets, Liabilities, Business and operations of the Purchaser or Wealth Chile, provided by the Purchaser and the Purchaser Parent or their respective Representatives to the Vendor and the Vendor Parent or their respective Representatives is accurate and correct in all material respects as at the respective dates thereof and, in respect of any information provided or requested, the Purchaser Parent did not knowingly omit any material data or information necessary to make any data or information provided not misleading as at the respective dates thereof.

Material Agreements

(y) Neither the Purchaser nor Wealth Chile is a party to any Material Agreement, except as disclosed in Schedule "F" hereto. Each such Material Agreement is or shall be at the Closing Time in good standing in all material respects and in full force and effect and has not been amended, or shall not have been amended, as applicable, except as disclosed in Schedule "F" hereto, and, to the knowledge of the Purchaser and the Purchaser Parent, no breach of a term or event has occurred which could, with the passage of time or upon notice, constitute a default. Neither the Purchaser nor Wealth Chile owns any real property in fee simple.

Liabilities and Financial Matters

(z) Except as disclosed in Schedule "F" hereto, there are no agreements, contracts with, or advances, loans, guarantees, Liabilities or other obligations to, on behalf or for the benefit of, any shareholder, officer or director of any member of the Wealth Group, or any of their respective immediate family members, affiliates or associates with respect to the Purchaser and Wealth Chile, including in respect of the right, title and interest of Wealth Chile in the Cristal Property.

(aa) Except as disclosed in Schedule "I" hereto, the Purchaser does not have any Liabilities which are material to its affairs, Business, prospects, operations or condition, financial or otherwise, of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, and to the knowledge of the Purchaser and the Purchaser Parent, there is no existing condition, situation or set of circumstances which would reasonably be expected to result in such a Liability.

(bb) Except as disclosed in Schedule "I" hereto, neither the Purchaser nor Wealth Chile has any outstanding indebtedness or any Liabilities (excluding legal, accounting and consulting fees and expenses in connection with the Escalones Transaction, the Concurrent Financing and the Going-Public Transaction), which exceed $50,000.

Assets

(cc) The Cristal Property is comprised of the mineral exploitation concessions described in Schedule "B" hereto.

(dd) The Cristal Option Agreement is a valid and subsisting contract and is in full force and effect and unamended, except as disclosed in writing to the Vendor, and there is no adverse claim or challenge against or, to the knowledge of the Purchaser and the Purchaser Parent, pending or threatened, to the rights of Wealth Chile under the Cristal Option Agreement, and, as at the Closing Time, Wealth Chile shall be the sole and exclusive holder of the Cristal Option, which option shall be in good standing in accordance with the terms and conditions of the Cristal Option Agreement.

(ee) As at the Closing Time, the Cristal Assignment Agreement shall be a valid and subsisting contract and shall be in full force and effect and unamended, except as disclosed in writing to the Vendor, and there shall be no adverse claim or challenge against or, to the knowledge of the Purchaser and the Purchaser Parent, pending or threatened, to the rights of Wealth Chile under the Cristal Option Agreement.

(ff) As at the Closing Time, Wealth Chile shall own, possess and have good and marketable title to its Assets free and clear of all Encumbrances, other than Permitted Encumbrances, and at the Closing

Time, the only Asset of Wealth Chile shall be Wealth Chile's right and option to acquire the Cristal Property in accordance with the terms and conditions of the Cristal Option Agreement.

(gg) Except as disclosed in Part III of Schedule "B" hereto, Burns is the sole legal and beneficial owner of an undivided 100% interest in the Cristal Property free and clear of all Encumbrances, other than Permitted Encumbrances, and without limiting the generality of the foregoing:

(i) there is no adverse claim or challenge (including from surface owners) against or, to the knowledge of the Purchaser and the Purchaser Parent, pending or threatened, to ownership or title of Burns in and to the Cristal Property or any portion thereof, nor, to the knowledge of the Purchaser and the Purchaser Parent, is there any basis therefore;

(ii) there are no outstanding agreements or options to acquire or purchase the Cristal Property or any portion thereof or interest therein; and

(iii) no person has any royalty or interest whatsoever in production or profits from the Cristal Property or any portion thereof, with the exception of (i) a 3% net smelter returns royalty on the sale of mineral products derived from the Cristal Property held by Burns (the "**Burns Royalty**"), of which up to 2% may be purchased by ENRG (or its assigns), in the event of a decision by Burns to sell, assign, transfer or otherwise dispose of the Burns Royalty, by paying no less than USD $2,000,000 for each percentage point, in accordance with the provisions of the Cristal Option Agreement; (ii) an additional 1% net smelter returns over royalty in favor of Condor Resources Inc., 100% of which can be purchased for USD $1,000,000 (the "**Condor Royalty**"); and (iii) should Wealth Copper exercise the Cristal Option in full resulting in the formation of joint venture between Wealth Chile (as to 70%) and ENRG Chile (as to 30%), a 2% net smelter returns royalty that shall be granted to a participant in the joint venture if its participating interest therein falls to 10% or less (the "**ENRG Royalty**"), provided that one-half (1%) of the ENRG Royalty can be purchased by the other party for USD $1,000,000.

(hh) The mineral exploitation concessions comprising the Cristal Property (i) were to the knowledge of the Purchaser and the Purchaser Parent, validly and properly located, staked and filed; (ii) were validly issued; (iii) are registered in the name of Burns in the Custodian of Mines of Arica and any other applicable public registries in Chile; and (iv) are presently in good standing, including with respect to the payment of all taxes and duties and the filing of all assessment reports required to date, subject to compliance with Applicable Laws in connection therewith, and the only agreements, deeds or other binding obligations in respect of the Cristal Property of any kind that Burns has entered into subsequent to his acquisition of the Cristal Property are those listed in Part II of Schedule "B" hereto.

(ii) No member of the Wealth Group has been served with notice of any Actions, actual, pending or threatened, against or affecting any member of the Wealth Group or that relates to or may have an adverse effect or claim on the Cristal Property or the other Assets of Wealth Chile or ownership and rights of Wealth Chile to explore and develop the Cristal Property, and it is not aware of any basis therefore.

(jj) Except as disclosed in Part II of Schedule "B" hereto, no member of the Wealth Group is a party to any agreements, deeds or other binding obligations with respect to the Cristal Property, including surface owner agreements, water use agreements or other rights or interests to the lands covered by the Cristal Property.

(kk) The terms of the mineral exploration concessions comprising the Cristal Property, and the Applicable Laws, allow for full, legal, binding and valid consent to access the surface area covered by the Cristal Property to carry out, subject to their respective terms and conditions, all activities reasonably contemplated for the exploration of the Cristal Property.

(ll) The Wealth Group has conducted all operations in Chile in material compliance with all Applicable Laws (including any applicable foreign corrupt practices legislation, labor, tax and Environmental Laws), and all orders, judgments, consents, permits and approvals of all applicable Governmental Authorities.

(mm) No member of the Wealth Group has received a notice from any competent regulatory authority that any activities on or in relation to the Cristal Property up to the date hereof are in material non-compliance with any Applicable Laws, and, to the knowledge of the Purchaser and the Purchaser Parent, no conditions exist which could give rise to the making of a remediation order or similar order in respect of the Cristal Property.

(nn) All work carried out on the Cristal Property or any portion thereof by or behalf of the Wealth Group, and to the knowledge of the Purchaser, by any predecessor in title, has been carried out in compliance in all material respects with Applicable Laws, including Environmental Laws.

Environmental

(oo) Except as disclosed in Schedule "B" hereto, the Cristal Property does not lie within any protected area, rescued area, reserve, reservation, reserved area, environmental or historic protected area, archeological site, mining and geological research zone or special needs lands as designated by any Governmental Authority having jurisdiction, or any other area subject to a legal or regulatory framework that would materially and adversely impair the exploration for minerals or the development of a mining project on the Cristal Property.

(pp) To the knowledge of the Purchaser and the Purchaser Parent, there has been no material 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 Applicable Laws) from, on, in or under the Cristal Property or into the environment, except releases expressly permitted or otherwise authorized by Applicable Laws.

(qq) To the knowledge of the Purchaser and the Purchaser Parent and except as is expressly permitted by the terms of any lease, license, authorization or other contract comprising a portion of the Cristal Property, no toxic or Hazardous Substance or waste has been treated, disposed of or is located or stored on the Cristal Property as a result of activities of the Wealth Group or their respective predecessors in title or interest.

(rr) To the knowledge of the Purchaser and the Purchaser Parent, there are no Environmental Liabilities that have not been disclosed to the Vendor; neither of the Purchaser nor the Purchaser Parent is aware of any past violations by it or by any of its predecessors in title of any Environmental Laws or other Laws affecting or pertaining to the Cristal Property, nor any past creation of damage or threatened damage to the air, soil, surface waters, groundwater, flora, fauna or other natural resources on, about, or in the general vicinity of the Cristal Property; no member of the Wealth Group has received any notice of any breach of any Applicable Laws, and neither of the Purchaser nor the Purchaser Parent have knowledge of any facts which would lead a well-informed operator in the mining industry to believe that there are any Environmental Liabilities associated with the Cristal Property and to knowledge of the Purchaser and the Purchaser Parent, there are no environmental audits, evaluations or studies relating to the Cristal Property.

(ss) No member of the Wealth Group has received any notice, whether written or oral, from any person indicating that any remedial or corrective action is necessary to ensure that the conduct of Wealth

Chile or the Business of Wealth Chile is in material compliance with Environmental Law is required or is being currently undertaken.

(tt) To the knowledge of the Purchaser and the Purchaser Parent:

(i) there is no pending or ongoing claims or actions taken by or on behalf of any aboriginal or indigenous persons with respect to any lands forming part of the Cristal Property;

(ii) no member of the Wealth Group has entered into any negotiations with any aboriginal or indigenous persons or groups with respect of the Cristal Property; and

(iii) no member of the Wealth Group, or any predecessor in title, has entered into any agreements, understandings or commitments, including impact and benefits agreements, with any aboriginal or indigenous persons or groups or similar group with respect to the Cristal Property.

(uu) To the knowledge of the Purchaser and the Purchaser Parent and as of date first above written, Burns and the Wealth Group, as applicable, has complied in all material respects with all legislative requirements and any contractual obligations in relation to claims of such persons relevant to the Cristal Property under Applicable Laws, including international treaties.

(vv) No member of the Wealth Group has notice, or knowledge of, any proposal to terminate or vary the terms of, or rights attaching to, the Cristal Property or the other Assets of Wealth Chile from any Governmental Authority.

Litigation

(ww) There are no judgments unsatisfied against the Purchaser or Wealth Chile or any consent decrees or injunctions to which the Purchaser or Wealth Chile is subject or bound and there are no actions, suits or proceedings (whether or not purportedly on behalf of the Purchaser or Wealth Chile) commenced, pending or, to the knowledge of the Purchaser and the Purchaser Parent, threatened against or affecting the Purchaser or Wealth Chile at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which Action involves the possibility of any judgment against or liability of the Purchaser or Wealth Chile. Neither the Purchaser nor the Purchaser Parent is aware of any existing ground on which any such Action might be commenced with any reasonable likelihood of success.

(xx) Neither the Purchaser nor Wealth Chile is subject to any judgment, order, writ, injunction or decree of any Governmental Authority which would prevent the carrying out of this Agreement or consummation of the Escalones Transaction, the Concurrent Financing and the Going-Public Transaction.

Bankruptcy and Insolvency Matters

(yy) No Action has been commenced or filed by or against any member of the Wealth Group which seeks or may lead to receivership, bankruptcy, a commercial proposal or similar proceeding, of any member of the Wealth Group, the adjustment, compromise or composition of claims against it or the appointment of a trustee, receiver, liquidator, custodian, or other similar officer for the member or any portion of the Assets belonging the Wealth Group. No such Action has been authorized or is being considered by or on behalf of any member of the Wealth Group and no creditor or equity security holder of any member of the Wealth Group has provided any notice, whether written or oral, of any threat to commence or advise that it may commence any such Action or proceeding.

(zz) No member of the TMI Group has made nor is it considering making an assignment for the benefit of its creditors, and has not requested nor has it considered requesting a meeting of its creditors to seek a reduction, compromise, composition, or other accommodation with respect to its indebtedness.

Taxes

(aaa) The Purchaser and Wealth Chile have each duly filed all tax returns required to be filed by it, has paid all assessments and re-assessments, and all other taxes and Governmental Charges due and payable by it on or before the date hereof and which are claimed by any Governmental Authority to be due and owing and adequate provision has been made on the books of the Purchaser and Wealth Chile for taxes and governmental charges payable for the current period for which tax returns are not yet required to be filed.

Indebtedness and Guarantees

(bbb) Neither the Purchaser nor Wealth Chile is a party to any agreement of guarantee, indemnification or assumption of the obligations of a third party, or other like commitment, contingent or otherwise, including endorsements or other contingent Liabilities.

(ccc) Neither the Purchaser nor Wealth Chile has any outstanding bonds, debentures, mortgages, promissory notes or other evidence of indebtedness, and neither the Purchaser nor Wealth Chile is bound under any agreement to create or issue any bonds, debentures, mortgages, promissory notes or other evidence of indebtedness.

Copies of Documents

(ddd) True, correct and complete copies of all agreements, instruments and other documents referred to in this Agreement or listed in the Schedules have been delivered to the Vendor or the Vendor Parent, as the case may be.

5.2 Accuracy and Survival of Representations and Warranties; Indemnity

(a) The representations and warranties of the Purchaser and the Purchaser Parent contained in Section 5.1 and elsewhere in this Agreement, and in any Certificate or other material delivered under this Agreement, are accurate and complete in all material respects, do not contain any untrue statement of any material facts or, considered in the context in which presented, omit to state a material fact necessary in order to make the statements and information contained herein and therein not misleading.

(b) The representations and warranties hereinbefore set out are conditions upon which the Vendor and the Vendor Parent have relied in entering into this Agreement and shall survive the Closing for a period of two (2) years, and each of the Purchaser and the Purchaser Parent hereby jointly and severally indemnify and save the Vendor and the Vendor Parent harmless from all Losses arising out of or in connection with any breach of any representation or warranty made by them and contained in this Agreement; provided that no obligation on the part of the Purchaser and the Purchaser Parent to indemnify the Vendor and the Vendor Parent under this Section 5.2(b) shall arise until the aggregate amount of all Losses of the Vendor and the Vendor Parent in respect of which a claim for indemnity has been made by the Vendor or the Vendor Parent exceeds $50,000, and such obligation shall only apply to the aggregate amount of such Vendor and Vendor Parent Losses in excess of $50,000 and, in any event, the maximum amount in respect of which the Purchaser and the Purchaser Parent shall be liable shall not exceed the amount of the Purchase Price.

ARTICLE 6
CONDUCT OF BUSINESS PRIOR TO CLOSING

6.1 Conduct of Vendor

(a) Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing Time, the Vendor covenants and agrees that it shall:

(i) continue in force all existing policies of insurance, if any, presently maintained with respect to the Assets being acquired by the Purchaser pursuant to the Escalones Transaction;

(ii) comply with all Applicable Laws affecting the operation of its Business and pay all applicable taxes and Governmental Charges;

(iii) pay and discharge all of its Liabilities arising in the ordinary course of its Business, consistent with its past practice, except for such Liabilities as may be contested by the Vendor in good faith;

(iv) obtain, or provide the Wealth Group with all co-operation or support reasonably required to allow the Wealth Group and their respective Representatives to obtain, at or before the Closing Date, from all appropriate Governmental Authorities, any licences, permits, consents, approvals, certificates, registrations and authorizations required to permit the completion of the transactions contemplated by this Agreement; and

(v) take all actions, steps and proceedings that are necessary or desirable to approve or authorize, or to validly and effectively undertake, the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement.

