

CONFIDENTIAL

Dated 5 December 2023

EMPRESS ROYALTY HOLDING CORP.

as Borrower

EMPRESS ROYALTY CORP.

as Guarantor

and

**NEBARI GOLD FUND 1, LP AND NEBARI NATURAL RESOURCES CREDIT
FUND II, LP**

as Lenders

and

NEBARI COLLATERAL AGENT, LLC

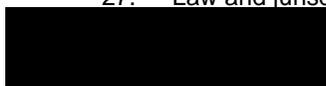
as Collateral Agent

LOAN FACILITY AGREEMENT

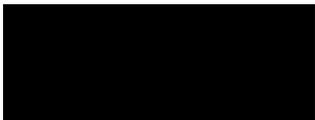


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THIS AGREEMENT is dated December 5, 2023 and made between:

- (1) **EMPRESS ROYALTY HOLDING CORP.**, a corporation incorporated in British Columbia, Canada, with its registered address 666 Burrard St, Suite 1700, Vancouver, BC V6C 2X8 (the **Borrower**);
- (2) **EMPRESS ROYALTY CORP.**, a corporation incorporated in British Columbia, Canada, with its registered address at 666 Burrard St, Suite 1700, Vancouver, BC V6C 2X8 (the **Guarantor**); and
- (3) **NEBARI GOLD FUND 1, LP**, a limited partnership formed in Delaware, United States, with its registered address at 667 Madison Avenue, 5th Floor, New York, NY 10065 (**NGF 1**);
- (4) **NEBARI NATURAL RESOURCES CREDIT FUND II, LP**, a limited liability corporation formed in Delaware, United States, with its registered address at 667 Madison Avenue, 5th Floor, New York, NY 10065 (**NNRCF II** and together with NGF 1, the **Lenders** and each a **Lender**); and
- (5) **NEBARI COLLATERAL AGENT, LLC**, a limited liability corporation formed in Delaware, United States, with its registered address at 667 Madison Avenue, 5th Floor, New York, NY 10065 in its capacity as collateral agent for and on behalf of the Lenders.

IT IS AGREED as follows:

Interpretation

1. Definitions and interpretation

Definitions

1.1 In this Agreement:

Accordion Confirmation Notice has the meaning given to it in clause 2.2(d) (*Conditions precedent*)

Accordion Facility means the term loan facility which may be made available under this Agreement as described in clause 3.1(b) (*The Facilities*)

Accordion Facility Loan means a loan made or to be made under the Accordion Facility or the principal amount outstanding for the time being of that loan (taking into account the OID)

Accounts means the audited accounts of the Guarantor for the period ended on the Accounts Date, provided that the accounts of the Guarantor for the period ended on September 30, 2023 are unaudited

Accounts Date means September 30, 2023 and each anniversary of such date

Additional Warrants means the additional share purchase warrants in the name of the Guarantor to be granted to the Lenders on each Utilisation Date of the Accordion Facility in accordance with their pro rata share of the Accordion Facility, the term of which shall be three (3) years from the date of issuance and the number of which shall be equal to the Additional Warrant Amount and shall have a strike price (subject to TSX-V regulations) calculated as a nil premium to the 20 day volume-weighted average price at the date the Guarantor makes a public announcement of the applicable Loan. The form of warrant certificate representing such Additional Warrants shall be substantially in the form included in Schedule 8 to this Agreement

Additional Warrant Amount means an amount equal to 500,000 share purchase warrants in the name of the Guarantor per \$5,000,000 drawn under the Accordion Facility Loan, or pro rata portion thereof, with the exception of the first \$5,000,000 drawn under the Accordion Facility Loan following the Initial Principal Amount, in which case the Additional Warrant Amount shall be 5,000,000 share purchase warrants in the name of the Guarantor

Affiliate means, in relation to a person, a Subsidiary or Holding Company of that person or any other Subsidiary of that Holding Company

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

Availability Period means:

- (a) in respect of the Base Facility, the period from and including the date of this Agreement to and including the date falling thirty (30) days after the date of this Agreement (or such other date agreed between the Borrower and Lenders in writing from time to time); and
- (b) in respect of the Accordion Facility, such period specified in an Accordion Confirmation Notice

Base Facility means the term loan facility made available under this Agreement as described in clause 3.1(a) (*The Facilities*)

Base Facility Loan means a loan made or to be made under the Base Facility or the principal amount outstanding for the time being of that loan (taking into account the OID)

Borrower Share Pledge means the share pledge in respect of all the shares in the Borrower to be entered into between the Guarantor, as shareholder of the Borrower, and the Collateral Agent, for and on behalf of the Lenders, on or around the date of this Agreement

Business Day means a day (other than Saturday or Sunday) on which banks are open for general business in New York, Toronto and Vancouver

Calculation Date means, in relation to an Event of Default, the date falling 5 Business Days after the Notification Date in respect of that Event of Default

Calculation Period means, in respect of a Calculation Date, the 12 month period starting on the day after such Calculation Date (or, in respect of any Calculation Date falling within 12 months of the Final Repayment Date (Base Facility) or Final Repayment Date (Accordion), as applicable, the period commencing on the day after such Calculation Date and ending on the Final Repayment Date (Base Facility) or Final Repayment Date (Accordion), as applicable)

Candelaria means Candelaria Mining Corp., a mining company that owns the Pinos gold and silver mine in Zacatecas, Mexico

Candelaria Agreements means:

- (a) the royalty purchase agreement dated 23 November 2020 and entered into between the Guarantor, Candelaria, Minera Apolo and Minera Catanava;
- (b) the royalty purchase agreement dated 23 November 2020 and entered into between the Guarantor and Maria;
- (c) the royalty assignment and assumption agreement dated 23 November 2020 and entered into between the Guarantor and Maria;
- (d) the net smelter returns royalty agreement dated 23 November 2020 and entered into between the Guarantor and Minera Apolo;
- (e) the net smelter returns royalty agreement dated 23 November 2020 and entered into between the Guarantor and Minera Catanava; and
- (f) the letter agreement dated 23 November 2020 and entered into between Candelaria, Minera Apolo, Grupo MC, and Maria

Cash Balance means the aggregate cash balance on the bank accounts of the Borrower on the relevant Calculation Date

Cashflow Model means the cashflow model submitted by the Borrower

in connection with a Preliminary Draw Request; or

in connection with the calculation of the Forecast Debt Service Cover Ratio pursuant to clause 12.27 (*Forecast Debt Service Cover Ratio (Saving Provision)*),

and, in each case, agreed between the Borrower and the Lenders as part of the process of the Lenders evaluating such request.

Collateral Agent means Nebari Collateral Agent, LLC acting in its capacity as administration collateral agent under this Agreement for itself and on behalf of the other Lenders, and not in its individual capacity as a Lender.

