FOURTH AMENDING AGREEMENT
TO THE CREDIT AGREEMENT DATED FEBRUARY 8, 2022

THIS FOURTH AMENDING AGREEMENT is dated effective as of June 27, 2025 (the "**Effective Date**"),

AMONG:

ATICO MINING CORPORATION

(together with its successors and permitted assigns, the "**Corporation**")

- and -

COMPANIA MINERA LA PLATA S.A.

(together with its respective successors and permitted assigns, "**Minera La Plata**")

- and -

TOACHI MINING LTD.

(together with its successors and permitted assigns, "**Toachi**" and, together with Minera La Plata, the "**Guarantors**")

- and –

TRAFIGURA PTE LTD.

(together with its successors and permitted assigns, the "**Lender**")

WHEREAS pursuant to a Credit Agreement, dated February 8, 2022, as amended by a first amendment dated May 4, 2023, a second amendment dated August 5, 2024 and a third amendment dated April 8, 2025, each among, *inter alios*, the Corporation, the Guarantors and the Lender, as amended from time to time (as the same may be amended, amended and restated, modified, supplemented or otherwise changed, the "**Credit Agreement**"), the Lender agreed to make available the Principal to the Corporation;

AND WHEREAS the Corporation, the Guarantors and the Lender wish to enter into this Agreement to set forth certain amendments to the Credit Agreement and to otherwise confirm the provisions of the Amended Credit Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged by each of the Parties hereto, the Parties hereto covenant and agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement shall, unless otherwise defined herein, have the meanings herein given to them in the Credit Agreement, and:

"Agreement" means this fourth amending agreement.

"**Amended Credit Agreement**" means the Credit Agreement, as has been amended from time to time and by this Agreement.

"**Effective Date**" has the meaning given to it in the first paragraph of this Agreement.

"**Parties**" means the parties which are signatories to this Agreement.

Any reference in the Credit Agreement to "this Agreement", hereof, herein or similar expressions shall be deemed to be a reference to the Credit Agreement, as amended by this Agreement.

2. **Amendments to the Credit Agreement.** Effective as of the Effective Date, but subject to the satisfaction of the conditions set forth in Section 3, the Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is amended by deleting the provisions thereof and replacing them as follows:

"1.1 Principal Sum

Subject to the terms and conditions hereof, and provided that no Event of Default has occurred and is continuing, the Lender shall advance the principal sum of TEN MILLION DOLLARS in the lawful currency of the United States of America (the "**Principal**") in a single advance to the Corporation on or before March 8, 2022 (the date of such advance being the "**Effective Date**"). Except as otherwise provided herein, the full amount of the outstanding Principal and all accrued but unpaid interest, together with all other costs, fees or charges payable hereunder from time to time, shall be paid by the Corporation to the Lender as follows (the "**Repayment Schedule**"):

(a) two principal installments shall be paid on January 31, 2025 and on April 30, 2025, each in the amount of US$650,000.00;

(b) a principal installment shall be paid on July 25, 2025 in the amount of US$2,700,000; and

(c) all outstanding Principal and all accrued but unpaid interest, together with all other costs, fees or charges payable hereunder shall be paid on the Maturity Date".

(b) Section 2.1 of the Credit Agreement is amended by deleting the definition of "Maturity Date" therein and replacing it as follows:

"**Maturity Date** means December 31, 2026.";

(c) Section 2.1 of the Credit Agreement is amended by deleting the definition of "El Roble Pledge Agreement" therein and replacing it as follows:

"El Roble Pledge Agreement" means an agreement between Minera El Roble S.A. and the Lender, dated May 12, 2025 (Contrato de Prenda Abierta Minera), wherein certain copper concentrate production from the El Roble Property is pledged in favor of the Lender"

3. **Conditions Precedent.** The amendments to the Credit Agreement set forth in Section 2 of this Agreement shall be effective upon the following conditions having been fulfilled to the satisfaction of the Lender:

(a) the Corporation and each Guarantor shall have delivered to the Lender a fully executed copy of this Agreement;

(b) the Corporation, each Guarantor and Minera El Roble shall have delivered to the Lender a fully executed confirmation of all Transaction Documents entered into by it pursuant to which it confirms that such Transaction Documents continue in full force and effect and that the rights and obligations of all parties thereunder will not be affected or prejudiced in any manner and that all Security Documents continue to grant a valid Security Interest in the collateral secured thereunder (the "**Confirmation**");

(c) the Lender shall be satisfied with:

(i) its review of the Corporation, each Guarantor, Minera El Roble and their respective assets, including all technical, financial and legal due diligence and receipt of all lien searches;

(ii) the insurance maintained by the Corporation, each Guarantor and Minera El Roble and shall have received satisfactory evidence of such insurance;

(iii) its review of all permits, licenses and approvals required to be obtained by the Corporation, each Guarantor and Minera El Roble from any Governmental Entity or any other Person and shall have received satisfactory evidence that such permits, licenses and approvals have been obtained,

in each case in the Lender's sole and absolute discretion;

(d) no Event of Default shall have occurred and be continuing or shall result from or exist immediately after the coming into effect of the amendments and supplements to the Credit Agreement contemplated hereby;

(e) each of the representations and warranties as provided in Section 3.1 of the Credit Agreement shall be true and accurate as of the date hereof;

4. **Representations and Warranties.** The Corporation and each Guarantor hereby jointly and severally confirm to the Lender that, as of the date of this Agreement, the representations and warranties contained in Section 3.1 of the Credit Agreement, as amended by this Agreement, are true and correct in all respects and the Corporation and each Guarantor additionally represents and warrants as follows on the date of this Agreement:

(a) all necessary action has been taken to authorize the execution, delivery and performance of this Agreement and the Confirmation;

(b) this Agreement and the Confirmation has been duly executed and delivered by each of such Persons and constitutes legal, valid and binding obligations of each of such Persons enforceable against them in accordance with its terms, subject only to any limitation under applicable Law relating to (i) bankruptcy, insolvency, arrangement or creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies;

(c) the execution and delivery by each of such Persons and the performance by each of them of their respective obligations under this Agreement and the Confirmation will not conflict with or result in a breach of any of the terms or conditions of their respective constating documents or by-laws (as applicable), any applicable Law or any contractual restriction binding on or affecting them or their respective assets;

(d) no Event of Default exists under the Credit Agreement and no Event of Default shall result from or exist immediately after the coming into effect of the amendments and supplements to the Credit Agreement contemplated in this Agreement; and

(e) the Amended Credit Agreement and each of the other Transaction Documents remains in full force and effect, unamended, and are enforceable against each of such Person, in each case, to the extent party thereto in accordance with their respective terms, subject only to any limitation under applicable Law relating to (i) bankruptcy, insolvency, arrangement or creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies.

5. **Confirmations.** Each of the Parties acknowledges and agrees that the Amended Credit Agreement, the other Transaction Documents and all other documents entered into in connection therewith, will be and continue in full force and effect and are hereby confirmed and the rights and obligations of all parties thereunder will not be affected or prejudiced in any manner except as specifically provided herein.

6. **Governing Law.**

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in that Province.

(b) The Parties hereto irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for all matters arising out of or in connection with this Agreement.

7. **Further Assurances.** The Corporation and each Guarantor will from time to time forthwith, at the Lender's request and at the Corporation's own cost and expense, do, make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, assignments, acts, manners and things which may be reasonably required by the Lender and are consistent with the intention of the Parties as evidenced herein, with respect to all matters arising under this Agreement or the Amended Credit Agreement.

8. **Expenses.** Without in any way limiting the provisions of the Credit Agreement, the Corporation will be liable for all reasonable and documented expenses of the Lender, including legal fees and other out-of-pocket expenses, in connection with the negotiation, preparation, execution and delivery of this Agreement.

9. **Counterparts.**

(a) This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement. This Agreement and any separate letter agreements with respect to fees payable to the Lender constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it has been executed by the Lender when the Lender has received counterparts hereof that, when taken together, bear the signatures of each of the other Parties hereto.

(b) The words "**execution**," "**signed**," "**signature**" and words of like import in herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Transactions Act* (Alberta) and other similar federal or provincial laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada or its *Uniform Electronic Evidence Act*, as the case may be.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed as of the date and year above written.

ATICO MINING CORPORATION

Per: (signed) *"Fernando E. Ganoza"*
Authorized Signatory

COMPANIA MINERA LA PLATA S.A.

Per: (signed) *"Fernando E. Ganoza"*
Authorized Signatory

TOACHI MINING INC.

Per: (signed) *"Fernando E. Ganoza"*
Authorized Signatory

TRAFIGURA PTE. LTD.

Per: (signed) *"Martin Dutto"*
Authorized Signatory

Per: (signed) *"Daniel Alliati"*
Authorized Signatory