(b) Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing Time, each of the Vendor and the Vendor Parent covenants and agrees that it shall cause each of the Vendor Subsidiaries to:

(i) conduct its Business only in the ordinary course thereof in compliance in all material aspects with all Applicable Laws and its licenses and permits, and not enter into any transaction or take any action which would result in a breach or render untrue any representations, warranties, covenants or other obligations of the Vendor or the Vendor Parent contained herein;

(ii) continue in force all existing policies of insurance, if any, presently maintained with respect to the Assets being acquired by the Purchaser pursuant to the Escalones Transaction;

(iii) comply with all Applicable Laws affecting the operation of its Business and pay all applicable taxes and Governmental Charges;

(iv) pay and discharge all of its Liabilities arising in the ordinary course of its Business, consistent with its past practice, except for such Liabilities as may be contested by the Vendor or the applicable Vendor Subsidiary, as the case may be, in good faith;

(v) obtain, or provide the Wealth Group with all co-operation or support reasonably required to allow the Wealth Group and their respective Representatives to obtain, at or before the Closing Date, from all appropriate Governmental Authorities, any licences, permits, consents, approvals, certificates, registrations and authorizations required to permit the completion of the transactions contemplated by this Agreement;

(vi) preserve intact its Business and Assets, operations and affairs and carry on its Business and affairs as currently conducted, and promote and preserve its respective goodwill; and

(vii) take all actions, steps and proceedings that are necessary or desirable to approve or authorize, or to validly and effectively undertake, the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement.

(c) Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing Time, each of the Vendor and the Vendor Parent further covenants and agrees that it shall not cause any Vendor Subsidiary to:

(i) transfer, assign, sell or otherwise dispose of any of its Assets or cancel any debts or claims except with the prior written consent of the Purchaser and the Purchaser Parent and, in any event, in the ordinary course of its Business and at fair market value;

(ii) incur or assume any obligation or liability (fixed or contingent), except unsecured current obligations and liabilities incurred in the ordinary course of its Business;

(iii) enter into or assume any agreement other than those which are made in the ordinary course of its Business and which would not create a material change in the Business or financial affairs of the Vendor Subsidiary;

(iv) issue any Equity Securities, and none of the terms of any Equity Securities of the Vendor Subsidiaries that are outstanding as of the date hereof shall be amended without the prior written consent of the Purchaser or the Purchaser Parent, not to be unreasonably withheld;

(v) subject to Section 6.1(b)(iv), discharge or satisfy any Encumbrances, or pay any obligation or liability (fixed or contingent), other than current Liabilities or the current portion of long term Liabilities disclosed in the TMI Financial Statements or in Schedule "H" hereto or current Liabilities incurred since the date thereof in the ordinary course of its Business;

(vi) suffer an operating loss or any extraordinary loss or enter into any material commitment or transaction not in the ordinary course of its Business;

(vii) waive or surrender any of the Escalones Mining Rights;

(viii) mortgage, pledge, subject to any lien, grant an option or a security interest in respect of or otherwise encumbered any of its Assets or property, whether real or personal and whether tangible or intangible; or

(ix) authorize or agree or otherwise become committed to do any of those actions described in Sections 6.1(c)(i) to (viii) inclusive.

6.2 Conduct of Purchaser

(a) Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing Time, the Purchaser covenants and agrees that it shall not:

(i) enter into or assume any agreement other than those which are made in the ordinary course of its Business and which would not create a material change in its Business or financial affairs; or

(ii) issue any Equity Securities, and none of the terms of any Equity Securities of the Purchaser that are outstanding as of the date hereof shall be amended without the prior written consent of the Vendor or the Vendor Parent, not to be unreasonably withheld.

(b) Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing Time, the Purchaser covenants and agrees that it shall or shall cause Wealth Chile to:

(i) conduct its Business only in the ordinary course thereof in compliance in all material aspects with all Applicable Laws and its licenses and permits, and not enter into any transaction or take any action which would result in a breach or render untrue any representations, warranties, covenants or other obligations of the Purchaser or the Purchaser Parent contained herein;

(ii) continue in force all existing policies of insurance, if any, presently maintained with respect to its Assets;

(iii) comply with all Applicable Laws affecting the operation of its Business and pay all applicable taxes and Governmental Charges;

(iv) pay and discharge all of its Liabilities arising in the ordinary course of its Business, consistent with its past practice, except for such Liabilities as may be contested by the Purchaser or Wealth Chile, as the case may be, in good faith;

(v) obtain, or provide the TMI Group with all co-operation or support reasonably required to allow the TMI Group and their respective Representatives to obtain, at or before the Closing Date, from all appropriate Governmental Authorities, any licences, permits, consents, approvals, certificates, registrations and authorizations required to permit the completion of the transactions contemplated by this Agreement;

(vi) preserve intact its Business and Assets, operations and affairs and carry on its Business and affairs as currently conducted, and promote and preserve its respective goodwill; and

(vii) take all actions, steps and proceedings that are necessary or desirable to approve or authorize, or to validly and effectively undertake, the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement.

(c) Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing Time, the Purchaser further covenants and agrees that it shall not and shall not cause Wealth Chile to:

(i) transfer, assign, sell or otherwise dispose of any of its Assets or cancel any debts or claims except in each case in the ordinary course of its Business and at fair market value;

(ii) incur or assume any obligation or liability (fixed or contingent), except unsecured current obligations and liabilities incurred in the ordinary course of its Business;

(iii) enter into or assume any agreement other than those which are made in the ordinary course of its Business and which would not create a material change in its Business or financial affairs;

(iv) subject to Section 6.2(b)(iv), discharge or satisfy any Encumbrances, or pay any obligation or liability (fixed or contingent), other than current Liabilities or the current portion of long term Liabilities disclosed in Schedule "I" hereto or current Liabilities incurred since the date thereof in the ordinary course of its Business;

(v) suffer an operating loss or any material extraordinary loss or enter into any material commitment or transaction not in the ordinary course of its Business;

(vi) waive or surrender any right of substantial value;

(vii) mortgage, pledge, subject to any lien, grant an option or a security interest in respect of or otherwise encumbered any of its Assets or property, whether real or personal and whether tangible or intangible; or

(viii) authorize or agree or otherwise become committed to do any of those actions described in Sections 6.2(c)(i) to (vii) inclusive.

ARTICLE 7
EXCLUSIVE DEALINGS

7.1 General

Each of the Vendor and Vendor Parent shall immediately cease and cause to be terminated all existing solicitations, initiations, encouragements, discussions and negotiations (including, without limitation, through any of their respective affiliates, Representatives or other parties on its behalf), if any, with any persons conducted before the date of this Agreement with respect to any Acquisition Proposal and shall immediately request the return or destruction of all information provided to any third parties who have entered into a confidentiality agreement with such party relating to an Acquisition Proposal and shall use all reasonable commercial efforts to ensure that such requests are honoured.

7.2 Prohibited Activities

Neither the Vendor nor the Vendor Parent shall, directly or indirectly, do or authorize or permit any of its Representatives to do, any of the following (as applicable):

(a) solicit, knowingly facilitate, initiate or encourage any Acquisition Proposal;

(b) enter into or participate in any discussions or negotiations regarding an Acquisition Proposal, or furnish to any other person any information with respect to its Businesses, properties, operations, prospects or conditions (financial or otherwise) in connection with an Acquisition Proposal or otherwise cooperate in any way with, or assist, participate in, facilitate or encourage, any effort or attempt of any other person to do or seek to do any of the foregoing;

(c) furnish or provide access to any information concerning it, the Vendor Subsidiaries or their respective Businesses, properties or Assets to any person in connection with, or that could reasonably be expected to lead to or facilitate, an Acquisition Proposal;

(d) waive any provisions of or release or terminate any confidentiality or standstill agreement between it and any person relating to an actual or potential Acquisition Proposal, or amend any such agreement or consent to the making of an Acquisition Proposal in accordance with the terms of such agreement;

(e) waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any rights or other benefits under confidential information agreements, including, without limitation, any "standstill provisions" thereunder; or

(f) accept, recommend, approve or enter into or propose publicly to accept, recommend, approve or enter into an agreement to implement an Acquisition Proposal;

provided, that notwithstanding any other provision hereof, the Vendor and the Vendor Parent and their respective Representatives may:

(g) enter into or participate in any discussions or negotiations with a third party who (without any solicitation, initiation or encouragement, directly or indirectly, after the date of this Agreement, by the Vendor and the Vendor Parent or any of their respective Representatives or other representative retained by it) seeks to initiate such discussions or negotiations in respect of an Acquisition Proposal and, subject to execution of a confidentiality and standstill agreement substantially similar to the provisions contained in Section 14.1 (provided that such confidentiality agreement shall provide for disclosure thereof, along with all information provided thereunder, to the Purchaser and the Purchaser Parent as set out below), may furnish to such third party information concerning the Vendor or the Vendor Subsidiaries and their respective Businesses, properties and Assets, in each case if, and only to the extent that:

(i) the third party has first made a written *bona fide* Acquisition Proposal that the board of directors of the Vendor or the Vendor Parent, as the case may be, determines in good faith:

(A) that funds or other consideration necessary for the Acquisition Proposal are or are likely to be available;

(B) would, if consummated in accordance with its terms, result in a transaction financially superior for shareholders of the Receiving Party (as defined below) than the transaction contemplated by this Agreement;

(C) is reasonably capable of completion in accordance with its terms taking into account all legal, financial, tax, regulatory and other aspects of such Acquisition Proposal; and

(D) after receiving the advice of outside counsel as reflected in minutes of the board of directors of such party, that the taking of such action is necessary for the board of directors in discharge of its fiduciary duties under Applicable Laws,

(such Acquisition Proposal being, a "**Superior Proposal**") provided that no Acquisition Proposal shall be a Superior Proposal if the Person making such Acquisition Proposal is in default of any standstill obligation with the Receiving Party; and

(ii) prior to furnishing such information to or entering into or participating in any such discussions or negotiations or entering into a confidentiality agreement with such third party, the Vendor or the Vendor Parent, as the case may be, shall: (A) provide prompt notice to the Purchaser and the Purchaser Parent to the effect that it is furnishing information to or entering into or participating in discussions or negotiations with such person together with a copy of the confidentiality agreement referenced above and, if not previously provided to the Purchaser and the Purchaser Parent, copies of all information provided to such third party concurrently with the provision of such information to such third party; and (B) notify each of the Purchaser and the Purchaser Parent orally and in writing of any inquiries, offers or proposals with respect to an Acquisition Proposal (which written notice shall include, without limitation, a copy of any such proposal (and any amendments or supplements thereto), the identity of the person making it, if not previously provided to the Purchaser and the Purchaser Parent, copies of all information provided to such third party and all other information reasonably requested by the Purchaser and the Purchaser Parent), within 24 hours of the receipt thereof, shall keep the Purchaser and the Purchaser Parent informed of the status and details of any such inquiry, offer or proposal and answer the Purchaser's and the Purchaser Parent's questions with respect thereto;

(h) comply with National Instrument 62-104 *Take-Over Bids and Issuer Bids* and similar provisions under applicable Securities Laws relating to the provision of directors' circulars and make appropriate disclosure with respect thereto to its securityholders; and

(i) accept, recommend, approve or enter into an agreement to implement a Superior Proposal from a third party, but only if prior to such acceptance, recommendation, approval or implementation, the board of directors of the Vendor or the Vendor Parent, as the case may be, shall have concluded in good faith, after considering all proposals to adjust the terms and conditions of this Agreement as contemplated by Section 7.3(a) and after receiving the advice of legal counsel as reflected in minutes of the board of directors of the Vendor or the Vendor Parent, as the case may be, that the taking of such action is necessary for the board of directors of such party in discharge of its fiduciary duties under Applicable Laws and the Vendor or the Vendor Parent, as the case may be, complies with its obligations set forth in Section 7.3(a), terminates this Agreement and pays the amount required by Section 11.1 to the Purchaser Parent.

7.3 Notice of Superior Proposal

(a) If either the Vendor or the Vendor Parent is in receipt of a Superior Proposal (in this Article 7, each a "**Receiving Party**"), such Receiving Party shall give the Purchaser and the Purchaser Parent (in this Article 7, collectively the "**Responding Parties**"), orally and in writing, at least ten (10) Business Days advance notice of any decision by the board of directors of the Receiving Party to accept, recommend, approve or enter into an agreement to implement a Superior Proposal, which notice shall confirm that the board of directors of the Receiving Party has determined that such Acquisition Proposal constitutes a Superior Proposal and the basis for such determination (including in the event the consideration includes non-cash consideration, the basis for the value of such non-cash consideration), shall identify the third party making the Superior Proposal and shall provide a true and complete copy thereof and any amendments thereto. During such ten (10) Business Day period, the Receiving Party agrees not to accept, recommend, approve or enter into any agreement to implement such Superior Proposal, and agrees not to release the party making the Superior Proposal from any standstill provisions and shall not withdraw, redefine, modify or change its approval in respect of the Escalones Transaction. In addition, during such ten (10) Business Day period, the Receiving Party shall, and shall cause its financial, if any, and legal advisors to, negotiate in good faith with the Responding Parties and their financial and legal advisors to make such adjustments in the terms and conditions of this Agreement and the Escalones Transaction as would enable the Receiving Party to proceed with the Escalones Transaction (as amended) rather than with the Superior Proposal. In the event the Responding Parties propose to amend this Agreement and the Escalones Transaction to provide the holders of the shares of the Vendor Parent (the "**Receiving Party Securities**") with a value per Receiving Party Security equal to or having a value greater than the value per Receiving Party Security provided in the Superior Proposal and so advises the board of directors of the Receiving Party prior to the expiry of such ten (10) Business Day period, the Receiving Party and the Responding Parties shall enter into an amended version of this Agreement reflecting such proposed amendments, and take such other actions and execute such other documents as are necessary to give effect to such amendments, as soon as is reasonably practicable thereafter and, for greater certainty, the board of directors of the Receiving Party shall not accept, recommend, approve or enter into any agreement to implement such Superior Proposal and shall not release the party making the Superior Proposal from any standstill provisions and shall not withdraw, redefine, modify or change its recommendation in respect of the Escalones Transaction.

(b) Each of the Vendor and the Vendor Parent also acknowledges and agrees that each successive material modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for purposes of the requirement under this Article 7 to initiate an additional ten (10) Business Day notice period.

(c) Each of the Purchaser and the Purchaser Parent agrees that all information that may be provided to it by the Vendor and the Vendor Parent with respect to any Superior Proposal pursuant to this Article 7 shall be treated as if it were "Confidential Information" as that term is defined herein and shall not be disclosed or used except in accordance with the provisions of Article 14 or in order to enforce its rights under this Agreement in legal proceedings or if required to be disclosed pursuant to Applicable Law.

(d) Each of the Vendor and the Vendor Parent shall ensure that its Representatives are aware of the provisions of this Article 7. Each of the Vendor and the Vendor Parent shall be responsible for any breach of this Article 7 by such party's Representatives.