CP Satisfaction Date means the date on which the Lenders give notice to the Borrower that the conditions precedent in respect of the Base Facility have been satisfied or waived in accordance with clause 4.1 (*Utilisation*)

Default means (a) any Event of Default or (b) any event or circumstance which would, upon the giving of a notice, the expiry of a period, the making of a determination or the fulfilment of any other condition (in each case under this Agreement), constitute an Event of Default

Delayed Candelaria Registration means the registration at the Mexican Mining Bureau (Registro Público de Minería) of the royalties granted by Minera Catanava and Minera Apolo, initially in favour of the Guarantor, and subsequently in favour of the Borrower

Delayed Tahuehueto Transfer means the transfer of all rights and obligations of the Guarantor under the Tahuehueto Trust Agreement to the Borrower

Disposal has the meaning given to it in clause 6.2(b) (*Mandatory prepayment – asset disposal and compensation proceeds*)

Distribution means, in respect of any Obligor, any declaration of payment of any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital interests (or any class of its share capital)

Due Diligence Clearance means a written notice issued by the Lenders to the Borrower confirming that the conditions set out in Part 1 of Schedule 3 (*Conditions precedent to Accordion Facility*) have been satisfied or waived

Duty means any duty, obligation or liability of any kind

Endor means Endor (Mauritius) Limited, marketing agent to MMP

Event of Default is defined in clause 12.1 (*Events of Default*)

Facilities means:

- (a) the Base Facility; and



(b) the Accordion Facility

Final Draw Request means a notice substantially in the form of Schedule 5, duly completed by the Borrower

Final Repayment Date (Base Facility) means the date falling thirty-six (36) months after the first Utilisation Date

Final Repayment Date (Accordion) means the date falling thirty-six (36) months after the date of the Final Draw Request in respect of an Accordion Facility Loan

Finance Documents means:

- (a) this Agreement;
- (b) the Security Documents;
- (c) the Warrants;
- (d) each Preliminary Draw Request;
- (e) each Final Draw Request; and
- (f) any other documents designated as such by the Lenders and the Borrower at any time

Financial Indebtedness means Indebtedness in respect of:

- (a) money borrowed and debit balances at banks;
- (b) any debt instrument;
- (c) acceptance credit facilities;
- (d) receivables sold otherwise than on a non-recourse basis;
- (e) deferred payments for assets or services acquired (but not ordinary trade credit);
- (f) finance leases and hire purchase contracts;
- (g) a counter-indemnity in respect of a Guarantee given by a financial institution;
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value will be taken into account);
- (i) any other transaction having the commercial effect of a borrowing; and

- (j) Guarantees of Indebtedness of any person falling within any of (a) to (h) above

Forecast Debt Service Cover Ratio means, in respect of any Calculation Date, the ratio of:

- (a) Forecast Net Cash Flow; to
- (b) Forecast Finance Costs,

in each case, for the relevant Calculation Period

Forecast Finance Costs means, in respect of any Calculation Period, the aggregate of all amounts forecast to be paid by the Borrower during such period by way of:

- (a) repayments of principal in respect of the Loans; and
- (b) interest, fees, commissions, costs, and expenses to the Lenders and the Collateral Agent under the Finance Documents

Forecast Net Cash Flow means, in respect of each Calculation Period, A minus B, where:

- (a) A is the aggregate revenues forecast to be received by the Borrower during that period plus the Cash Balance and any undrawn Accordion Facility Loans that have been approved by the investment committee of the Lenders following the submission of a Preliminary Draw Request and in respect of which Due Diligence Clearance has been obtained (but solely to the extent that such Accordion Facility Loan has been included as a Forecast Finance Cost in the corresponding calculation on such Calculation Date); and
- (b) B is the aggregate of all amounts forecast to be paid by the Borrower during that period, including (but not limited to) its operating costs, capital expenditure, acquisition costs and Tax, but excluding Forecast Finance Costs

General Security Agreement means a first ranking general security agreement over:

- (a) the assets of the Borrower and the Guarantor as at the date of this Agreement; and
- (b) any future assets which are wholly and/or partially funded with proceeds from the Facilities,

to be entered into between the Borrower, the Guarantor and the Collateral Agent, for and on behalf of the Lenders, on or around the date of this Agreement

Group means the Guarantor and its Subsidiaries

Grupo MC means Grupo Minero Candelaria, S.A.P.I. de C.V.

Guarantee means any guarantee, indemnity, bond, standby or documentary credit, third party charge or other assurance against financial loss by one person in respect of the obligations of another person

Holding Company means in relation to a person, any other person in respect of which it is a Subsidiary

IFRS means International Financial Reporting Standards as issued from time to time by the International Accounting Standards Board (or its relevant successor body) and interpretations issued from time to time by the International Financial Reporting Interpretations Committee (or its relevant successor body)

Indebtedness means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent

Initial Accordion Principal Amount means the principal amount of the applicable Accordion Facility Loan disbursed by the Lenders to the Borrower (taking into account the OID)

Initial Principal Amount means \$3,596,849.

Interest Payment Date means each 31 March, 30 June, 30 September and 31 December falling between the date of this Agreement and the Final Repayment Date (Base Facility) and the Final Repayment Date (Accordion), as applicable

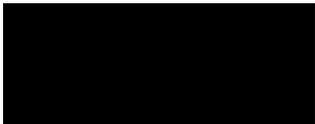
Interest Period means, in relation to a Loan, each period for the calculation of interest in respect of that Loan, ascertained in accordance with clauses 7.4 to 7.7 (*Interest*) and 16.2 and 16.3 (*Interest for late payment*)

Legal Reservations means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under applicable limitation acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim; and
- (c) similar principles, rights, defences or requirements under the laws of British Columbia

Lent Funds means:

- (a) in respect of the Base Facility, \$3,443,983; and



- (b) in respect of the Accordion Facility, such amount as is actually disbursed by the Lenders to the Borrower from time to time (taking into account the OID)

Luca means Luca Mining Corporation (formerly known as Altaley Mining Corporation and Telson Mining Corporation), a mining company operating the Tahuehueto silver mine located in Durango, Mexico

NNRCF I Loan means the loan facility extended to the Borrower pursuant to the Loan Facility Agreement dated 22 December 2021 among the Borrower, the Guarantor and Nebari Natural Resources Credit Fund I, LP (the **NNRCF I Loan Agreement**)

Manica Agreements means:

- (a) the royalty purchase agreement dated 20 February 2021 between the Guarantor, Endor and MMP;
- (b) the royalty agreement dated 20 February 2021 between the Guarantor and Endor; and
- (c) any amendment, novation, supplement, extension or restatement to the agreements at (a) or (b) above.

Margin means 7.5 per cent (7.5%) per annum, provided that such amount shall increase to 19 per cent (19%) per annum at any time that an Event of Default has occurred and is continuing

Margin Stock has the meaning specified in Regulation U of the Board as in effect from time to time

Maria means Maria Guadalupe Chiw Castillo

Material Adverse Effect means any event, circumstance or effect (either individually or when taken into consideration with any other event, circumstance or effect) which, in the reasonable opinion of the Lenders is, or is reasonably likely to be, materially adverse to:

- (a) the ability of any Obligor to perform or comply with any of its payment or other material obligations under any Finance Document to which it is party;
- (b) the business, assets or financial condition of an Obligor; or
- (c) the validity, legality or enforceability of, or on the effectiveness or ranking of any Transaction Security or the rights or remedies of the Lenders or the Collateral Agent under any of the Finance Documents

Material Counterparties means:

- (a) Luca;
- (b) Candelaria;
- (c) Endor;
- (d) Grupo MC;
- (e) Minera Apolo;
- (f) Minera Catanava;
- (g) MMP;
- (h) Real de la Bufa;
- (i) Sierra Antapite;
- (j) each counterparty to any streaming or royalty agreement entered into by the Borrower after the date of this Agreement which is funded by the Borrower (in whole or in part) using the proceeds of an Accordion Facility Loan; and
- (k) any other person designated as such by the Lenders and the Borrower, both acting reasonably

Material Royalty/Stream Agreements means:

- (a) the Manica Agreements;
- (b) the Candelaria Agreements;
- (c) the Sierra Antapite Agreements;
- (d) the Tahuehueto Agreement;
- (e) each document constituting the Material Royalty/Stream Security in favour of the Obligors;
- (f) each streaming or royalty agreement entered into by the Borrower after the date of this Agreement which is funded by the Borrower (in whole or in part) using the proceeds of an Accordion Facility Loan; and
- (g) any other document designated as such by the Lenders and the Borrower, both acting reasonably

Material Royalty/Stream Security means the security granted in favour of any Obligor in connection with the Material Royalty/Stream Agreements, as described in Schedule 6 (*Material Royalty/Stream Security*)

Maximum Accordion Amount means \$26,168,164 (or such higher amount as approved by the Lenders)

Meteor means Meteor Global Investment (FZC), a guarantor of MMP and Endor's obligations under the Manica Agreements

Mineral Apolo means Minera Apolo, S.A. de C.V., a subsidiary of Candelaria

Minera Catanava means Minera Catanava, S.A. de C.V., a subsidiary of Candelaria

MMP means Mutapa Mining & Processing Limitada, a mining company operating the Manica hard rock gold mine in Manica, Mozambique

Notification Date has the meaning given to it in clause 12.27(ii) (*Forecast Debt Service Cover Ratio (Saving Provision)*)

Obligors means the Borrower and the Guarantor

OID means the original issue discount, which is applicable to all Loans under the Facilities, being an amount of four point two five per cent (4.25%)

"Periodic Term SOFR Determination Day" is defined in the definition of "Term SOFR"

Permitted Distribution means any Distribution made by the Borrower to the Guarantor provided that no Default has occurred and is continuing or would result from the making of the Distribution

Permitted Financial Indebtedness means:

- (a) Financial Indebtedness arising under the Finance Documents; and
- (b) any other Financial Indebtedness permitted by the Lenders from time to time

Preliminary Draw Request means a preliminary draw request delivered by the Borrower to the Lenders informing the Lenders of its desire to borrow an Accordion Facility Loan and attaching the documents and evidence required in accordance with clause 4.3 (*Utilisation*) and Schedule 3 (*Conditions precedent to Accordion Facility*)

Quasi-Security means an arrangement or transaction to:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

Ramree means Ramree Corporation (Mauritius) Ltd., a guarantor of MMP and Endor's obligations under the Manica Agreements

Real de la Bufa means Real de la Bufa S.A. de C.V., an indirect subsidiary of Luca

Regulation means any present or future law, regulation, request, requirement or guideline of any authority, whether or not it has the force of law (but, if it does not, with which the person concerned habitually complies)

Related Fund in relation to a fund (the **first fund**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund

Repayment Date means:

- (a) the second Interest Payment Date falling after the first Utilisation Date;
- (b) each Interest Payment Date falling after the Repayment Date referenced in paragraph (a) up to, but excluding, the Final Repayment Date (Base Facility) and the Final Repayment Date (Accordion); and
- (c) the Final Repayment Date (Base Facility) and the Final Repayment Date (Accordion)

Residual Assets means the streaming and royalty agreements described in Schedule 7 (*Residual Assets*)

Restricted Party means a person that is:

- (a) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; or
- (b) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions

Right means any right, privilege, power, immunity or other interest or remedy of any kind

SA Security Trust Agreement means the assets security trust (*fideicomiso en garantía*) originally formalized by public deed of December 20, 2018, as amended and assigned to Empress Royalty Corp. through public deed of July 23 2021, entered into by and between Sierra Antapite (as trustor), Banco Interamericano de Finanzas S.A. (as original beneficiary and assignor), the Guarantor (as new beneficiary and assignee), Corfid Corporación Fiduciaria S.A. (as trustee) and Graham Alexander Speirs (as depositary)

Sanctions means the economic sanctions laws, regulations, embargoes or similar restrictive measures administered, enacted or enforced by:

- (a) the government of the US;
- (b) the United Nations;
- (c) the European Union;
- (d) the government of the United Kingdom;
- (e) the government of Canada; or
- (f) the respective governmental institutions and agencies of any of the foregoing, including the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), the United States Department of State, and Her Majesty's Treasury (**HMT**),

(together the **Sanctions Authorities**)

Sanctions List means the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities

Security means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to Financial Indebtedness and which has the same commercial effect as if security had been created over it; and
- (c) any right of set-off created by agreement

Security Documents means:

- (a) the General Security Agreement;
- (b) the Borrower Share Pledge; and
- (c) any other document designated as such by the Lenders and the Borrower

Sierra Antapite Agreements means:

- (a) the metal purchase and sale agreement for the exportation of future gold production dated 28 July 2021 and entered into between the Guarantor and Sierra Antapite (the **Sierra Antapite Streaming Agreement**); and
- (b) the side letter agreement dated 30 September 2021 and entered into between the Guarantor and Sierra Antapite

Sierra Antapite means Sierra Antapite S.A.C., a mining company operating the Sierra Antapite gold mine located in the province of Huaytará, Peru

Specified Time means:

- (a) in respect of the Base Facility Loan, twelve (12) Business Days prior to the proposed Utilisation Date; and
- (b) in respect of an Accordion Facility Loan, fifteen (15) Business Days prior to the proposed Utilisation Date

Subsidiary means any company or entity directly or indirectly controlled by that person (for which purpose, "control" means either the ownership of more than fifty per cent (50%) of the voting share capital (or equivalent right of ownership including where the voting share capital may have been transferred by way of Security or is otherwise held by a nominee) of that company or entity, or the power to direct its policies and management, whether by contract or otherwise)

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR” means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator’s Website on the immediately succeeding U.S. Government Securities Business Day.

Tahuehueto Agreement means the metal purchase and sale agreement dated April 14, 2021 and entered into between the Guarantor, Real De La Bufa and Luca

Tahuehueto Trust Agreement means the trust agreement dated November 12, 2020 (as amended from time to time) between, amongst others, Luca, Real De La Bufa and Campo Morado

Tax means all present and future taxes, levies, imposts, duties, fees or charges of whatever nature together with any related interest and penalties (and **Taxation** is construed accordingly)

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of Term SOFR Reference Rate selected by the Agent in its reasonable discretion)

“Term SOFR Floor” means 3.5% per annum

“Term SOFR Reference Rate” means the three (3) month forward-looking term rate based on SOFR

“Term SOFR” means for any Interest Period, the Term SOFR Reference Rate on the day (such day, the “Periodic Term SOFR Determination Day”) that is the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the Term SOFR Administrator provided, that if Term SOFR determined as provided above (including pursuant to the proviso above) shall ever be less than the Term SOFR Floor, then Term SOFR shall be deemed to be the Term SOFR Floor

Transaction Security means the Security created or expressed to be created in favour of the Lenders pursuant to the Security Documents, provided that any royalty or stream acquired by the Guarantor or any Subsidiary in the future which is not funded in part or in whole using the Facilities shall not be subject to the Transaction Security created by the Security Documents