ARTICLE 8
CONDITIONS PRECEDENT TO CLOSING

8.1 Mutual Conditions Precedent

The obligations of the Purchaser and the Vendor to complete the purchase and sale of the Purchased Shares contemplated herein at the Closing is subject to the following conditions precedent being satisfied:

(a) the Closing shall have occurred on or prior to the Outside Date; and

(b) if required, the TSX shall have accepted the filing of the Escalones Transaction and this Agreement, and the Vendor Parent shall have satisfied any conditions imposed thereon by the TSX.

The foregoing conditions precedent are for the mutual benefit of the Purchaser, on the one hand, and the Vendor, on the other hand, and may be asserted by the Purchaser and the Vendor regardless of the circumstances and may be waived by each of the Purchaser and the Vendor in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which either the Purchaser and the Vendor may have. If any of the said conditions precedent shall not have been satisfied or waived in writing by both the Purchaser and the Vendor on or before the date required for their performance and provided such non-compliance did not arise from the acts or omissions of the party wishing to terminate, either the Purchaser or the Vendor may terminate this Agreement by written notice to the other parties in addition to the other rights and remedies it may have at law or in equity against such other parties.

8.2 Conditions Precedent for Purchaser

The obligation of the Purchaser to complete the purchase of the Purchased Shares contemplated herein at the Closing is subject to the following conditions precedent being satisfied:

(a) each of the Vendor and the Vendor Parent shall have performed and complied in all material respects with all of its covenants and obligations required to be performed by such person hereunder at the Closing Date;

(b) the representations and warranties of the Vendor and the Vendor Parent contained in this Agreement shall be true and accurate, in all material respects, at the Closing Date with the same force and effect as if they had been made at such date;

(c) each of the Vendor and the Vendor Parent shall have delivered certificates of an officer of each of the Vendor and the Vendor Parent confirming that all covenants, representations and warranties made by the Vendor and the Vendor Parent, respectively, hereunder shall have been complied with and remain true, in all material respects, at the Closing Date;

(d) as at the Closing Date, the transactions contemplated by this Agreement shall comply with all legal requirements and restrictions and there shall be no prohibition at law against the transactions contemplated hereby;

(e) as at the Closing Date, no Action shall be pending or threatened against any member of the TMI Group before any Governmental Authority which might result in impairment or loss of the Escalones Property, in whole or in part;

(f) since the date of this Agreement, there shall not have been any material adverse change in the financial position or the Assets of any of the Vendor Subsidiaries;

(g) each of the Vendor and the Vendor Parent shall have taken all necessary corporate or other actions to complete the Escalones Transaction to the satisfaction of the Purchaser, acting reasonably, including obtaining approval of the transfer of the Purchased Shares and this Agreement by a shareholder resolution of the Vendor, and the directors of each of the Vendor, ECC and SMC;

(h) in connection with a consent and pledge dated December 6, 2017 between the Vendor Parent and the Funder in respect of the third funding agreement dated March 23, 2013 for the UNCITRAL arbitration with the Bolivian government, the Vendor and the Vendor Parent shall have delivered to the Purchaser and the Purchaser Parent such written confirmation as the Purchaser and its legal counsel may reasonably require (including a written consent of the Funder) as to the right and authority of the Vendor to sell and assign the Purchased Shares, without Encumbrance, to the Purchaser;

(i) except as agreed upon in writing by the Purchaser, all contracts or agreements between any of the Vendor Subsidiaries, on the one hand, and any member of the TMI Group or any of their immediate family members, affiliates or associates on the other hand, shall be terminated immediately prior to the Closing;

(j) on the Closing Date, there shall be no rights or interest owned or held by (i) the Vendor, other than the shares of ECC and SMC; and (ii) by ECC and SMC, other than the shares of TMI Chile; and

(k) each of the Vendor and the Vendor Parent shall have delivered, or caused to be delivered to the Purchaser and the Purchaser Parent, as applicable, the closing deliverables set forth in Section 9.2.

The foregoing conditions precedent are for the exclusive benefit of the Purchaser and may be asserted by the Purchaser regardless of the circumstances or may be waived by the Purchaser in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have. If any of the said conditions precedent shall not have been satisfied or waived in writing by the Purchaser on or before the date required for their performance and provided such non-compliance did not arise from the acts or omissions of the Purchaser, then the Purchaser may terminate this Agreement by written notice to the Vendor and the Vendor Parent in addition to the other rights or remedies it may have at law or in equity against the Vendor and the Vendor Parent.

8.3 Conditions Precedent for Vendor

The obligation of the Vendor to complete the sale of the Purchased Shares contemplated at the Closing is subject to the following conditions precedent being satisfied:

(a) each of the Purchaser and the Purchaser Parent shall have performed and complied in all material respects with all of its covenants and obligations required to be performed by such person hereunder at the Closing Date;

(b) the representations and warranties of the Purchaser and the Purchaser Parent contained in this Agreement shall be true and accurate, in all material respects, at the Closing Date with the same force and effect as if they had been made at such date;

(c) each of the Purchaser and the Purchaser Parent shall have delivered certificates of an officer of each of the Purchaser and the Purchaser Parent confirming that all covenants, representations and warranties made by the Purchaser and the Purchaser Parent, respectively, hereunder shall have been complied with and remain true, in all material respects, at the Closing Date;

(d) as at the Closing Date, the transactions contemplated by this Agreement shall comply with all legal requirements and restrictions and there shall be no prohibition at law against the transactions contemplated hereby;

(e) as at the Closing Date, no Action shall be pending or threatened against the Wealth Group before any Governmental Authority which might result in impairment or loss of the Cristal Property, in whole or in part;

(f) each of the Purchaser and the Purchaser Parent shall have taken all necessary corporate or other actions to complete the Escalones Transaction to the satisfaction of the Vendor, acting reasonably, including obtaining approval of the purchase of the Purchased Shares, the issuance of the Consideration Shares, the granting of the Escalones Royalty and this Agreement by the directors of the Purchaser;

(g) the assignment of the Cristal Option by ENRG Chile to Wealth Chile pursuant to the Cristal Assignment Agreement shall have been completed and search results of the applicable registries maintained by the Custodian of Mines of Arica evidencing the assignment shall have been provided to the Vendor or the Vendor Parent;

(h) since the date of this Agreement, there shall not have been any material adverse change in the financial position or the Assets of the Purchaser or Wealth Chile;

(i) the Purchaser shall have entered in the Going-Public LOI with ListingCo;

(j) each of ENRG Chile and Wealth Chile shall have executed and delivered the Cristal Assignment Agreement;

(k) TMI Chile shall have executed and delivered the Escalones Royalty Agreement;

(l) TMI Chile shall have executed the transfer and assignment agreement of the Aguila NSR; and

(m) each of the Purchaser and the Purchaser Parent shall have delivered, or caused to be delivered to the Vendor and the Vendor Parent, as applicable, the closing deliverables set forth in Section 9.3.

The foregoing conditions precedent are for the exclusive benefit of the Vendor and may be asserted by the Vendor regardless of the circumstances or may be waived by the Vendor in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have. If any of the said conditions precedent shall not have been satisfied or waived in writing by the Vendor on or before the date required for their performance and provided such non-compliance did not arise from the acts or omissions of the Vendor, then the Vendor may terminate this Agreement by written notice to the Purchaser and the Purchaser Parent in addition to the other rights or remedies it may have at law or in equity against the Purchaser and the Purchaser Parent.

8.4 Notice and Effect of Failure to Comply with Conditions

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

(b) If any of the conditions precedent set forth in Sections 8.1, 8.2 or 8.3 shall not be complied with or waived by the party for whose benefit such conditions are provided on or before the date required for the performance thereof, then a party for whose benefit the condition precedent is provided may, in addition to any other remedies they may have at law or equity, rescind and terminate this Agreement; provided that the party intending to rely on such rescission or termination has delivered a written notice to the other parties, specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable conditions precedent and the party in breach shall have failed to cure such breach within ten (10) Business Days of receipt of such written notice thereof (except that no cure period shall be provided for a breach which by its nature cannot be cured). More than one such notice may be delivered by a party.

8.5 Satisfaction of Conditions

The conditions set out in this Article 8 are conclusively deemed to have been satisfied, waived or released upon Closing.

ARTICLE 9
CLOSING MATTERS

9.1 Place of Closing

The Closing shall take place at the Closing Time at the offices of Lotz & Company located at 1040 West Georgia Street, Suite 1170, Vancouver, British Columbia, Canada on the Closing Date.

9.2 Closing Deliveries of Vendor and Vendor Parent

At the Closing each of the Vendor and the Vendor Parent, as applicable, shall deliver to the Purchaser and the Purchaser Parent the following documents:

(a) certificates of an officer of each of the Vendor and the Vendor Parent certifying that all covenants, representations and warranties made by the Vendor and the Vendor Parent, respectively, hereunder shall have been complied with and remain true at the Closing Date;

(b) the certificates representing the Purchased Shares, duly endorsed for transfer in order to fully and effectively transfer ownership of the Purchaser Shares to the Purchaser, together with the minute books and corporate seals, if any, of each of the Vendor Subsidiaries;

(c) the resignations of the directors and officers of each of the Vendor Subsidiaries, such resignations to be effective as at the Closing Date;

(d) a consent to act as director of the Vendor's nominee for appointment to the board of directors of the Purchaser;

(e) a certified copy of the special resolution of the shareholder of the Vendor approving the Escalones Transaction;

(f) a certified copy of the resolutions of the directors of each of ECC and SCM approving the Escalones Transaction, the transfer of the Purchased Shares to the Purchaser and the issuance of share certificates representing same;

(g) approval in writing of the Escalones Transaction from SLM Los Escalones;

(h) if applicable, final TSX acceptance for filing of the Escalones Transaction and this Agreement;

(i) all information, data, records, reports, drill hole logs, calculations, opinions, maps, charts, drawings, sketches, plans, agreements, documents, summaries, memoranda, studies, analysis and other information in written, physical or electronic form in its possession or control in respect of the Escalones Property;

(j) written consent of the Funder as to the right and authority of the Vendor to sell and assign the Purchased Shares to the Purchaser; and

(k) any other certificate or document expressly contemplated by this Agreement or reasonably requested by the Purchaser or the Purchaser Parent.

9.3 Closing Deliveries of Purchaser and Purchaser Parent

At the Closing each of the Purchaser and the Purchaser Parent, as applicable, shall deliver to the Vendor and the Vendor Parent the following documents:

(a) certificates of an officer of each of the Purchaser and the Purchaser Parent certifying that all covenants, representations and warranties made by the Purchaser and the Purchaser Parent, respectively, hereunder shall have been complied with and remain true and correct as at the Closing Date;

(b) a share certificate representing the Consideration Shares registered in the name of the Vendor, or otherwise as instructed by the Vendor;

(c) a certified copy of the resolutions of the shareholder of the Purchaser appointing the Vendor's nominee as a director of the Purchaser;

(d) a certified copy of the resolutions of the directors of the Purchaser approving the Escalones Transaction, the Going-Public Transaction and the issuance of the Consideration Shares to the Vendor and the share certificate evidencing same;

(e) a duly executed Going-Public LOI with ListingCo, in form and substance satisfactory to the Vendor or the Vendor Parent, acting reasonably;

(f) a duly executed royalty agreement in the form attached as Schedule "J" hereto providing for the grant of the Escalones Royalty to the Vendor; and

(g) any other certificate or document expressly contemplated by this Agreement or reasonably requested by the Vendor or the Vendor Parent.

ARTICLE 10
ARBITRATION

10.1 Dispute Resolution

If there is any disagreement, dispute or controversy (in this Article 10, collectively, a "**Dispute**") between the parties with respect to any matter arising under this agreement or the construction hereof, then the Dispute shall be determined by arbitration. If, within 15 days of one party giving notice to the other party that it would be referring a Dispute to arbitration, the parties have not agreed on a single arbitrator to hear the Dispute, then the arbitration shall be heard before a panel of three (3) arbitrators, one (1) selected by the Purchaser, one (1) selected by the Vendor, and one (1) selected by the two (2) arbitrators appointed by the parties. No person shall be appointed as an arbitrator hereunder unless such person has at least ten (10) years' experience in the matter or matters that are the subject of the dispute and agrees in writing to act.

10.2 Conduct of Arbitration

Any arbitration shall be conducted in Vancouver, British Columbia through the British Columbia International Commercial Arbitration Centre, under its *Revised Domestic Commercial Arbitration Rules of Procedure* and the decision of the arbitrator(s) shall be made within 30 days following his/their being named, subject to any reasonable delay due to unforeseen circumstances. The language of the arbitral proceedings shall be English. The expense of the arbitration shall be paid as specified in the award. The parties agree that the award of the arbitrator(s) shall be final and binding upon each of them and shall not be subject to appeal.

ARTICLE 11
NON-COMPLETION FEE

11.1 Non-Completion Fee Payable to Purchaser Parent

If at any time after the date hereof and prior to termination hereof, any of the following occur:

(a) the board of directors of the Vendor or the Vendor Parent:

(i) withdraws, modifies, qualifies or changes any of its recommendations, approvals, resolutions or determinations in respect of the Escalones Transaction in a manner adverse to the Escalones Transaction or to the Purchaser or the Purchaser Parent, or shall have resolved to do so; or

(ii) fails to promptly reaffirm any of its recommendations, approvals, resolutions or determinations upon request from time to time by the Purchaser or the Purchaser Parent to do so; or

(b) the Vendor or the Vendor Parent accepts, approves or enters into an agreement with respect to a Superior Proposal (other than this Agreement or a confidentiality agreement contemplated by Article 7) prior to completion of the Escalones Transaction;

then, in the event of the termination of this Agreement, the Vendor Parent shall pay an amount equal to $750,000 plus GST (the "**TMI Non-Completion Fee**"), in immediately available funds to or to an account designated by the Purchaser within two (2) Business Days after the Agreement is terminated in accordance with Section 15.2(d)(iii). On the date of the earliest event described above in this Section 11.1, the Vendor Parent shall be deemed to hold the sum of the TMI Non-Completion Fee in trust for the Purchaser. For greater certainty, the TMI Non-Completion Fee shall only be required to be paid to the Purchaser once pursuant to the foregoing provisions.

11.2 Liquidated Damages

The parties acknowledge and agree that the payment of the TMI Non-Completion Fee set out in Section 11.1 is payment of liquidated damages which is a genuine pre-estimate of the damages which the Purchaser and the Purchaser Parent shall suffer or incur as a result of the event giving rise to such damages and are not penalties. Each of the Vendor and the Vendor Parent irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, the parties agree that payment pursuant to this Article 11 is the sole remedy of the Purchaser and the Purchaser Parent, and the Purchaser and the Purchaser Parent shall be precluded from any other remedy against the Vendor and the Vendor Parent and their respective Representatives in connection with this Agreement or the transactions contemplated hereby.

ARTICLE 12
NOTICES

12.1 General

Any notice, election, consent or other writing required or permitted to be given hereunder shall be deemed to be sufficiently given if delivered or if mailed by registered mail or by email or facsimile, addressed as follows:

(a) In the case of the Purchaser or the Purchaser Parent:

Wealth Copper Ltd.
1177 West Hastings Street, Suite 2300
Vancouver, British Columbia, V6E 2K3

Attention: Mr. Timothy McCutcheon
President
Fax: 604 408-7499
Email: TMcCutcheon@wealthminerals.com

with a copy to (which shall not constitute service):

Lotz & Company
1040 West Georgia Street, Suite 1170
Vancouver, British Columbia, V6E 4H1

Attention: Mr. Jonathan C. Lotz
Fax: 604-699-0112
Email: jlotz@lotzandco.com

(b) In the case of the Vendor or the Vendor Parent:

TriMetals Mining Inc.
580 Hornby Street, Suite 880
Vancouver, British Columbia, V6C 3B6

Attention: Mr. Matias Herrero
President and CEO
Fax: 604-684-0642
Email: mherrero@trimetalsmining.com

with a copy to (which shall not constitute service):

Gowling WLG (Canada) LLP
100 King Street West, Suite 1600
Toronto, Ontario, M5X 1G5

Attention: Mr. Brett Kagetsu and Ms. Tina Woodside
Fax: 416-862-7661
Email: brett.kagetsu@gowlingwlg.com and tina.woodside@gowlingwlg.com

and any such notice given as aforesaid shall be deemed to have been given to the parties if delivered, when delivered, or if mailed, on the fifth business day following the date of mailing, or, if faxed or emailed, on the next succeeding day following the faxing or emailing thereof; provided that, during the period of any postal interruption in either the country of mailing or the country of delivery, any notice given hereunder by mail shall be deemed to have been given only as of the date of actual delivery of the same. Any party may from time to time by notice in writing change its address for the purpose of this Section 12.1.

ARTICLE 13
PRIVACY MATTERS

13.1 General

(a) For the purposes of this Section 13.1, the following definitions shall apply:

(i) "**Applicable Privacy Laws**" means any and all Applicable Laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial Law.

(ii) "**Personal Information**" means information about an individual transferred to one party by the other in accordance with this Agreement and/or as a condition of the Escalones Transaction.

(b) The parties acknowledge that they are responsible for compliance at all times with Applicable Privacy Laws which govern the collection, use and disclosure of Personal Information acquired by or disclosed to the parties pursuant to or in connection with this Agreement (in this Section 13.1, the "**Disclosed Personal Information**").

(c) No party shall use the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Transaction.

(d) Each of the parties acknowledges and confirms that the disclosure of Personal Information is necessary for the purposes of determining if the parties shall proceed with the Escalones Transaction, and that the disclosure of Personal Information relates solely to the carrying on of the business and the completion of the Escalones Transaction.

(e) Each of the parties acknowledges and confirms that it has and shall continue to employ appropriate technology and procedures in accordance with Applicable Privacy Laws to prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.

(f) Each party shall at all times keep strictly confidential all Disclosed Personal Information provided to it, and shall instruct its Representatives responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the parties' obligations hereunder. Each party shall ensure that access to the Disclosed Personal Information shall be restricted to those Representatives of the respective party who have a *bona fide* need to access to such information in order to complete the Escalones Transaction.

(g) Each party shall promptly notify the other parties of all inquiries, complaints, requests for access, and claims of which the party is made aware in connection with the Disclosed Personal Information. The parties shall fully co-operate with one another, with the persons to whom the Personal Information relates, and any authorized authority charged with enforcement of Applicable Privacy Laws, in responding to such inquiries, complaints, requests for access, and claims.

(h) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of either party, the other parties shall forthwith cease all use of the Personal Information acquired by such other parties in connection with this Agreement and shall return to the requesting party or, at the requesting party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies).

ARTICLE 14
CONFIDENTIALITY

14.1 General

(a) any court, administrative law judge, arbitrator, mediator or other tribunal or Governmental Authority.

(b) Unless and until the Escalones Transaction has been completed, all documents and information received by a party from the other parties and their respective Representatives, or vice versa, in connection with the transactions contemplated herein (in this Article 14, "**Confidential Information**") shall be treated by the recipient party as confidential and shall not be disclosed to any other person (other than the recipient party's Representatives) except that such Confidential Information may be disclosed in order to comply with any Applicable Laws or order, judgment or decree of any court, tribunal or Governmental Authority and any matter connected thereto; provided that, in the event that a recipient party receives a request or is legally required to disclose Confidential Information, it shall notify the disclosing party of such request or requirement and the disclosing party may, at its own expense, seek to obtain any protective order to prevent or limit such disclosure. Without limiting the generality of the foregoing, the Purchaser and the Purchaser Parent agree to hold in strictest confidence all documents received from the TMI Group in respect of the UNCITRAL arbitration with the Bolivian government, including without limitation, any document in respect of the relations between the Vendor Parent and/or its affiliates and the Funder, irrespective of whether the Escalones Transaction has or has not been completed. The parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided further that, all monetary damages shall be limited to actual direct damages.

(c) If the Escalones Transaction is no completed, all Confidential Information and documents in any form or medium whatsoever, including without limitation, copies thereof derivative materials made therefore, shall be returned to the party originally delivering them, or at the direction of such party, destroyed.

(d) Notwithstanding the foregoing, none of the parties shall be required to return or destroy electronic copies of the Confidential Information which have been archived as part of its normal data backup procedure. Any electronic backup data and other copies of Confidential Information retained by the Parties pursuant to the preceding Sections shall remain subject to all restrictions and obligations contained in this Agreement.

14.2 Exclusions

Notwithstanding the foregoing, "**Confidential Information**" shall not include information that: (i) was already in the public domain at the time furnished or that subsequently becomes part of the public domain through no act or omission by a party or its Representatives in violation of this Agreement or any other confidentiality obligation; (ii) was in a recipient party's possession at the time furnished and was not directly or indirectly acquired by the recipient party under an obligation of confidence owed directly or indirectly to the disclosing party (whether arising by way of contract, legal, equitable or fiduciary obligation or otherwise); or (iii) was acquired by the recipient party on a non-confidential basis from a source other than the disclosing party or its Representatives (provided that same source is not, to the recipient party's knowledge, bound by a confidentiality agreement with the disclosing party or any of its Representatives).

14.3 Public Disclosures

(a) Each party hereto agrees (i) to consult with the other parties hereto before issuing any press release or making any public statement or disclosure with respect to this Agreement or the transactions contemplated hereby and thereby; and (ii) not to issue any such press release or make any such public statement or disclosure without the prior written consent of the other parties, not to be unreasonably withheld.

(b) Notwithstanding the foregoing provisions of this Article 14, the parties acknowledge that each of the Purchaser Parent and the Vendor Parent is a public company subject to certain continuous and other disclosure requirements under applicable Securities Laws and the rules and policies of the TSXV and the TSX, respectively. Accordingly, each of the Purchaser Parent and the Vendor Parent may without the prior written consent of the other parties make such public disclosure (whether written, oral, electronic or in any other form) with respect to this Agreement, the Escalones Transaction or any of the terms, conditions, or other aspects of the Escalones Transaction as contained in this Agreement as may be necessary, in the reasonable good faith judgement of that party, to comply with such continuous disclosure requirements; provided that if this Agreement is terminated for any reason whatsoever, then none of the WML Group or the TMI Group shall make any public statement or issue any press release concerning the termination of this Agreement without prior consultation with the other, except as may be necessary in the opinion of legal counsel to the WML Group or the TMI Group, as applicable, to comply with the requirements of any Applicable Laws or Governmental Authority having jurisdiction.

ARTICLE 15
AMENDMENT AND TERMINATION OF AGREEMENT

15.1 Amendment

This Agreement may at any time and from time to time be amended by written agreement of the parties without, subject to Applicable Laws, further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein.

15.2 Termination

(a) This Agreement may, prior to the Closing Time, be terminated by mutual written agreement of the parties.

(b) This Agreement may be terminated by either the Purchaser or the Vendor, with respect to the termination rights specified in Sections 8.1, 8.2 or 8.3, as the case may be, or if all of the conditions to the completion of the Escalones Transaction for the benefit of such party shall not have been satisfied or waived on or before 5:00 p.m. (Vancouver time) on the Outside Date, other than as a result of a breach of this Agreement by the terminating party.

(c) Notwithstanding any other rights contained herein, the Purchaser may terminate this Agreement prior to the Closing Time upon written notice to the Vendor and the Vendor Parent:

  (i) as provided in Section 8.4(b);

  (ii) if the Vendor or the Vendor Parent accepts, recommends, approves or enters into an agreement to implement a Superior Proposal from a third party; and

  (iii) if the TMI Non-Completion Fee is payable in accordance with Section 11.1(b), provided that each of the Vendor and the Vendor Parent, as applicable, have complied with their obligations set forth in Section 7.3.

(d) Notwithstanding any other rights contained herein, the Vendor may terminate this Agreement prior to the Closing Time upon written notice to the Purchaser and the Purchaser Parent:

  (i) as provided in Section 8.4(b);

  (ii) if it accepts, recommends, approves or enters into an agreement to implement a Superior Proposal from a third party in accordance with Section 7.2(g); and

  (iii) if any event which gives rise to payment of the TMI Non-Completion Fee set forth in Section 11.1 occurs.

(e) If this Agreement is terminated pursuant to any provision of this Agreement, the parties shall return all materials and copies of all materials delivered to the other parties and their respective Representatives. Except for the obligations set forth in Article 10, Article 11, Article 13 and Article 14 and Section 16.8 which shall survive any termination of this Agreement and continue in full force and effect, no party shall have any further obligations to any other party hereunder with respect to this Agreement.

ARTICLE 16
GENERAL

16.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

16.2 Assignment

This Agreement may not be assigned by any party without the prior written consent of the other parties.

16.3 Enurement

This Agreement shall enure to the benefit of the parties, their respective heirs, successors and permitted assigns.

16.4 Costs

Each party shall be responsible for their own costs and expenses incurred by such party in connection with the preparation, execution and delivery of this Agreement, or with pursuing or consummating the Transaction, including any broker's or finder's fees and all fees and expenses of their respective counsel, auditors, consultants and other representatives.

16.5 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

(a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and

(b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

16.6 Further Assurances

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

16.7 Time of Essence

Time shall be of the essence of this Agreement.

16.8 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein without regard to conflicts of law principles that would require application of any other law, and subject to Article 10 irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of all actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby.

16.9 Counterparts

This Agreement may be executed in counterparts and may be executed by facsimile or other electronic means, and each of such counterparts shall be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the day and year first above written.

WEALTH COPPER LTD.

Per: *"Timothy McCutcheon"*

Authorized Signatory

WEALTH MINERALS LTD.

Per: *"Hendrik van Alphen"*

Authorized Signatory

ESCALONES RESOURCE CORP.

Per: *"Matias Herrero"*

Authorized Signatory

TRIMETALS MINING INC.

Per: *"Matias Herrero"*

Authorized Signatory

SCHEDULE "A"

<u>Escalones Property</u>

I. Description

The Escalones copper-gold porphyry property is located 97 km southeast of Santiago, Chile and covers an area of 16,189 hectares, of which (i) 4,689 hectares are covered by 19 exploitation concessions that are optioned from a third party pursuant to the Boezio Option Agreement and referred to as the "Escalones Exploitation Concessions"; and (ii) 11,500 hectares are covered by 40 exploration concessions staked and wholly-owned by TMI Chile and referred to as the "Escalones Exploration Concessions".

II. Underlying Agreements

- Boezio Option Agreement

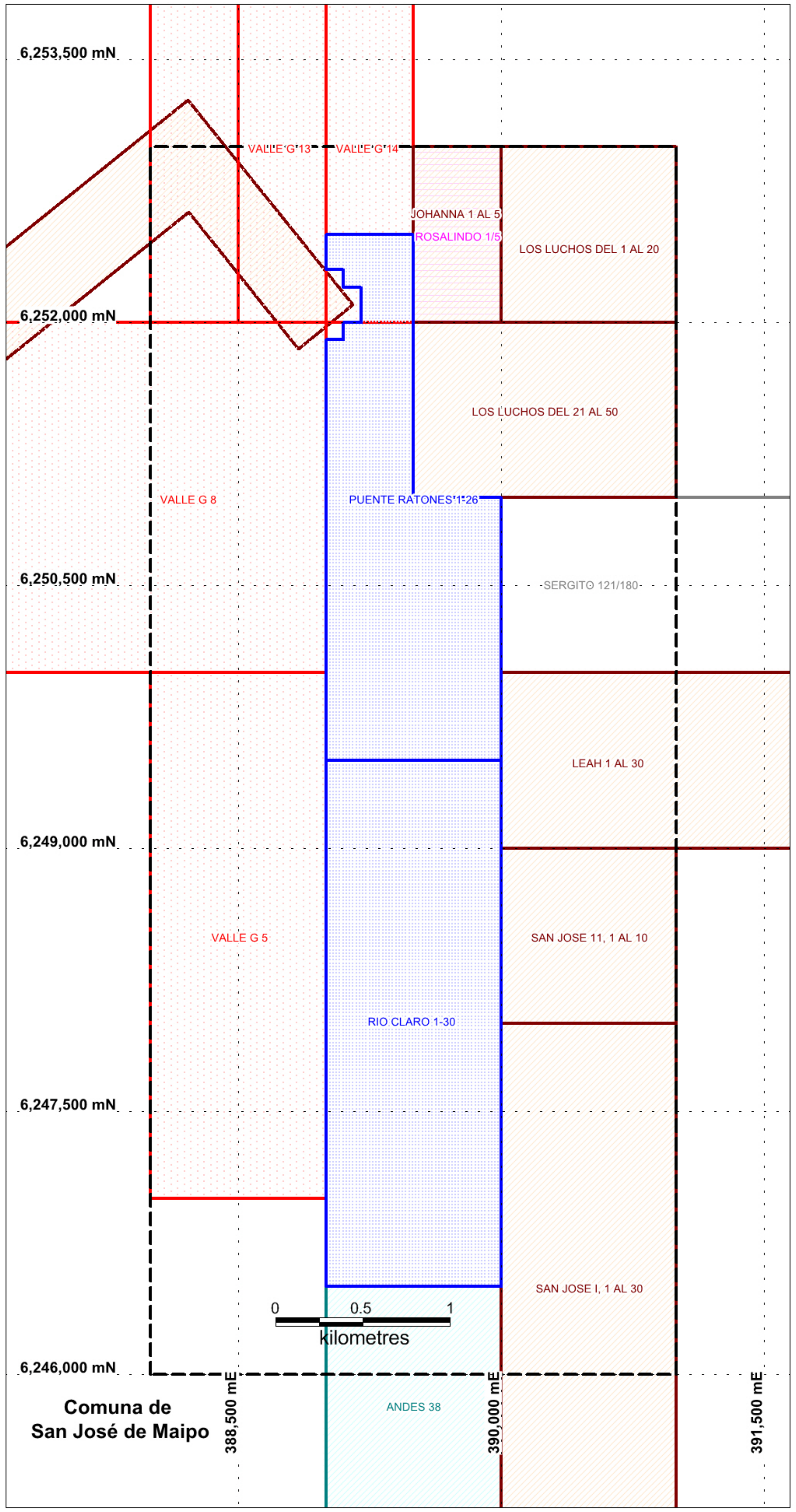
III. Existing Royalties

- Boezio Royalty

IV. Claims Map

See attached.