TSX-V mean the TSX Venture Exchange

Utilisation Date means the date on which a Loan is to be made

Warrants means a total 3,104,513 share purchase warrants in the Guarantor, the term of which shall be three (3) years from the date of issuance and having a strike price (subject to TSX-V approval) calculated as a nil premium to the 20 day volume-weighted average price at the date the Guarantor makes a public announcement of the applicable Loan. The form of warrant certificate representing such Warrants shall be substantially in the form included in Schedule 8 to this Agreement

Interpretation

1.2 In this Agreement:

- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (b) references to clauses and schedules are to clauses of, and schedules to, this Agreement;
- (c) references to this Agreement, any Finance Document or any other document are to this Agreement or that document as from time to time amended, restated, novated, or replaced, however fundamentally;
- (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (e) a Default (other than an Event of Default) is continuing if it has not been remedied or waived and an Event of Default is continuing if it has not been waived;
- (f) references to a person include its successors in title, permitted assignees and permitted transferees;
- (g) words importing the plural include the singular and vice versa;
- (h) references to a time of day are to Eastern Standard Time, using the 24 hour clock; and
- (i) references to any enactment include that enactment as re-enacted; and, if an enactment is amended, any provision of the Finance Documents which refers to that enactment will

be amended in such manner as the Lenders, after consultation with the Borrower, determine to be necessary in order to preserve the intended effect of this Agreement.

1.3 "\$", "USD" and "Dollars" denote the lawful currency of the United States of America unless otherwise specified.

1.4 This Agreement may be executed in counterparts.

2. Conditions precedent

2.1 The obligation of the Lenders to make the Base Facility available is conditional on receipt by the Lenders of the documents and evidence described in Schedule 2 (*Conditions precedent to Base Facility*) in form and substance satisfactory to the Lenders.

2.2 The Accordion Facility is uncommitted and the Lenders have no obligation to make the Accordion Facility available. The availability of the Accordion Facility and each Accordion Facility Loan made thereunder will be conditional on:

- (a) receipt by the Lenders of the documents and evidence described in Schedule 3 (*Conditions precedent to Accordion Facility*) in form and substance satisfactory to the Lenders in respect of each Accordion Facility Loan;
- (b) the Lenders receiving its own investment committee approval to make the Accordion Facility Available in respect of each Accordion Facility Loan;
- (c) such other conditions as the Lenders may require from time to time; and
- (d) the Lenders confirming in writing to the Borrower that it is willing to make an Accordion Facility available, and the terms of that Accordion Facility (which shall be counter-signed by the Borrower and the Guarantor to confirm the terms that shall apply to such Accordion Facility) (the **Accordion Confirmation Notice**).

3. The Facilities

3.1 Subject to the terms of this Agreement:

- (a) the Lenders make available, severally (not jointly and not jointly and severally) to the Borrower a dollar term loan facility in an aggregate amount equal to the Initial Principal Amount but subject to the OID; and
- (b) the Lenders may, in their absolute discretion, make available to the Borrower a dollar term loan facility in an aggregate amount up to the Maximum Accordion Amount but

subject to the OID. The Accordion Facility may be drawn in one or more Loans, in each case subject to the terms of this Agreement.

3.2 The OID shall be applied as follows:

- (a) once drawn, the principal amount outstanding under the Base Facility shall be equal to the Initial Principal Amount, but the Lenders shall only be obliged to disburse \$3,443,983 in Base Facility Loan proceeds (less any other deductions it is entitled to make under this Agreement); and
- (b) assuming (for illustration purposes only), that the Accordion Facility is provided in an amount equal to the Maximum Accordion Amount, once drawn, the principal amount outstanding under the Accordion Facility shall be equal to the Maximum Accordion Amount, but the Lenders shall only be obliged to disburse \$25,056,017 in Accordion Facility Loan proceeds (less any other deductions it is entitled to make under this Agreement).

Purpose

3.3 The Borrower shall apply all amounts borrowed under the Base Facility in the following order of priority (and shall not apply any amounts borrowed under the Base Facility towards clause 3.3(b) below until the amounts required to be paid pursuant to clause 3.3(a) have been paid in full):

- (a) the full repayment of the NNRCF I Loan; and
- (b) the general corporate and working capital purposes of the Obligors, including the payment of any fees, costs, interest and other amounts incurred in connection with the Facilities.

3.4 The Borrower shall apply any amounts borrowed under the Accordion Facility towards the acquisition by the Borrower of new royalty or streaming assets.

3.5 All present and future amounts owing in respect of the Finance Documents (including in respect of the Accordion Facility) will be secured by the Security Documents.

4. Utilisation

Conditions Precedent to the Base Facility

4.1 The Borrower shall not deliver a Final Draw Request in respect of the Base Facility unless the Lenders have received all of the documents and other evidence listed in Schedule 2 (*Conditions*

precedent to Base Facility) in form and substance satisfactory to the Lenders or the Lenders have waived such satisfaction.

- 4.2 The Borrower must utilise the Base Facility in one single Base Facility Loan and the amount of the proposed Base Facility Loan must be for the Initial Principal Amount.

Conditions Precedent to the Accordion Facility

- 4.3 The Borrower shall not deliver a Preliminary Draw Request or Final Draw Request in respect of the Accordion Facility unless the Lenders have received all of the documents and other evidence listed in Schedule 3 (*Conditions precedent to Accordion Facility*) in form and substance satisfactory to the Lenders or the Lenders have waived such satisfaction. For the avoidance of doubt, the Borrower may deliver multiple Preliminary Draw Requests or Final Draw Requests in respect of the Accordion Facility, provided that the total amount of all Accordion Facility Loans made thereunder shall not exceed the Maximum Accordion Amount.
- 4.4 The amount of any Accordion Facility Loan shall be agreed from time to time in an Accordion Confirmation Notice but shall not be less than \$2,000,000.

Mechanics for drawing any Loan

- 4.5 Subject to the other terms of this Agreement, the Borrower may utilise a Facility by delivering to the Lenders a duly completed Final Draw Request not later than the Specified Time. A Final Draw Request may only be delivered on a Business Day within the Availability Period applicable to that Facility.
- 4.6 If the Borrower wishes to request that the Lenders make available the Accordion Facility (or an Accordion Facility Loan thereunder) it shall issue a Preliminary Draw Request no later than twenty five (25) days prior to the proposed Utilisation Date of an Accordion Facility Loan.
- 4.7 Without prejudice to the other terms of this Agreement (including the uncommitted nature of the Accordion Facility), the Lenders will use reasonable endeavours to confirm Due Diligence Clearance within ten (10) days of receipt of a Preliminary Draw Request.
- 4.8 A Final Draw Request may only be submitted in respect of an Accordion Facility Loan if the Lenders have delivered an Accordion Confirmation Notice and a Due Diligence Clearance (which may be delivered in the same document).
- 4.9 Each Final Draw Request and Preliminary Draw Request for a Loan is irrevocable and will not be regarded as having been duly completed unless it satisfies the requirements of this Agreement.