CATASTRO DE PROPIEDAD MINERA
ÁREA DE INTERÉS "ESCALONES SERVIDUMBRE"



SIMBOLOGÍA

- CONCESIONES OBJETO DEL PRESENTE ESTUDIO
- CONCESIONES DE EXPLOTACIÓN
- CONCESIONES DE EXPLORACIÓN
- SOLICITUDES DE MENSURA
- MANIFESTACIONES
- PEDIMENTOS
- SOLICITUDES DE MENSURA ANTERIORES A 2007

PROPIEDAD MINERA CHILE SpA

PROPIEDAD MINERA CHILE SpA

B.O.M. 23 ago. 2018

Fecha: 31 ago. 2018

Autor: GVN

Dibujo: LAR

Catastro General de Propiedad Minera Área de Interés "Escalones Servidumbre"

Proyección: UTM PSAD 56 - ZONE 19

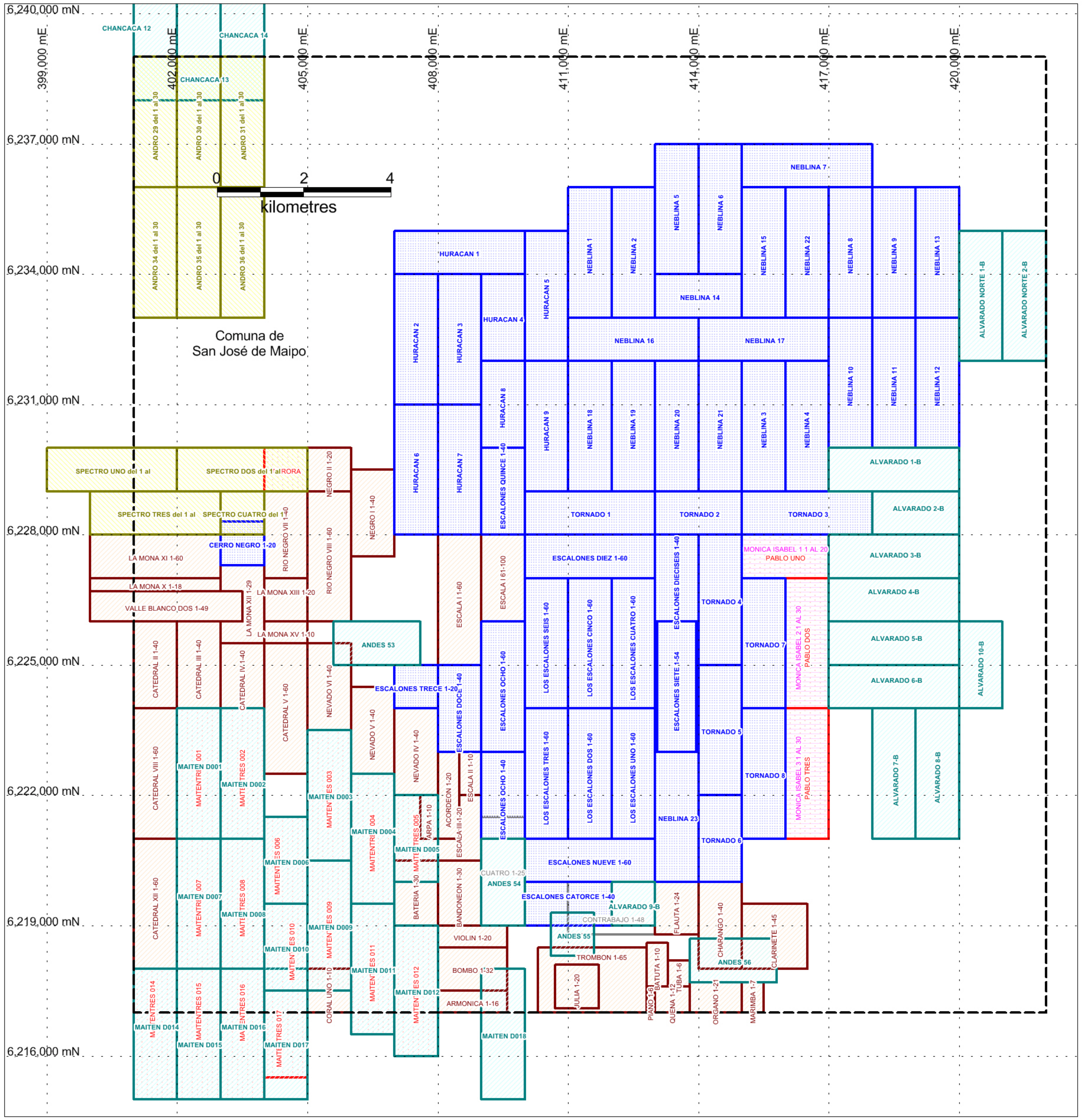
Comuna: San José de Maipo

Provincia: Cordillera

Región: Metropolitana

CATASTRO DE PROPIEDAD MINERA

ÁREA DE INTERÉS "ESCALONES"



SIMBOLOGÍA

- CONCESIONES OBJETO DEL PRESENTE ESTUDIO
- CONCESIONES DE EXPLOTACIÓN
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- SOLICITUDES DE MENSURA
- MANIFESTACIONES
- PEDIMENTOS
- SOLICITUDES DE MENSURA ANTERIORES A 2007

PROPIEDAD MINERA CHILE SpA

PROPIEDAD MINERA CHILE SpA

B.O.M. 23 ago. 2018	Catastro General de Propiedad Minera Área de Interés "Escalones"
Fecha: 31 ago. 2018	
Autor: GVN	
Dibujo: LAR	Proyección: UTM PSAD 56 - ZONE 19

Comuna: San José de Maipo
Provincia: Cordillera
Región: Metropolitana

V. Claims Table

See attached.

TriMetals Mining Chile SCM

November 2018

EXPLOITATION CONCESSIONS

N°	CONCESSION NAME	SURFACE [ha]	ID NUMBER	OWNER	VALIDITY
1	CERRO NEGRO 1/20	100	13303-0721-4	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
2	ESCALONES 7 1/54	270	13303-0636-6	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
3	ESCALONES 8 1/40	200	13303-0652-8	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
4	ESCALONES 8 1/60	300	13303-0637-4	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
5	ESCALONES 9 1/60	300	13303-0638-2	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
6	ESCALONES 10 1/60	300	13303-0639-0	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
7	ESCALONES 12 1/40	200	13303-0653-6	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
8	ESCALONES 13 1/20	100	13303-0654-4	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
9	ESCALONES 14 1/40	200	13303-0640-4	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
10	ESCALONES 15 1/40	200	13303-0641-2	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
11	ESCALONES 16 1/40	200	13303-0642-0	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
12	LOS ESCALONES 1 1/60	300	13303-0389-8	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
13	LOS ESCALONES 2 1/60	300	13303-0390-1	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
14	LOS ESCALONES 3 1/60	300	13303-0391-K	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
15	LOS ESCALONES 4 1/60	300	13303-0392-8	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
16	LOS ESCALONES 5 1/60	300	13303-0393-6	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
17	LOS ESCALONES 6 1/60	300	13303-0394-4	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
18	PUENTE RATONES 1/26	219	13303-0669-2	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
19	RIO CLARO 1/30	300	13303-0670-6	JUAN LUIS BOEZIO SEPULVEDA	Indefinite
	TOTAL EXPLOITATION	**4.689**			

EXPLORATION CONCESSIONS

N°	CONCESSION NAME	SURFACE [ha]	ID NUMBER	OWNER	VALIDITY/ EXPIRY DATE
1	HURACÁN 1	300	V-625-2018	TriMetals Mining Chile SCM	In Process
2	HURACÁN 2	300	V-626-2018	TriMetals Mining Chile SCM	In Process
3	HURACÁN 3	300	V-627-2018	TriMetals Mining Chile SCM	In Process
4	HURACÁN 4	200	V-628-2018	TriMetals Mining Chile SCM	In Process
5	HURACÁN 5	300	V-629-2018	TriMetals Mining Chile SCM	In Process
6	HURACÁN 6	300	V-630-2018	TriMetals Mining Chile SCM	In Process
7	HURACÁN 7	300	V-631-2018	TriMetals Mining Chile SCM	In Process
8	HURACÁN 8	200	V-632-2018	TriMetals Mining Chile SCM	In Process
9	HURACÁN 9	300	V-633-2018	TriMetals Mining Chile SCM	In Process
10	TORNADO 1	300	13303-3390-8	TriMetals Mining Chile SCM	04-Dec-19
11	TORNADO 2	200	13303-3391-6	TriMetals Mining Chile SCM	04-Dec-19
12	TORNADO 3	300	13303-3392-4	TriMetals Mining Chile SCM	04-Dec-19
13	TORNADO 4	300	13303-3393-2	TriMetals Mining Chile SCM	04-Dec-19
14	TORNADO 5	300	13303-3394-0	TriMetals Mining Chile SCM	04-Dec-19
15	TORNADO 6	200	13303-3395-9	TriMetals Mining Chile SCM	04-Dec-19
16	TORNADO 7	300	13303-3396-7	TriMetals Mining Chile SCM	04-Dec-19
17	TORNADO 8	300	13303-3397-5	TriMetals Mining Chile SCM	04-Dec-19
18	NEBLINA 1	300	133033458-0	TriMetals Mining Chile SCM	20-Apr-20
19	NEBLINA 2	300	133033457-2	TriMetals Mining Chile SCM	20-Apr-20
20	NEBLINA 3	300	133033456-4	TriMetals Mining Chile SCM	20-Apr-20
21	NEBLINA 4	300	133033455-6	TriMetals Mining Chile SCM	20-Apr-20
22	NEBLINA 5	300	133033454-8	TriMetals Mining Chile SCM	20-Apr-20
23	NEBLINA 6	300	133033453-K	TriMetals Mining Chile SCM	20-Apr-20
24	NEBLINA 7	300	133033452-1	TriMetals Mining Chile SCM	20-Apr-20
25	NEBLINA 8	300	133033451-3	TriMetals Mining Chile SCM	20-Apr-20
26	NEBLINA 9	300	133033450-5	TriMetals Mining Chile SCM	20-Apr-20
27	NEBLINA 10	300	133033449-1	TriMetals Mining Chile SCM	20-Apr-20
28	NEBLINA 11	300	133033468-8	TriMetals Mining Chile SCM	20-Apr-20
29	NEBLINA 12	300	133033466-1	TriMetals Mining Chile SCM	20-Apr-20
30	NEBLINA 13	300	133033465-3	TriMetals Mining Chile SCM	20-Apr-20
31	NEBLINA 14	200	133033464-5	TriMetals Mining Chile SCM	20-Apr-20
32	NEBLINA 15	300	133033463-7	TriMetals Mining Chile SCM	20-Apr-20
33	NEBLINA 16	300	133033462-9	TriMetals Mining Chile SCM	20-Apr-20
34	NEBLINA 17	300	133033461-0	TriMetals Mining Chile SCM	20-Apr-20
35	NEBLINA 18	300	133033459-9	TriMetals Mining Chile SCM	20-Apr-20
36	NEBLINA 19	300	133033460-2	TriMetals Mining Chile SCM	20-Apr-20
37	NEBLINA 20	300	133033469-6	TriMetals Mining Chile SCM	20-Apr-20
38	NEBLINA 21	300	133033470-K	TriMetals Mining Chile SCM	20-Apr-20
39	NEBLINA 22	300	133033471-8	TriMetals Mining Chile SCM	20-Apr-20
40	NEBLINA 23	300	133033467-K	TriMetals Mining Chile SCM	20-Apr-20
	TOTAL EXPLORATION	**11.500**			

SCHEDULE "B"

Cristal Property

I. Description

The Cristal copper porphyry project is located in northern Chile, near the Bolivia/Chile border. The Cristal property comprises 900 hectares of exploitation concessions.

II. Underlying Agreements

1. Agreement to Purchase Mining Claims dated March 31, 2016 between Patrick James Burns from Gestión Global C&C Consultores S.A. and Condor Resources Inc.

2. Rectification, Statement and Supplement Addendum dated March 22, 2017 to Agreement to Purchase Mining Claims between Patrick James Burns from Gestión Global C&C Consultores S.A. and Condor Resources Inc.

3. Cristal Option Agreement

4. Assignment and Assumption Agreement dated March 1, 2018 between Artemis Mining SpA and ENRG (formerly Darien Resource Development Corp.)

5. Assignment of Unilateral Option Agreement to Purchase Mining Claims dated March 15, 2018 between Artemis Mining SpA and ENRG Chile

6. Cristal Assignment Agreement of the Cristal Project dated March 27, 2019, between ENRG and the Purchaser

7. Cristal Assignment Agreement

III. Existing Royalties

1. Condor Royalty

2. Burns Royalty

3. ENRG Royalty

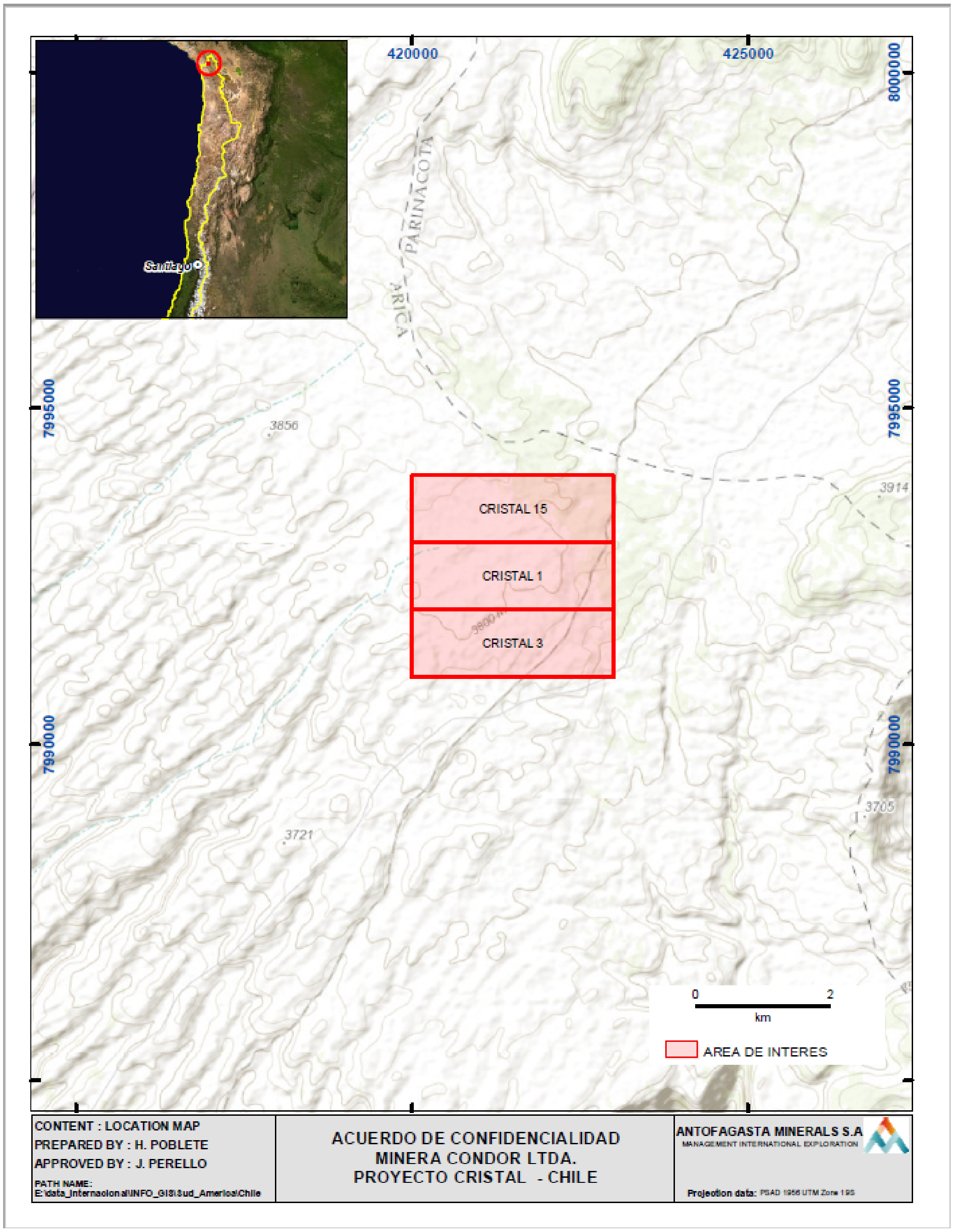
IV. Claims Map

See attached.