Making a Loan

- 4.10 Each Loan will be in Dollars.
- 4.11 The obligation of any Lender to make any Loan available to the Borrower is subject to the conditions that, on the date of each Preliminary Draw Request, Final Draw Request and each Utilisation Date:
- (a) no Default has occurred and is continuing;
 - (b) no Default will result from the making of a Loan;
 - (c) no Obligor is otherwise in breach of any of the Finance Documents; and
 - (d) the representations and warranties set out in clause 9 (*Representations*) are true and accurate.

Additional Conditions to Accordion Facility Loans

- 4.12 If the Lenders, or any one of them, have elected to make the Accordion Facility available in accordance with the terms of this Agreement, each Accordion Facility Loan shall be subject to the following additional conditions:
- (a) the amount of each proposed Accordion Facility Loan will be at least two million dollars (\$2,000,000);
 - (b) the Accordion Facility Loans can only be drawn after the date falling thirty (30) Business Days after the first Utilisation Date of the Base Facility and before the date falling thirty (30) Business Days prior to the Final Repayment Date (Base Facility);
 - (c) the maximum number of Accordion Facility Loans is eight (8);
 - (d) an Accordion Facility Loan cannot be made within thirty (30) days of another Accordion Facility Loan;
 - (e) the Guarantor shall have issued Additional Warrants in an amount equal to the Additional Warrant Amount by no later than the Utilisation Date in respect of the Accordion Facility Loan;
 - (f) the Guarantor shall have confirmed in writing that the Guarantee contained in Article 13 of this Agreement extends to the full amount of the Accordion Facility Loan and all associated liabilities; and

- (g) the Guarantor shall have provided evidence to the Lenders that the Additional Warrants have been issued and duly registered with the TSX-V by no later than the Utilisation Date in respect of the Accordion Facility Loan.

Conditions Subsequent in respect of the Base Facility

4.13 The Borrower or the Guarantor (as applicable) shall:

- (a) within ninety (90) days of the CP Satisfaction Date, use best efforts to finalise the Delayed Candelaria Registration in the name of the Guarantor, provided that, as long as the Guarantor continues to work on a best efforts basis to finalise the Delayed Candelaria Registration, it may seek an extension in connection with the ninety (90) day deadline prescribed, subject to the consent of the Lenders (such consent not to be unreasonably withheld if the Guarantor continues to demonstrate that it is working on a best efforts basis and any extension is for a reasonable period of time);
- (b) within ninety (90) days of completion of the registration outlined in clause 4.13(a) above, finalise the Delayed Candelaria Registration in the name of the Borrower provided that, as long as the Guarantor continues to work on a best efforts basis to finalise the Delayed Candelaria Registration, it may seek an extension in connection with the ninety (90) day deadline prescribed, subject to the consent of the Lenders (such consent not to be unreasonably withheld if the Guarantor continues to demonstrate that it is working on a best efforts basis and any extension is for a reasonable period of time); and
- (c) within ninety (90) days of the CP Satisfaction Date, supply to the Lenders evidence in a form and substance satisfactory to the Lenders of the transfer of all rights and obligations of the Guarantor under the Tahuehueto Trust Agreement to the Borrower, provided that, as long as the Guarantor continues to work on a best efforts basis to transfer the Tahuehueto Trust Agreement to the Borrower, it may seek an extension in connection with the ninety (90) day deadline prescribed, subject to the consent of the Lenders (such consent not to be unreasonably withheld if the Guarantor continues to demonstrate that it is working on a best efforts basis and any extension is for a reasonable period of time);.

Termination of commitment

4.14 Any part of a Facility which is undrawn at the end of the applicable Availability Period will be automatically cancelled.

5. Repayment

5.1 The Borrower will repay the Base Facility Loan on each Repayment Date in an amount equal to 8.33% of the Initial Principal Amount, provided that the amount due on the Final Repayment Date (Base Facility) shall be equal to the aggregate amount of the Base Facility Loan then outstanding. For the avoidance of doubt, each repayment (other than the repayment due on the Final Repayment Date (Base Facility)) shall be of the same amount.

5.2 The Borrower will repay each Accordion Facility Loan on each Repayment Date in an amount equal to 8.33% of the applicable Initial Accordion Principal Amount, provided that the amount due on the Final Repayment Date (Accordion) shall be equal to the aggregate amount of the

Accordion Facility Loan then outstanding. For the avoidance of doubt, each repayment (other than the repayment due on the Final Repayment Date (Accordion)) shall be of the same amount. All amounts owing under the Finance Documents shall be repaid in full on the Final Repayment Date (Base Facility) and the Final Repayment Date (Accordion), as applicable.

6. Prepayment

Mandatory prepayment - illegality

- 6.1 If, in any applicable jurisdiction, it becomes unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan (or it becomes unlawful for any of its Affiliates or Related Funds to do so) the Lenders shall promptly notify the Borrower upon becoming aware of that event and the Lenders may, by further notice to the Borrower given within thirty (30) Business Days of the initial notification declare all or part of the outstanding Loan, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon such outstanding Loan and amounts will become immediately due and payable.

Mandatory prepayment – asset disposal and compensation proceeds

- 6.2 Without prejudice to any other term of this Agreement, the Borrower shall, promptly upon receipt and, in any event, within five (5) Business Days of receipt, prepay the Loans in an amount equal to the amount of any Disposal Proceeds or Compensation Proceeds.

For the purpose of this clause 6.2:

- (a) **Compensation Proceeds** means any amounts received by an Obligor:
- (i) under or in respect of any Material Royalty/Stream Agreement or Residual Assets in connection with the termination or expiry of that agreement or in connection with any nationalisation, expropriation or compulsory purchase of any asset (whether in whole or part) referenced in a Material Royalty/Stream Agreement or which is a Residual Asset;
 - (ii) otherwise in the nature of damages or compensation under, in relation to, or in connection with any Material Royalty/Stream Agreement or Residual Asset; or
 - (iii) by way of repayment or refund of any upfront deposit or pre-payment made by an Obligor under any Material Royalty/Stream Agreement or Residual Asset (other than by way of ordinary course set-off pursuant to the terms of a Material Royalty/Stream Agreement or Residual Asset);

- (b) **Disposal** means a sale, lease, licence, transfer, loan or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions);
- (c) **Disposal Proceeds** means the consideration receivable by any member of the Group for any Disposal made by any member of the Group except for Excluded Disposal Proceeds and after deducting:
 - (i) any reasonable expenses which are incurred by any member of the Group with respect to that Disposal to persons who are not members of the Group; and
 - (ii) any Tax incurred and required to be paid by the seller in connection with that Disposal (as reasonably determined by the seller, on the basis of existing rates and taking account of any available credit, deduction or allowance); and
- (d) **Excluded Disposal Proceeds** means any disposal proceeds:
 - (i) in respect of ordinary course sale transactions involving gold or silver credits; or
 - (ii) which are less than \$50,000.

Voluntary prepayment of Loans

- 6.3 The Borrower may, if it gives the Lenders not less than twenty (20) Business Days' (or such shorter period as the Lenders may agree) prior notice, prepay the Loans in whole or in part (such part being a minimum amount of one million dollars (\$1,000,000)).
- 6.4 The right of the Borrower to prepay the Loans pursuant to clause 6.3 above is subject to the Lenders receiving a minimum absolute return of twenty per cent (20%) on the Loan amount to be prepaid (and for such purpose the absolute return shall exclude any return or value attributable to the Warrants) (the **Absolute Return**). If, at the date of a voluntary prepayment, the Lenders have not received the Absolute Return, then the prepaid amount shall include an additional "make-whole" sum equal to the amount required to ensure the Lenders achieve the Absolute Return on the prepaid amount.

Restrictions

- 6.5 Subject to clause 6.8 below, any prepayment given by the Borrower under this clause 6 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant prepayment is to be made and the amount of that prepayment.
- 6.6 Amounts prepaid under this clause 6 shall be applied against each repayment instalment due under clause 5 (*Repayment*) in inverse order of maturity.

- 6.7 Any prepayment under this Agreement shall be made in accordance with clause 6.4 above, together with accrued interest on the amount prepaid and together with any fees and other amounts outstanding in relation to the amount prepaid.
- 6.8 Any prepayment under this clause 6 can only be made on an Interest Payment Date.
- 6.9 The Borrower may not reborrow any part of a Facility which is prepaid.
- 6.10 The Borrower shall not repay or prepay all or any part of a Loan to the extent applicable, except at the times and in the manner expressly provided for in this Agreement.

7. Interest

Dates of payment

- 7.1 Subject to clause 7.2 below, the Borrower will pay interest on the Loans for each Interest Period on its Interest Payment Date.
- 7.2 If a Utilisation Date falls within five (5) days prior to an Interest Payment Date, then the interest for that Interest Period shall not be payable on that Interest Payment Date and instead shall fall due for payment on the following Interest Payment Date (together with any other interest due on that Interest Payment Date).

Rates of interest

- 7.3 The rate of interest is the aggregate of (a) the Margin, and (b) Term SOFR (or such other comparable or successor rate selected by the Lenders) as determined on the first day of each Interest Period.

Interest Periods

- 7.4 Subject to clause 7.5, Interest Periods for a Loan will be three (3) Months or any other period agreed between the Borrower and the Lenders.
- 7.5 Interest Periods will:
- (a) in the case of the first Interest Period in relation to a Loan, begin on its Utilisation Date and end on the next following Interest Payment Date; and
 - (b) in the case of all subsequent Interest Periods in relation to a Loan, begin on the day after the last day of the preceding Interest Period applicable to that Loan and end on the following Interest Payment Date (or, if earlier, the Final Repayment Date (Base Facility or Final Repayment Date (Accordion), as applicable).

7.6 No Interest Period will extend beyond the Final Repayment Date.

Days other than Business Days

7.7 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the preceding Business Day in that month.

Maximum Rate

7.8 Notwithstanding anything contained in this Agreement or any other Finance Document, no "interest" shall be paid or payable to the Lenders in connection with the "credit advanced" in respect of a Loan at an annual rate of interest greater than that rate which is one (1%) percent per annum less than the "criminal rate" of interest (the "**Maximum Rate**"). In that regard the Borrower agrees not to pay to the Lenders and the Lenders agree not to demand from the Borrower, "interest" on the "credit advanced" in respect of a Loan which is in excess of the Maximum Rate (any excess being called "**Excess Interest**").

7.9 Any "interest" received by the Lenders on the "credit advanced" in respect of a Loan which could, but for this clause, be construed as Excess Interest, will be automatically applied to the outstanding balance of that Loan as a repayment on account of the principal balance of that Loan then outstanding which in turn shall be automatically reduced by the amount of the Excess Interest received. If it is at any time determined that, at the time any Excess Interest was received by the Lenders, there were no, or insufficient, principal monies owing to the Lenders to allow for an automatic reduction of the principal balance of a Loan as contemplated above, the Borrower shall reduce the "interest" paid by the Borrower on the "credit advanced" in respect of that Loan to the Maximum Rate by either one or a combination of the following:

(a) if that Loan has not then been repaid in full, by reducing the "interest" payable thereafter on the "credit advanced" in respect of that Loan:

(i) firstly, by reducing the monies payable thereafter on account of the arrangement fee provided for in clause 8.1 (*Arrangement Fee*); and

(ii) secondly if necessary, by reducing the monies payable thereafter on account of interest,

until the Excess Interest is repaid to the Borrower in full; or

(b) if the Loan has been repaid in full, or there are insufficient monies due and owing in account of the Loan to allow for a repayment of the Excess Interest in accordance with subparagraph (a) above, by repaying to the Borrower, on demand, that amount which would repay the outstanding Excess Interest in its entirety.

In this section words or phrases in quotations and which are defined in Section 347 of the Criminal Code of Canada have the meaning set out in that section.

8. Fees and expenses

Arrangement fee

- 8.1 The Borrower shall pay to the Lenders an arrangement fee in respect of the Base Facility in the amount of two per cent (2%) of the Lent Funds which shall be payable on the first Utilisation Date out of the proceeds of the Base Facility Loan (and, for such purposes, the Lenders shall be entitled to deduct such amounts from the Base Facility Loan to be disbursed to the Borrower).
- 8.2 The Borrower shall pay to the Lenders an arrangement fee in respect of the Accordion Facility in the amount of two per cent (2%) of any Lent Funds made available under this Agreement, which shall be payable on the first Utilisation Date of that Accordion Facility Loan out of the proceeds of the Accordion Facility (and, for such purposes, the Lenders shall be entitled to deduct such amounts from the Accordion Facility Loan to be disbursed to the Borrower).

Expenses

- 8.3 The Borrower shall promptly on demand pay the Lenders the amount of all costs and expenses (including legal fees) reasonably incurred and properly documented by any of them in connection with the negotiation, preparation, delivery and execution of:
- (a) this Agreement and any other documents referred to in this Agreement;
 - (b) the evaluation of any Preliminary Draw Request and its associated materials; and
 - (c) any other Finance Documents executed after the date of this Agreement,

but, in each case, subject to any capped fee arrangements which have been agreed in writing between the Borrower and the Lenders from time to time.

Amendment costs

- 8.4 If an Obligor requests an amendment, waiver or consent the Borrower shall, within seven (7) Business Days of demand, reimburse the Lenders for the amount of all costs and expenses (including legal fees) reasonably incurred by the Lenders in responding to, evaluating, negotiating or complying with that request or requirement.

Enforcement costs

- 8.5 The Borrower shall, within five (5) Business Days of demand, pay the Lenders the amount of all costs and expenses (including legal fees) incurred by the Lenders in connection with the enforcement of, or the preservation of any rights under any Finance Document.

Failure to fulfil conditions precedent

- 8.6 The amounts described in this clause 8 (excluding all Arrangement Fees described in clauses 8.1 and 8.2 (*Arrangement Fee*)) are payable by the Borrower even if the conditions precedent contained in clause 2 (*Conditions precedent*) are never fulfilled.

Borrower breakup event

- 8.7 The Borrower acknowledges it has a requirement to prefund the Lenders for any expenses incurred pursuant to clause 8.3(b) (*Expenses*) (the **Due Diligence Amount**).
- 8.8 If the Borrower withdraws its request to draw an Accordion Facility Loan after it has submitted a Preliminary Draw Request but prior to receiving Due Diligence Clearance, then the Borrower shall forfeit the Due Diligence Amount.
- 8.9 If the Borrower withdraws its request to draw an Accordion Facility Loan after receiving Due Diligence Clearance, it shall:
- (a) forfeit the Due Diligence Amount; and
 - (b) pay a fee equal to two times the amount of the arrangement fee referred to in clause 8.2 (*Arrangement fee*) (the **Additional Due Diligence Amount**).
- 8.10 The Borrower shall pay the Additional Due Diligence Amount within 30 days of receiving an invoice in respect of such costs from the Lenders.
- 8.11 The payments to be made by the Borrower to the Lenders pursuant to clauses 8.7 to 8.9 (*Borrower Breakup Event*) above will be the Lenders' sole and exclusive remedy in connection with a Borrower breakup event.