V. Claims Table

See attached.

Map



Concessions

				Registration Particulars					
Name	**Type**	**Location**	**Status**	**Page**	**Number**	**Year**	**Register**	**Registrar**	**HA**
Cristal 1, 1 to 30	Exploitation	Arica	In Progress	3396	1293	2016	Discoveries	Arica	300
Cristal 3, 1 to 30	Exploitation	Arica	In Progress	3391	1291	2016	Discoveries	Arica	300
Cristal 15, 1 to 30	Exploitation	Arica	In Progress	3393	1292	2016	Discoveries	Arica	300

* "In process" refers to the procedure applicable to the exploitation concessions being constituted from a prior exploration concession.

SCHEDULE "C"

<u>Third Party Approvals and Consents – TMI Group</u>

1. In connection with a consent and pledge dated December 6, 2017 between the Vendor Parent and the Funder, in respect of the third funding agreement dated March 23, 2013 for the UNCITRAL arbitration with the Bolivian government, the Vendor and the Vendor Parent shall have delivered to the Purchaser and the Purchaser Parent such written confirmation as the Purchaser and its legal counsel may reasonably require (including a written consent of the Funder) as to the right and authority of the Vendor to sell and assign the Purchased Shares, without Encumbrance, to the Purchaser.

SCHEDULE "D"

Issued Securities – Vendor Subsidiaries

I. Escalones Copper Corp.

Name of Shareholder	Address of Shareholder	Number, Kind and Class of Securities
Escalones Resource Corp.	580 Hornby Street, Suite 880, Vancouver, BC V6C 3B6	1 common share

II. SASC Metallurgy Corp.

Name of Shareholder	Address of Shareholder	Number, Kind and Class of Securities
Escalones Resource Corp.	580 Hornby Street, Suite 880, Vancouver, BC V6C 3B6	1 common share

III. TriMetals Mining Chile SCM

Name of Shareholder	Address of Shareholder	Number, Kind and Class of Securities
Escalones Copper Corp.	580 Hornby Street, Suite 880, Vancouver, BC V6C 3B6	15,557 common shares
SASC Metallurgy Corp.	580 Hornby Street, Suite 880, Vancouver, BC V6C 3B6	1 common share

SCHEDULE "E"

Material Agreements – Vendor and Vendor Subsidiaries

1. Boezio Option Agreement

2. Mining Easement (Servidumbre Minera) with Compania de Consumidores de Gas de Santiago S.A. (GASCO) - Deed of April 1996 and recorded in July, 1996

3. Lease agreement for drill-core sample storage-warehouse (Romeral)

SCHEDULE "F"

Material Agreements – Purchaser and Wealth Chile

1. Cristal Assignment and Assumption Agreement of the Cristal Project dated March 27, 2019, between ENRG and the Purchaser

2. Cristal Assignment Agreement

SCHEDULE "G"

Directors, Officers, Employee and Consultants – Vendor Subsidiaries

I. Escalones Copper Corp.

Directors

Name	Nationality
Tina M. Woodside	Canada
Matias Herrero	Canada

Officers

Name	Nationality	Title
Matias Herrero	Canada	Chief Executive Officer & President
Killian Ruby	Canada	Chief Financial Officer

Employees

Name	Title and Job Description	Date of Hire	Location of Employment	Total Annual Remuneration
N/A				

Consultants

Name	Job Description and Title	Location of Services	Consulting Fee
N/A			

II. SASC Metallurgy Corp.

Directors

Name	Nationality
Tina M. Woodside	Canada
Matias Herrero	Canada

Officers

Name	Nationality	Title
Matias Herrero	Canada	President & CEO
Killian Ruby	Canada	CFO

Employees

Name	Title and Job Description	Date of Hire	Location of Employment	Total Annual Remuneration
N/A				

Consultants

Name	Job Description and Title	Location of Services	Consulting Fee
N/A			

III. TriMetals Mining Chile SCM

Directors

Name	Nationality
Felipe Bernardo Malbran Hourton	Chile
Randall Moore	United States
Matias Herrero	Canada

Officers

Name	Nationality	Title
Felipe Bernardo Malbran Hourton	Chile	General Manager

Employees

Name	Title and Job Description	Date of Hire	Location of Employment	Total Annual Remuneration
N/A				

Consultants

Name	Job Description and Title	Location of Services	Consulting Fee
Felipe Bernardo Malbran Hourton	General Manager	Chile	USD$5,000 Monthly
Manuel Correa	Accountant/tax Advisor	Chile	*[REDACTED – Disclosure of this consulting fee would violate confidentiality provisions]*

Propiedad Minera Chile	Administrator of Escalones' mineral concessions (Land Tenure)	Chile	*[REDACTED – Disclosure of this consulting fee would violate confidentiality provisions]*

SCHEDULE "H"

<u>Liabilities; Financial Disclosure – Vendor Subsidiaries</u>

Pursuant to the Boezio Option Agreement, TMI Chile has the right until June 30, 2022 to purchase the claims upon payment of USD $7,800,000. As at December 31, 2018 USD $3,400,000 has been paid. The remaining USD $4,400,000 is payable as follows: USD $400,000 on June 30, 2019, USD $500,000 on each of June 30, 2020 and 2021, and a final payment of USD $3,000,000 on June 30, 2022.

TMI Chile is required to pay all amounts required to protect and maintain the property during the option period and to make the payments required under the Boezio Royalty.

In the event TMI Chile exercises the Escalones Exploitation Concessions Option in full, TMI Chile is required to commence exploitation of the concessions within two (2) years thereafter, and upon exercise of the Escalones Exploitation Concessions Option and until exploitation begins thereon, TMI Chile is required to pay annual advance royalty payments of USD $200,000 which are credited against future Boezio Royalty payments. Failure to commence exploitation within the two (2) year period triggers an obligation to make annual indemnity payments of USD $300,000 until exploitation begins. In this event, the USD $200,000 annual payments made from the date of exercise of the Escalones Exploitation Concessions Option are deemed to be indemnity payments, not advance Boezio Royalty payments; provided that in years when an indemnity payment is due, in no event shall the sum of the advance royalty payment and the indemnity payment required, if any, to be paid by TMI Chile exceed USD $300,000. Boezio Royalty payments are suspended if exploitation of the Escalones Exploitation Concessions is suspended for reasons beyond TMI Chile's control.

SCHEDULE "I"

Liabilities; Financial Disclosure – Purchaser and Wealth Chile

Under the terms of the Cristal Assignment Agreement, the Wealth Chile as assumed all the obligations and covenants and agrees to perform and observe all of the obligations and liabilities of ENRG Chile under the Cristal Option Agreement (in this Schedule "I", the "**Option Agreement**"), including the earn-in commitments set out below required to exercise the Cristal Option:

Date	Amount (USD)
Upon signing of the Option Agreement (August 4, 2017)	$8,000 (paid)
6 months from the signing of the Option Agreement	$30,000 (paid)
12 months from the signing of the Option Agreement	$70,000 ($20,000 paid by ENRG on August 3, 2018, $25,000 paid by Purchaser Parent on February 8, 2019; remainder payable in common shares of Purchaser Parent)
24 months from the signing of the Option Agreement	$200,000
36 months from the signing of the Option Agreement	$500,000
48 months from the signing of the Option Agreement	$700,000
60 months from the signing of the Option Agreement	$3,000,000

SCHEDULE "J"

Form of Escalones Royalty Agreement

See attached.

NET SMELTER RETURNS ROYALTY AGREEMENT

Between

TRIMETALS MINING CHILE SCM

and

ESCALONES RESOURCE CORP.

Dated **[June 30]**, 2019

NET SMELTER RETURNS ROYALTY AGREEMENT

THIS NET SMELTER RETURNS ROYALTY AGREEMENT dated as of the **[30th day of June]**, 2019.

BETWEEN:

TRIMETALS MINING CHILE SCM, a corporation existing under the laws of Chile

(the "**Royalty Payor**")

OF THE FIRST PART

AND:

ESCALONES RESOURCE CORP., a corporation existing under the federal laws of Canada

(the "**Royalty Holder**")

OF THE SECOND PART

WHEREAS:

A. In connection with closing of the transaction contemplated by the Share Purchase Agreement (as defined herein), the Royalty Payor has agreed to grant to the Royalty Holder the Net Smelter Returns Royalty described herein; and

B. The Parties wish to enter into this Agreement to define the terms and conditions governing the Net Smelter Returns Royalty.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

In this Agreement, the following terms shall have the respective meanings set out below, unless otherwise provided:

(a) "**Affiliate**" means any person that directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;

(b) "**Agreement**" means this Net Smelter Returns Royalty Agreement, and all attached schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with its provisions;

(c) "**Allowable Deductions**" means all costs, charges and expenses paid, incurred, or deemed incurred by the Royalty Payor for or with respect to Products including:

(i) charges for treatment in the smelting, refining, solution extraction, electrowinning and other beneficiation processes (including handling, provisional settlement fees, weighing, sampling, assaying, umpire and representation costs, penalties, and other processor deductions), but excluding costs of mining and milling or concentrating;

(ii) actual costs of transportation (including loading, freight, insurance, security, surveyor fee, transaction taxes, handling, port fees, demurrage, delay, and forwarding expenses incurred by reason of or in the course of transportation) of Products from the Property to the place of treatment and then to the place of sale;

(iii) costs or charges of any nature for or in connection with insurance, storage, or representation at a smelter or refinery for Products or refined metals;

(iv) actual selling and brokerage costs for all Products on which the Net Smelter Returns Royalty is based and for which the Royalty Payor has actually received proceeds, or an allowance for reasonable sales and brokerage costs for all Products on which the Net Smelter Returns Royalty is based and for which the Royalty Payor is deemed to have received proceeds;

(v) sales, use, severance, excise, net proceeds of mine, *ad valorem* taxes and any taxes on or measured by mineral production, but not including income taxes;

(vi) royalties payable to the government; and

(vii) royalties payable to underlying royalty holders existing prior to, or as at, the date of this Agreement, other than royalties granted by, or with the express written consent of, the Royalty Payor;

provided that whether Products are processed on or off the Property in a facility wholly or partially owned by the Royalty Payor or any of its Affiliates, Allowable Deductions shall not include any costs that are in excess of those that would be incurred on an arm's length basis at market terms, or which would not be Allowable Deductions if those Products were processed by an independent third person;

(d) "**Applicable Law**" or "**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, concessions, 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);

(e) "**Average Copper Price**" means the average COMEX HG, First Position, quotation, as published in "Metals Week" (or, should that publication cease or if the basis of determining such price by the publication is changed in a material manner that is adverse to either Party, another similar publication acceptable to the Parties, acting reasonably) calculated by summing such quoted prices reported for each day (or the average of all such prices reported for each such day, if more than one) and dividing this sum by the number of days for which such prices were reported;

(f) "**Average Gold Price**" means the average COMEX, First Position, quotation, as published in "Metals Week" (or should that publication cease or if the basis of determining such price by the publication is changed in a material manner that is adverse to either Party, another similar publication acceptable to the Parties, acting reasonably) calculated by summing such quoted prices reported for each day (or the average of all such prices reported for each such day, if more than one) and dividing the sum by the number of days for which such prices were reported;

(g) "**Average Silver Price**" means the average daily silver price quotation by Handy & Harman as published in "Metals Week" (or, should that publication cease or if the basis of determining such price by the publication is changed in a material manner that is adverse to either Party, another similar publication acceptable to the Parties, acting reasonably), calculated by dividing the sum of all such quoted prices reported for the period by the number of days for which such prices were reported;

(h) "**Business Day**" means any day other than a Saturday, Sunday or a day that is a statutory holiday in the place where an action is to be performed or a Notice is to be received under or in accordance with this Agreement;

(i) "**Claimant**" has the meaning set out in Section 6.1;

(j) "**Copper Production**" means the quantity of refined copper out-turned during a calendar month to the Royalty Payor's pool account by a refinery in respect of Products, on either a provisional or final settlement basis;

(k) "**Gold Production**" means the quantity of refined gold out-turned during a calendar month to the Royalty Payor's pool account by a refinery in respect of Products, on either a provisional or final settlement basis;

(l) "**Gross Proceeds**" means, subject to the provisions of Section 5.6, proceeds received by the Royalty Payor for the Sale of Products from the Property, whether processed on or off of the Property, determined as follows:

(i) if Products are sold by the Royalty Payor in the form of raw ore, doré, or concentrates, then the Gross Proceeds in respect of such ore, doré or concentrates shall be equal to the amount of the proceeds actually received by the Royalty Payor or credited to the Royalty Payor's account during the calendar month from the Sale of such ore, doré or concentrates;

(ii) if Products are sold by the Royalty Payor in the form of refined copper, then such copper shall be deemed to have been sold at the Average Copper Price for the calendar month in which the Products were produced, and the Gross Proceeds in respect of copper shall be determined by multiplying Copper Production for such calendar month by the Average Copper Price for such calendar month;

(iii) if Products are sold by the Royalty Payor in the form of refined gold, then such gold shall be deemed to have been sold at the Average Gold Price for the calendar month in which the Products were produced, and the Gross Proceeds in respect of gold shall be determined by multiplying Gold Production for such calendar month by the Average Gold Price for such calendar month;

(iv) if Products are sold by the Royalty Payor in the form of refined silver, then such silver shall be deemed to have been sold at the Average Silver Price for the calendar month in which the Products were produced, and the Gross Proceeds in respect of silver shall be determined by multiplying Silver Production for such calendar month by the Average Silver Price for such calendar month;

(v) if Products are sold by the Royalty Payor in the form of refined metals other than copper, gold or silver then the Gross Proceeds shall be equal to the amount of the proceeds actually received by the Royalty Payor during the calendar month from the Sale of such refined metal; and

(vi) if there is a Loss of Products, then the Gross Proceeds shall be equal to the sum of the insurance proceeds in respect of such Loss and any Gross Proceeds from the Sale of such Products, determined under Section 1.1(l)(i) to Section 1.1(l)(v);

(m) "**Loss**" means an insurable loss of or damage to Products, whether or not occurring on or off the Property and whether the Products are in the possession of the Royalty Payor or otherwise;

(n) "**Minerals**" means all marketable naturally occurring metallic minerals or mineral bearing material in whatever form or state, including, without limitation, any precious metal, any base metal or diamonds mined, extracted, removed, produced or otherwise recovered from the Property (but, for greater certainty, not including any rock, sand, gravel or aggregate), whether in the form of ore, doré, concentrates, refined metals or any other beneficiated or derivative products thereof and including any such metallic minerals or mineral bearing materials or products derived from any processing or reprocessing of any tailings or other waste products originally derived from the Property;

(o) "**Net Smelter Returns**" means Gross Proceeds less Allowable Deductions;

(p) "**Net Smelter Returns Royalty**" means the percentage of Net Smelter Returns to which the Royalty Holder is entitled pursuant to this Agreement;

(q) "**Notice**" has the meaning set out in Section 7.4(a);

(r) "**Notice of Dispute**" has the meaning set out in Section 6.1;

(s) "**Party**" or "**Parties**" means one or more of the parties to this Agreement;

(t) "**person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or other form of enterprise, or any government or any agency or political subdivision thereof;

(u) "**Products**" means all ores, doré, concentrates, metals, Minerals and Mineral by-products that are produced or extracted by or on behalf of the Royalty Payor from the Property;

(v) "**Property**" means 40 exploration concessions that cover 11,500 hectares staked by the Royalty Payor as described in Schedule "A" hereto and any other mineral titles to which such Schedule "A" exploration concessions may be amended, changed or converted in accordance with Applicable Law;

(w) "**Respondent**" has the meaning set out in Section 6.1;

(x) "**Royalty Holder**" has the meaning set out in the preamble to this Agreement;

(y) "**Royalty Payments**" has the meaning set out in Section 2.1;

(z) "**Royalty Payor**" has the meaning set out in the preamble to this Agreement;

(aa) "**Rules**" has the meaning set out in Section 6.3;

(bb) "**Sale**" means the transfer of title to Products by or on behalf of the Royalty Payor, or any Affiliate of the Royalty Payor to a person, whether or not an Affiliate of the Royalty Payor, and is deemed to include a deemed transfer of title to Products transported off the Property that the Royalty Payor elects to have credited to or held for its account by a smelter, refiner or broker, and is also deemed to include any Loss prior to any transfer or deemed transfer of title to Products; provided that a deemed sale shall arise only as the result of a voluntary election on the part of the Royalty Payor and shall not arise in circumstances in which a delay in transfer of title or in payment to the Royalty Payor is caused by the acts or omissions of an unrelated person;

(cc) "**Share Purchase Agreement**" means the share purchase agreement of even date herewith made among Wealth Copper Ltd., Wealth Minerals Ltd., the Royalty Holder and TriMetals Mining Inc.;

(dd) "**Silver Production**" means the quantity of refined silver out-turned during a calendar month to the Royalty Payor's pool account by a refinery in respect of Products, on either a provisional or final settlement basis;

(ee) "**Trading Activities**" has the meaning set out in Section 5.6; and (ff) "**UNCITRAL**" means the United Nations Commission on International Trade Law.