9. Representations

- 9.1 Other than in respect of the representations and warranties set out in clauses 9.44 to 9.48 (*Material Counterparties and Material Royalty/Stream Agreements*), which shall be made by each Obligor on the date of this Agreement only, each Obligor makes the representations and warranties set out in this clause 9 to the Lenders on the date of this Agreement, each Preliminary Draw Request, each Final Draw Request, each Utilisation Date and on the first day of each Interest Period. Any representations and warranties deemed to be made after the date

of this Agreement shall be deemed to be made by each Obligor by reference to the facts and circumstances then existing.

Status

- 9.2 It is duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
- 9.3 It has the power to own its assets and carry on its business as it is being conducted.

Binding obligations

- 9.4 The obligations expressed to be assumed by it in each Finance Document to which it is a party are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.
- 9.5 Subject to the Legal Reservations, and without limiting the generality of clause 9.4 above, each Security Document to which it is a party creates the Security which that Security Document purports to create and that Security is valid and effective.

Non-conflict with other obligations

- 9.6 The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is a party do not and will not conflict with:
 - (a) any law or regulation applicable to it;
 - (b) its constitutional documents;
 - (c) the Material Royalty/Stream Agreements; or
 - (d) any other agreement or instrument binding upon it or any of its assets.

Power and authority

- 9.7 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.
- 9.8 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Material Royalty/Stream Agreements to which it is a party and the transactions contemplated by those Material Royalty/Stream Agreements.
- 9.9 No limit on its powers will be exceeded as a result of the borrowing, grant of Security or giving of guarantees or indemnities contemplated in the Finance Documents to which it is a party.

Authorisations

9.10 All Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect if failure to obtain or effect or maintain those Authorisations has or is reasonably likely to have a Material Adverse Effect.

9.11 All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;
- (b) to ensure that the Transaction Security has the priority and ranking contemplated by the relevant Security Documents; and
- (c) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect or will be obtained or effected and will be in full force and effect as and when they are required.

No default

9.12 As at the date of this Agreement, no Default has occurred and is continuing.

9.13 No Event of Default has occurred and is continuing or might reasonably be expected to result from the making of any Loan or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

9.14 No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument (other than the Material Royalty/Stream Agreements) which is binding on it or to which its assets are subject which has or would reasonably be expected to have a Material Adverse Effect.

No misleading information

9.15 Any written factual information supplied by it or on its behalf to the Lenders was true, accurate and complete in all material respects (and was not misleading in any material respect) as at its date or (as the case may be) as at the date the information is expressed to be given.

No Insolvency

9.16 No:

- (a) corporate action, legal proceedings or other procedure or step described in clause 12.9 (*Insolvency proceedings*); or

(b) creditors' process described in clause 12.10 (*Creditors' process*),

has since the date of this Agreement been taken against it and none of the circumstances described in clause 12.7 or 12.8 (*Insolvency*) applies to it.

No proceedings pending or threatened

9.17 As at the date of this Agreement, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency been started or (to the best of its knowledge and belief having made due and careful enquiry) threatened against it.

No breach of laws

9.18 It is in compliance in all material respects with all laws and regulations (including relating to environmental or social matters) to which it is subject.

Good title to assets

9.19 It has good and marketable title (or the equivalent in any relevant jurisdiction) to, or valid leases or licences of, or rights to, the assets (including mining licences or claims) necessary to carry on its business as presently conducted.

Legal and beneficial ownership

9.20 It is (or will be at the relevant date in respect of Security granted over future property) the sole legal and beneficial owner of the respective assets and/or rights over which it purports to grant Security pursuant to the Security Documents.

Ownership and corporate structure

9.21 The Borrower is a wholly owned Subsidiary of the Guarantor.

9.22 The Guarantor has no Subsidiaries other than the Borrower and the Borrower has no Subsidiaries.

9.23 The shares which are subject to the Transaction Security are not subject to any option to purchase or similar rights.

9.24 The constitutional documents of the Borrower do not and could not restrict or inhibit any transfer of those shares or creation or enforcement of the Transaction Security.

9.25 Other than in respect of (i) the Warrants, (ii) the 4,350,000 warrants issued to [REDACTED] in September 2022 in connection with a non-brokered private placement, (iii) the 4,316,666 warrants issued in relation to the non-brokered private placement completed in October 2022 and (iv) incentive options, Restricted Share Units and Deferred Share Units issued and allotted



in connection with the Guarantor's Equity Incentive Plan and Stock Option Plan, and any warrants to be issued by the Guarantor in connection with equity raisings after the date of this Agreement, there are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for, the issue or allotment of, any of its share or loan capital (including any option or right of pre-emption or conversion).

- 9.26 Other than in respect of (i) the Warrants, (ii) the 4,350,000 warrants issued to [REDACTED] in connection with a non-brokered private placement in September 2022, (iii) the 4,316,666 warrants issued in relation to the non-brokered private placement completed in October 2022 and (iv) incentive options, Restricted Share Units and Deferred Share Units issued and allotted in connection with the Guarantor's Equity Incentive Plan and Stock Option Plan, and any warrants to be issued by the Guarantor in connection with equity raisings after the date of this Agreement, , no person has any right to call for the issue of any share capital or loan stock in any Obligor other than in accordance with the Finance Documents.

Security and Financial Indebtedness

- 9.27 No Security or Quasi-Security exists over all or any of the present or future assets of any Obligor other than the Transaction Security.
- 9.28 No Obligor has any Financial Indebtedness outstanding other than Permitted Financial Indebtedness.

Ranking

- 9.29 The Transaction Security has or will have first ranking priority and it is not subject to any prior ranking or pari passu ranking Security except those creditors whose claims are mandatorily preferred by laws of general application to companies.
- 9.30 Subject to any filings, registration or notice requirements, all actions required to perfect the Transaction Security have been, or will be in accordance with the terms of the Finance Documents, duly performed and the Transaction Security constitutes or will constitute perfected Security over the assets secured or purported to be secured under the Transaction Security.

No filing or stamp taxes

- 9.31 Under the law of its jurisdiction of incorporation or formation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents other than the filing of financing statements pursuant to the Personal Property Security Act of British Columbia, Canada in connection with the perfection of the Security created under the Security Documents governed by the laws of British Columbia.

The Accounts

- 9.32 The Accounts have been prepared in accordance with IFRS. The Accounts provide a true and fair view of the financial position of the Guarantor as at the Accounts Date and of the operations of the Guarantor for the financial period ended on that date.
- 9.33 There has been no material adverse change in the financial position of the Guarantor from that set out in the Accounts.