Section 1.2 Schedules

Schedule "A", which is attached to this Agreement, is by reference incorporated into and forms part of this Agreement.

Section 1.3 Governing Law

This Agreement shall in all respects be governed by and be construed in accordance with the laws in force in **[the Province of British Columbia, Canada][NTD: Consider Chile]** without regard for conflicts of laws or choice of laws principles that would permit or require the application of the laws of any other jurisdiction and, subject to Article 6, shall be under the exclusive jurisdiction of the courts of **[the Province of British Columbia, Canada][NTD: Consider Chile]**.

Section 1.4 Severability

If any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, the validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby under the laws of any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 1.5 Calculation of Time

If any time period set forth in this Agreement ends on a day of the week which is not a Business Day, then notwithstanding any other provision of this Agreement, such period shall be extended until the end of the next following day which is a Business Day.

Section 1.6 Headings

The headings to the articles and sections of this Agreement are inserted for convenience only and shall not affect the construction hereof.

Section 1.7 Other Matters of Interpretation

In this Agreement:

(a) the singular includes the plural and vice versa;

(b) the masculine includes the feminine and vice versa;

(c) references to "Article" and "Section" are to Articles and Sections of this Agreement, respectively;

(d) all provisions requiring a Party to do or refrain from doing something shall be interpreted as the covenant of that Party with respect to that matter notwithstanding the absence of the words "covenants" or "agrees" or "promises";

(e) all provisions requiring a Party to do something shall be interpreted as including the covenant of that Party to cause that thing to be done when the Party cannot directly perform the covenant but can indirectly cause that covenant to be performed, whether by an Affiliate under its control or otherwise;

(f) the word "person" includes an individual, partnership, firm, corporation, company, body politic, or government or department thereof; and

(g) the words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions when used in this Agreement refer to the whole of this Agreement and not to any particular article, part, section, Schedule or portion thereof.

ARTICLE 2
ROYALTY DESCRIPTION

Section 2.1 <u>Royalty Reserved</u>

The Royalty Holder has agreed to accept, and the Royalty Payor has agreed to pay to the Royalty Holder, a royalty equal to (i) two (2%) percent of the Net Smelter Returns if the Average Copper Price is greater than USD $0.75 per pound; and (ii) one (1%) percent of the Net Smelter Returns if the Average Copper Price is equal to or less than USD $0.75 per pound, from the Sale of all Products (the "**Royalty Payments**"), upon and subject to the terms and conditions hereof.

Section 2.2 <u>Royalty Payor's Buyout Right</u>

The Royalty Payor (and its successors and permitted assigns) has the right to purchase the entire Net Smelter Returns Royalty for (i) USD $3,000,000 at any time during the five (5) year period following the first Sale of Products; and (ii) USD $5,000,000 at any time after the five (5) year period following the date of the first Sale of Products.

Section 2.3 <u>Interest in the Property</u>

(a) The Parties intend that the Net Smelter Returns Royalty, to the extent permissible under Applicable Laws, constitutes an interest in the Property and, accordingly agree that:

(i) the Net Smelter Returns Royalty shall run with the title to the Property so that all transfers of the Property or any interest therein shall be subject to the Net Smelter Returns Royalty;

(ii) any sale or other disposition by the Royalty Payor of any interest in the Property shall be effective only in accordance with Section 4.2 hereof; and

(iii) the Royalty Payor shall, upon request from the Royalty Holder, sign and deliver to the Royalty Holder, and the Royalty Holder may register or otherwise record against titles to the Property, the form of notice or other document or documents as the Royalty Holder may reasonably request to give notice of the existence of the Net Smelter Returns Royalty to third persons, and to protect the Royalty Holder's right to receive the Net Smelter Returns Royalty as contemplated herein.

(b) In the event the Applicable Laws render the provisions of Section 2.3(a)(i) invalid under Chilean law or do not accept or recognize the registration of the Net Smelter Returns Royalty under Section 2.3(a)(iii), then, and provided that the Royalty Payor shall have done, executed, acknowledged and delivered all such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of Section 2.3(a), the Royalty Payor shall not be liable to the Royalty Holder if any government authority, including courts and mining registries, consider such provisions invalid or ineffective, and/or if the Net Smelter Returns Royalty's registration is rejected or if, after being registered, this registration does not have legal effects, or the effects intended in this Section 2.3.

ARTICLE 3
OPERATION OF THE PROPERTIES

Section 3.1 <u>Operations</u>

The Royalty Payor may, but shall not be obligated to treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other Products at sites located on or off the Property, prior to a Sale. The Royalty Payor shall not be liable for mineral values lost in processing under sound practices and procedures, and no Net Smelter Returns Royalty shall be due on any such lost mineral values. The Royalty Payor shall have complete discretion concerning the nature, timing and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Property and may suspend operations and production on the Property at any time it considers prudent or appropriate to do so. The Royalty Payor shall not owe the Royalty Holder any duty to explore, develop or mine the Property, or to do so at any rate or in any manner other than that which the Royalty Payor may determine in its sole and unfettered discretion. The Royalty Payor may, but is not obligated to, retain ore or treated ore containing Minerals as inventory for any length of time and for any reason. The Royalty Payor shall not have an obligation to sell any Minerals at any time.

Section 3.2 <u>Sales to or Processing by Affiliates</u>

The Royalty Payor shall be permitted to sell Products in the form of raw ore, doré, or concentrates to its Affiliate, provided that such Sales shall be deemed, for the purposes of this Agreement, to have been sold at prices and on terms no less favorable to the Royalty Payor than those that would be extended by an unaffiliated third person in an arm's length transaction under similar circumstances. The Royalty Payor shall be permitted to contract with its Affiliates or an unaffiliated third person for the smelting or other processing of Products, provided that such contract is on an arm's length basis at market terms.

Section 3.3 <u>Commingling</u>

Commingling of Products from the Property with other ores, doré, concentrates, metals, Minerals or Mineral by-products produced elsewhere is permitted, provided that reasonable and customary procedures are established for the weighing, sampling, assaying and other measuring or testing necessary to fairly allocate valuable metals contained in such Products and in the other ores, doré, concentrates, metals, Minerals and Mineral by-products.

Section 3.4 Stockpiling

The Royalty Payor may stockpile Products at such place or places which are owned, leased or otherwise controlled by the Royalty Payor or its Affiliates, provided that same are appropriately identified and secured from loss, theft, tampering and contamination.

ARTICLE 4
ASSIGNMENT

Section 4.1 Assignment by the Royalty Holder

(a) Subject to Section 4.1(b) and Section 4.5, the Royalty Holder may convey or assign its interest in the Net Smelter Returns Royalty payable either for a stated term of years or up to a specified dollar amount; provided that such assignment shall not be effective against the Royalty Payor until the assignee has delivered to the Royalty Payor a written and enforceable undertaking, in form and substance satisfactory to the Royalty Payor, acting reasonably, whereby such assignee agrees to be bound as the Royalty Holder by all of the terms and conditions of this Agreement.

(b) If the Royalty Holder makes a decision to enter into negotiations to transfer (directly or indirectly through a subsidiary or a wholly-owned Affiliate) its interest in this Agreement or its interests in the Net Smelter Returns Royalty, solicit interested parties to pursue such transfer (directly or indirectly), or to commence an auction or sale process (in this Section 4.1(b), the "**Sale Process**") to such transfer (directly or indirectly) the Royalty Holder shall notify in writing (in this Section 4.1(b), the "**Sale Notice**"), in accordance with Section 7.4, the Royalty Payor within three (3) Business Days of such decision, and after such notice is delivered, the Royalty Holder shall be entitled to pursue such activities and the Royalty Payor shall be entitled to participate in the Sale Process, and if such activities result in a *bona fide* written offer from a third party that it is willing to accept, the provisions of Section 4.1(a) shall apply. Upon receipt of the Sale Notice, the Royalty Payor shall have 20 Business Days (in this Section 4.1(b), the "**Notice Period**") to provide notice to the Royalty Holder indicating whether it will be participating in the Sale Process or declining to participate (in this Section 4.1(b), the "**Notice of Intention**"). If the Royalty Payor fails to deliver the Notice of Intention within the Notice Period, it will be deemed to have expressed its intention not to participate in the Sale Process and the Royalty Holder will be free to proceed with the Sale Process as it sees fit. If the Royalty Holder does not deliver to the Royalty Holder the Sale Notice, then the Royalty Holder shall not be entitled to transfer its interest in this Agreement nor its interest in the Net Smelter Returns Royalty.

Section 4.2 Assignment by Royalty Payor

(a) If the Royalty Payor contemplates a sale to an arm's length person by any means whatsoever, including, without limitation, by the transfer, sale, assignment, conveyance, or grant of a right, title or interest by joint venture or grant of option, of an interest in and to the Property, then the Royalty Payor shall ensure that concurrently with the consummation of any such sale the Royalty Payor procures from such transferee pursuant to such transaction a written agreement, wherein such transferee:

(i) covenants and agrees to, and in favour of, the Royalty Holder to: (A) be bound by the terms and conditions of this Agreement as if it were an original signatory hereto, including for certainty, payment of the Net Smelter Returns Royalty as herein provided; and (B) to register such instrument at the Custodian of Mines; and

(ii) acquires all or part of the Royalty Payor's right, title and interest in and to the Property, as the case may be, upon the consummation of such sale

(b) Notwithstanding any other provision hereof, the Royalty Payor may, at any time and from time to time, transfer or otherwise convey this Agreement or all or any of its rights or obligations hereunder to an Affiliate or in connection with the amalgamation, combination, merger or similar transaction of the Royalty Payor with one or more of its Affiliates, and provided that in such case, the Affiliate, transferee or resulting entity, as the case may be, assumes in writing the Royalty Payor's obligation under this Agreement, as applicable, and registers such transfer or assignment or change in interest, as the case may be, at the Custodian of Mines.

Section 4.3 Transfer or Abandonment by Royalty Payor

(a) The Royalty Payor may not transfer, sell, assign or otherwise dispose of all or any portion of its interest in the Property, including to an Affiliate, until the acquirer of such interest has entered into an agreement with, and in form and substance satisfactory to, the Royalty Holder, acting reasonably, in which the acquirer agrees to be bound, as the Royalty Payor, with respect to the acquired interest, by all of the terms and conditions of this Agreement.

(b) If any Royalty Payor decides to permanently surrender, abandon, relinquish or let lapse or expire (in this Section 4.3(b), collectively, "**Surrender**") any portion of the Property or rights related thereto (in this Section 4.3(b), a "**Mining Right**"), it shall give notice in writing to the Royalty Holder (in this Section 4.3(b), the "**Surrender Notice**"), in accordance with Section 7.4, of such decision not less than 30 days prior to the effective date of such Surrender. Upon receipt of the Surrender Notice, the Royalty Holder shall have 20 Business Days (in this Section 4.3(b), the "**Notice Period**") to provide notice to the Royalty Payor indicating whether it will be acquiring the Mining Right or declining to do so (in this Section 4.3(b), the "**Notice of Intention**"). If the Royalty Holder fails to deliver the Notice of Intention within the Notice Period, it will be deemed to have expressed its intention not to acquire the Mining Right and the Royalty Payor shall be free to proceed with the Surrender as it sees fit. If the Royalty Holder elects to acquire the Mining Right, the Royalty Payor shall use reasonable commercial efforts (without having to incur out-of-pocket expenses) to provide the Royalty Holder with the opportunity to acquire the Mining Right for no consideration, on an "as is where is" basis. The Royalty Holder covenants and agrees that (i) any future Net Smelter Returns Royalty shall not be payable by the Royalty Payor in respect of a Mining Right after it is transferred to the Royalty Holder, its nominee or any of its Affiliates or such interest is obtained in any other manner by the Royalty Holder or its Affiliates; and (ii) no Net Smelter Returns Royalty will be payable in respect of any Mining Right that is Surrendered and was not renewed, substituted or re-acquired by the Royalty Payor or any of its Affiliates after notice of such Surrender has been given to the Royalty Holder pursuant to this Section 4.3(b).

(c) For the avoidance of doubt, if after the date of this Agreement:

(i) a Mining Right is Surrendered by the Royalty Payor and then acquired by the Royalty Holder, its nominee or any of its Affiliates under the provisions of Section 4.3(b) or otherwise, and then subsequently re-acquired by the Royalty Payor, its nominee or any of its Affiliates; or

(ii) a Mining Right is Surrendered by the Royalty Payor and then acquired by a person other than the Royalty Holder, its nominee or any of its Affiliates, and then subsequently re-acquired by the Royalty Payor, its nominee or any of its Affiliates within eight (8) months of the date of such Surrender,

then no further Net Smelter Returns Royalty shall be payable by the Royalty Payor, its nominee or any of its Affiliates, as the case may be, to the Royalty Holder in connection with such Mining Right.

Section 4.4 <u>Conditions of Transfer by Royalty Holder</u>

As a condition of any transfer of the Net Smelter Returns Royalty by the Royalty Holder, the transferee shall covenant and agree to be bound by this Agreement and prior to the completion of any such transfer, the Royalty Holder shall deliver to the Royalty Payor evidence of such agreement and joinder in forms satisfactory to the Royalty Payor.

Section 4.5 <u>No Multiple Parties</u>

In the event that more than one person or entity may in the future comprise the Royalty Holder, the Royalty Payor shall not be or become liable to make payments in respect of the Net Smelter Returns Royalty to, or to otherwise deal in respect of this Agreement with, more than one person. If the interest of the Royalty Holder hereunder is at any time owned by more than one (1) person, such Royalty Holders shall, as a condition of receiving payment hereunder, nominate one (1) person to act as agent and common trustee for receipt of monies payable hereunder and to otherwise deal with the Royalty Payor in respect of such interest (including, without limitation, the giving of notice to take or cease taking in kind) and no Royalty Holder shall be entitled to administer or enforce any provisions of this Agreement except through such agent and trustee. In such events, the Royalty Payor shall, after receipt of notice respecting the nomination of such agent and trustee, thereafter make and be entitled to make payments due hereunder in respect of the Net Smelter Returns Royalty to such agent and trustee and to otherwise deal with such agent and trustee as if it were the sole holder of the Net Smelter Returns Royalty hereunder.

ARTICLE 5
PAYMENTS

Section 5.1 Payment Obligation

The obligation to pay the Net Smelter Returns Royalty shall accrue upon the first to occur of (i) the Sale of Products; or (ii) the out-turn of refined metals by a refinery to the Royalty Payor's pool account in respect of Products. Where the Sale of Products or the out-turn of refined metals is made on a provisional basis, the amount of Net Smelter Returns Royalty payable shall be based upon the amount of refined metal (or other Products) credited by such provisional settlement, but shall be adjusted to account for the amount of refined metal (or other Products) established by final settlement by the refinery or by the purchaser of other Products, as the case may be. The payment of Net Smelter Returns Royalty based on a deemed transfer of title to Products transported off the Property that the Royalty Payor elects to have credited to or held for its account by a smelter, refiner or broker shall be final (subject to Section 5.3) and shall not be considered provisional.

Section 5.2 Payments

The Net Smelter Returns Royalty shall be due and payable quarterly on the last day of the month next following the end of the calendar quarter in which the obligation to pay the same accrued. Royalty Payments shall be accompanied by a statement showing in reasonable detail:

(a) the quantities and grades of Products produced and sold or deemed sold by the Royalty Payor in the preceding calendar quarter;

(b) the proceeds of Sale for other Products on which Net Smelter Returns Royalty is due;

(c) Allowable Deductions; and

(d) other pertinent information in sufficient detail to explain the calculation of the Royalty Payment.

Section 5.3 Adjustments

All Royalty Payments shall be considered final and in full satisfaction of all obligations of the Royalty Payor with respect thereto, unless the Royalty Holder gives the Royalty Payor written notice describing and setting forth a specific objection to the determination thereof within one (1) year after receipt by the Royalty Holder of the quarterly royalty statement referred to in Section 5.2. If the Royalty Holder objects to a particular quarterly statement as herein provided:

(a) The Royalty Holder shall, for a period of 30 days after the Royalty Payor receives notice of such objection, have the right, upon reasonable notice and at a reasonable time, to have the Royalty Payor's accounts and records relating to the calculation of the Net Smelter Returns Royalty in question audited by an independent chartered or certified public accountant knowledgeable in the mining industry selected by the Royalty Holder.

(b) If such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holder, such deficiency or excess shall be resolved by adjusting the next quarterly Royalty Payment due hereunder. If production has ceased, settlement shall be made between the Parties by cash payment.

(c) The Royalty Holder shall pay all costs of such audit, unless a material error in the calculation of the Net Smelter Returns is determined to exist, in which case the Royalty Payor shall reimburse the Royalty Holder for the costs of such audit. Without limiting the generality of the foregoing, a discrepancy of five (5%) percent or more in the calculation of the Net Smelter Returns shall be deemed to be material.

Failure on the part of the Royalty Holder to make claim on the Royalty Payor for adjustment in such one (1) year period shall establish the correctness of the payment and preclude the filing of exceptions thereto or making of claims for adjustment thereon.

Section 5.4 Currency

All payments to be made under this Agreement shall be made in United States dollars.

Section 5.5 Wire Transfer

Payments hereunder shall be made without demand, notice, set-off, or reduction, by wire transfer in good, immediately available funds, to such account or accounts as the Royalty Holder may designate pursuant to wire instructions provided by the Royalty Holder to the Royalty Payor not less than three (3) Business Days prior to the date upon which such payment is to be made as described in Section 5.2.

Section 5.6 Trading Activities

The Royalty Payor shall have the right to market and sell refined metals and other Products in any manner it may elect, and shall have the right to engage in forward sales, futures trading or commodity options trading and other price hedging, price protection and speculative arrangements ("**Trading Activities**") which may involve the possible physical delivery of Products. The Net Smelter Returns Royalty shall not apply to, and the Royalty Holder shall not be entitled or required to participate in, any gain or loss of the Royalty Payor or its Affiliates in Trading Activities or in the actual marketing or Sales of Products delivered pursuant to Trading Activities. In determining the Net Smelter Returns Royalty payable on any Products delivered pursuant to Trading Activities, the Royalty Payor shall not be entitled to deduct from Gross Proceeds any losses suffered by the Royalty Payor or its Affiliates in Trading Activities. In the event that the Royalty Payor engages in Trading Activities, the Net Smelter Returns Royalty shall be determined on the basis of the value of Products (as determined pursuant to the terms of this Agreement) produced and without regard to the price or proceeds actually received by the Royalty Payor for or in connection with the Sale, or the manner in which a Sale to a third person is made by the Royalty Payor. In the event that the Royalty Payor engages in Trading Activities in respect of Products other than refined metals, the Gross Proceeds shall be determined on the basis of the value of such Products (as determined pursuant to the terms of this Agreement) *ex* headframe or minesite loading facility in the case of ores or *ex* mill or other treatment facility in the case of other Products. The Parties agree that the Royalty Holder is not a participant in the Trading Activities of the Royalty Payor, and therefore the Net Smelter Returns Royalty shall not be diminished or improved by losses or gains of the Royalty Payor in any such Trading Activities.

Section 5.7 Books and Records

All books and records used by the Royalty Payor to calculate the Royalty Payments due hereunder shall be kept according to International Financial Reporting Standards (IFRS) consistently applied (with sufficient information to reconcile to generally accepted accounting principles (GAAP).

ARTICLE 6
ARBITRATION

Section 6.1 Notice of Dispute

The Parties shall attempt to resolve amicably any disagreement or dispute between them arising under or related to this Agreement, by referral to successively higher level of the Parties' respective managements. If there is no resolution of the dispute by this means within 30 days, then any such dispute shall be submitted to arbitration by written demand of any Party. To demand arbitration, a Party (the "**Claimant**") shall give the other Party (the "**Respondent**") a Notice specifying the issues in dispute, the amount involved, the remedy requested and the name of the arbitrator the Claimant appoints (such Notice, a "**Notice of Dispute**"). Within 20 Business Days after receipt of the Notice of Dispute, the Respondent shall answer the Notice of Dispute in writing, specifying the issues the Respondent disputes and the name of the arbitrator that the Respondent appoints.

Section 6.2 Arbitration Panel

The arbitration shall be determined by a panel of three (3) arbitrators, comprised of one (1) arbitrator appointed by each of the Claimant and Respondent and a third arbitrator selected by the first two (2) arbitrators within ten (10) Business Days after appointment of the second arbitrator. The two (2) arbitrators appointed by the respective Parties shall be experienced and knowledgeable in the mining industry. No person shall be appointed or selected as an arbitrator hereunder unless such person agrees in writing to serve. If the arbitrators appointed by the Parties hereto cannot agree on a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules (as defined herein), and such selection shall be final and binding on such Parties. The three arbitrators so chosen shall constitute the arbitration panel.

Section 6.3 Conduct of Arbitration

Except as specifically provided in this Article 6, arbitration hereunder shall be conducted in the English language in accordance with the UNCITRAL commercial arbitration rules (in this Article 6, the "**Rules**"). The seat of arbitration shall be British Columbia, Canada. The arbitrators shall fix a time and place in Vancouver, British Columbia, reasonably convenient for the Parties, after giving each Party not less than seven (7) Business Days' Notice, for the purpose of hearing the evidence and representations of the Parties and they shall preside over the arbitration and determine all questions of procedure not provided for under the Rules or this Section 6.3. After hearing any evidence and representations that the Parties may submit, the panel shall make a decision and reduce the same to writing and deliver one (1) copy thereof to each of the Parties. Decisions of the panel shall be by majority vote. The arbitrators shall endeavor to make a decision within 45 days after the appointment of the third arbitrator, subject to any reasonable delay due to unavoidable circumstances. Any decision by the arbitrators shall follow and apply the laws applicable to this Agreement pursuant to Section 1.3. The expense of the arbitration, including travel costs, expert witness and attorney's fees and costs shall be paid as determined in the discretion of the panel, having due regard for the outcome of the arbitration and the relationship of the result to the positions taken by the relevant Parties. The decision of the panel shall be final and binding upon each of the Parties to the dispute.

Section 6.4 <u>Jurisdiction of Courts</u>

Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Except where matters are expressed herein to be subject to arbitration, the provincial or federal courts sitting in Vancouver, British Columbia, Canada shall have exclusive jurisdiction to hear and determine all matters relating to this Agreement, including enforcement of the obligation to arbitrate. The Parties hereby irrevocably consent, agree and submit to the jurisdiction of the provincial or federal courts sitting in Vancouver, British Columbia, Canada.

ARTICLE 7
MISCELLANEOUS

Section 7.1 <u>Other Activities and Interests</u>

This Agreement and the rights and obligations of the Parties hereunder are strictly limited to the Property. Each Party shall have the free and unrestricted right to enter into, conduct and benefit from any and all business ventures of any kind whatsoever, whether or not competitive with the activities undertaken pursuant hereto, without disclosing such activities to the other Party or inviting or allowing the other to participate therein including activities involving mineral titles adjoining the Property.

Section 7.2 <u>Confidentiality</u>

All information, data, reports, records, feasibility studies and test results relating to the Property and the activities of the Royalty Payor or any other person thereon and the terms and conditions of this Agreement, all of which shall hereinafter be referred to as "**confidential information**", shall be treated by the Royalty Holder as confidential and shall not be disclosed to any person not a Party to this Agreement, except in the following circumstances:

(a) the Royalty Holder may disclose confidential information to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers; provided that such non-Party users are advised of the confidential nature of the confidential information, undertake to maintain the confidentiality thereof and are strictly limited in their use of the confidential information to those purposes necessary for such non-Party users to perform the services for which they were retained by the Royalty Holder;

(b) the Royalty Holder may disclose confidential information, issue a press release or make or file any other statement containing confidential information (a "**release**") where that release is necessary to comply with its disclosure obligations and requirements and/or those of its Affiliates under any Applicable Laws, including securities laws, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements, provided that (i) the proposed release is limited to factual matters; (ii) the Royalty Holder has availed itself of the full benefits of any Applicable Laws or contractual rights as to disclosure on a confidential basis to which it may be entitled; (iii) the Royalty Holder has consulted with the Royalty Payor prior to issuing, making or filing any release with or to a person that is not a Party (including a government or exchange authority); and (iv) the Royalty Holder has provided the Royalty Payor with the text of the proposed release and has provided the Royalty Payor with a reasonable opportunity (not less than three (3) Business Days) to comment on the release and shall incorporate the Royalty Payor's reasonable changes to the release before the release is issued, made or filed. Notwithstanding the foregoing, when the Royalty Holder requests input or consent from the Royalty Payor pursuant to the provisions of Section 7.4 as to any release and the Royalty Payor has not responded to such request within three (3) Business Days, then the Royalty Holder shall be entitled to proceed with its release as if it had received input or consent from the Royalty Payor; and

(c) the Royalty Holder may disclose confidential information where that disclosure is necessary to comply with its disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements; provided that the proposed disclosure is limited to factual matters and that the Royalty Holder shall have availed itself of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which it may be entitled; or

with the approval of the Royalty Payor.

The Royalty Holder may disclose any confidential information that becomes part of the public domain by no act or omission in breach of this Section 7.2 or that the Royalty Holder receives from a third Person not under any duty of non-disclosure. The Royalty Holder and its Affiliates, shall be jointly and severally liable for any act or omission of the Royalty Holder, or any of its Affiliates, in breach of this Section 7.2.

Section 7.3 No Partnership

This Agreement is not intended to, and shall not be deemed to, create any partnership relation between the Parties including, without limitation, a mining partnership or commercial partnership. The obligations and liabilities of the Parties shall be several and not joint and neither Party shall have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of the other Party. Nothing herein contained shall be deemed to constitute a Party the partner, agent or legal representative of the other Party or to create any fiduciary relationship between the Parties.

Section 7.4 Notice

(a) Any notice or writing required or permitted to be given under this Agreement or any communication otherwise made in respect of this Agreement (in this Section 7.4, as a "**Notice**") shall be sufficiently given if in writing and: (i) delivered personally, either to the individual designated below for such Party, or to an individual having apparent authority to accept deliveries on behalf of such individual at the address set out below for such Party; (ii) by registered mail to the address set out below for such Party; or (iii) transmitted by email, receipt acknowledged by the receiving Party within 72 hours of the applicable Notice being sent by email, to the applicable email addresses set out below for such Party.

(b) In the case of a notice to the Royalty Payor, at:

TriMetals Mining Chile SCM
[Address]

Attention: **[●]**
Email: **[●]**

In the case of a Notice to the Royalty Holder, at:

Escalones Resource Corp.
580 Hornby Street, Suite 880
Vancouver, BC V6C 3B6

Attention: Matias Herrero
Email: mherrero@trimetalsmining.com

or at such other address as the Party to whom such Notice is to be given shall have last notified the Party giving the same, in the manner provided in this Section.

(c) Any Notice is effective:

(i) if personally delivered as described above, on the day of personal service to the recipient Party;

(ii) if by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a general discontinuance or disruption of postal service, the Notice shall be given by means other than registered mail; and

(iii) if sent by email, then on the day on which the sender receives confirmation of receipt by return electronic email from the recipient (provided that the confirmation of receipt cannot be reasonably suspected of being an automatically generated response) if that day is a Business Day and if the confirmation was received prior to 5:00 p.m. local time in the place of delivery or receipt, and otherwise, on the next Business Day.

Section 7.5 <u>Further Assurances</u>

Each Party shall, at the request of another Party and at the requesting Party's expense, execute all such documents and take all such actions as may be reasonably required to effect the purposes and intent of this Agreement.

Section 7.6 Entire Agreement

Except as otherwise provided in the Share Purchase Agreement, this Agreement, including Schedule "A" hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, all previous agreements and promises in respect thereto being hereby expressly rescinded and replaced hereby. No modification or alteration of this Agreement shall be effective unless in writing executed subsequent to the date hereof by both Parties. No prior written or contemporaneous oral promises, representations or agreements are binding upon the Parties. There are no implied covenants contained herein, except the covenants of good faith and fair dealing that are sometimes implied in such agreements.

Section 7.7 No Waivers

No waiver of or with respect to any term or condition of this Agreement shall be effective unless it is in writing and signed by the waiving Party, and then such waiver shall be effective only in the specific instance and for the purpose of which given. No course of dealing among the Parties, nor any failure to exercise, nor any delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any specific waiver of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 7.8 Time of the Essence

Time is of the essence in the performance of any and all of the obligations of the Parties hereunder, including, without limitation, the payment of monies.

Section 7.9 Enurement

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

Section 7.10 Counterparts

This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument. Such counterparts may be delivered by regular post, courier or electronic mail.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF the Parties caused this Agreement to be executed and delivered as of the date first set forth above.

TRIMETALS MINING CHILE SCM

By: __________________________________

Name:
Title:

ESCALONES RESOURCE CORP.

By: __________________________________

Name:
Title:

SCHEDULE "A"

PROPERTY

See attached.