Taxation

- 9.34 It is not required to make any Tax Deduction from any payment it may make under any Finance Document.
- 9.35 It is not materially overdue in the filing of any Tax returns.
- 9.36 It has paid or discharged all Taxes due and payable by it except for those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with IFRS and, to the extent that any Taxes are not due and payable, it (or the relevant Subsidiary) has provided adequate reserves for the payment of those Taxes in accordance with IFRS.
- 9.37 No claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to Taxes which are reasonably likely to be adversely determined and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect.
- 9.38 It is resident for Tax purposes only in its jurisdiction of incorporation.
- 9.39 It is not a passive foreign investment company for the purposes of U.S. taxation law.

Anti-corruption law

- 9.40 It has conducted its businesses in compliance with anti-corruption laws (including the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions applicable to each Obligor's business) and has instituted and maintains policies and procedures designed to promote and achieve compliance with such laws.,

Sanctions

- 9.41 Neither it, nor any of the Material Counterparties, nor any of its or their respective directors, officers or employees, nor to its knowledge, any persons acting on any of their behalf:

(a) is a Restricted Party; or

- (b) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.
- 9.42 It has not and will not use the proceeds of any Facility in any manner that would result in a violation of Sanctions including for the purpose of financing or making funds available directly or indirectly to any person or entity which is a Restricted Party.

Margin stock

- 9.43 The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Loan will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

Material Counterparties and Material Royalty/Stream Agreements

- 9.44 To the best of its knowledge and belief, each Material Counterparty is duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
- 9.45 To the best of its knowledge and belief, each Material Counterparty has the power to own its assets and carry on its business as it is being conducted.
- 9.46 At the date of entering into the applicable Material Royalty/Stream Agreements, each Material Counterparty had the power to enter into, perform and deliver, and had taken all necessary action to authorise its entry into, performance and delivery of, the Material Royalty/Stream Agreement to which it is a party and the transactions contemplated by those Material Royalty/Stream Agreements.
- 9.47 At the date of entering into the applicable Material Royalty/Stream Agreements, each Material Counterparty has good and marketable title (or the equivalent in any relevant jurisdiction) to, or valid leases or licences of, or rights to, the assets (including mining licences or claims) necessary to carry on its business as presently conducted and as contemplated by the Material Royalty/Stream Agreements.
- 9.48 Each of the Material Royalty/Stream Agreements are in full force and effect and the obligations expressed to be assumed by each Material Counterparty in each Material Royalty/Stream Agreement to which it is a party are legal, valid, binding and enforceable obligations.
- 9.49 The conditions that are required to be satisfied for the effectiveness of the Material Royalty/Stream Agreements have been satisfied and confirmed as such by the respective Material Counterparties.

- 9.50 No event or circumstance is outstanding which constitutes a material breach or default under any Material Royalty/Stream Agreement and no notice of termination or dispute of a material nature has been served thereunder.
- 9.51 As at the date of this Agreement, to the best of its knowledge and belief, no material litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency been started or threatened against any Material Counterparty.
- 9.52 To the best of its knowledge and belief, no:
- (a) corporate action, legal proceedings or other procedure or step described in clause 12.9 (*Insolvency proceedings*); or
 - (b) creditors' process described in clause 12.10 (*Creditors' process*),
- has since the date of this Agreement been taken against any Material Counterparty and none of the circumstances described in clause 12.7 or 12.8 (*Insolvency*) applies to a Material Counterparty.
- 9.53 Other than in respect of the Delayed Candelaria Registration and Delayed Tahuehueto Transfer, the royalties and/or streams granted under or in connection with the Material Royalty/Stream Agreements have been fully registered in accordance with applicable laws in the name of the Guarantor.
- 9.54 Other than in respect of the Delayed Candelaria Registration and Delayed Tahuehueto Transfer, all Material Royalty/Stream Security has been duly registered and perfected in the name of the Guarantor in accordance with applicable laws.
- 9.55 None of the Material Counterparties have granted any Security or guarantee in favour of an Obligor other than the Security and guarantees set out in Schedule 6 (*Material Royalty/Stream Security*).
- 9.56 Other than the Delayed Candelaria Registration and the Delayed Tahuehueto Transfer, each of the Conditions Subsequent set out in Section 4.13 of the NNRCF I Loan Agreement have been satisfied.

10. Information Undertakings

- 10.1 The undertakings in this clause 10 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents.

Financial statements

10.2 The Guarantor shall supply to the Lenders:

- (a) as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, in the case of the Guarantor audited consolidated financial statements; and
- (b) as soon as the same become available, but in any event within sixty (60) days after the end of each quarter of each of its financial years, its unaudited financial statements for that financial quarter.

Requirements as to financial statements

10.3 Each set of financial statements delivered pursuant to clause 10.2 (*Financial statements*) shall be certified by an authorised signatory of the Guarantor as fairly presenting its financial condition as at the date as at which those financial statements were drawn up.

10.4 The Guarantor shall procure that each set of its financial statements delivered pursuant to clause 10.2 (*Financial statements*) is prepared using IFRS.

Other management reporting

10.5 The Obligors shall supply to the Lenders:

- (a) promptly, and in any event within sixty (60) days after the end of each of its financial years, the annual business plan and forecasts of the Group;
- (b) on a quarterly basis, a compliance certificate for that quarter demonstrating that, on the last day of that quarter, the Obligors were in compliance with clause 11.31 (*Financial covenants*) and providing appropriate supporting information and confirming that, on such date, no Default is continuing;
- (c) on a quarterly basis, a summary of the material aspects of any report (including royalty/streaming statements, site visit reports, and changes to production forecasts) received by an Obligor from a Material Counterparty or any other counterparty to a Residual Asset;
- (d) promptly, and in any event within fifteen (15) days after the end of each of month, the monthly report in the same format as delivered to executive management of the Borrower and/or Guarantor, which shall include (as a minimum):
 - (i) the cash position of each Obligor;
 - (ii) a statement of each Obligor's assets and liabilities;

- (iii) the budget for each Obligor;
- (iv) the forecast revenue for each Obligor (including any new royalty or stream anticipated to become revenue-generating);
- (v) a monthly summary of any developments concerning the Material Counterparties which have occurred during the previous month and which may be reasonably expected to have a Material Adverse Effect on Borrower's forecast revenue; and
- (vi) its anticipated advanced acquisition pipeline.

Information: miscellaneous

10.6 The Obligors shall supply to the Lenders:

- (a) promptly upon becoming aware of them, details of any material litigation, arbitration or administrative proceedings which are started against any Obligor;
- (b) promptly upon becoming aware of them, details of any material litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes commenced against any Material Counterparty;
- (c) promptly upon becoming aware of them, details of any material dispute, breach, default, non-payment, termination, amendment, waiver or the payment of any material compensation under any Material Royalty/Stream Agreement;
- (d) promptly upon becoming aware of it, details of any material amendment to any mining claim in connection with any of the Material Royalty/Stream Agreements, which would reasonably be expected to have a Material Adverse Effect on the value of such mining claim;
- (e) promptly upon becoming aware of them, the details of any material claims, disputes or investigations which are being, or are reasonably likely to be, made or conducted against any Obligor with respect to Taxes; and
- (f) promptly, such further information regarding the financial condition, business, assets and operations of any Obligor as the Lenders may reasonably request, except to the extent that disclosure of the information would breach any law, regulation or stock exchange requirement applicable to it, or would be in breach of a duty of confidentiality to a person who is not an Affiliate of any member of the Group (provided that the Borrower has taken, or has procured the Guarantor to take, all reasonable steps to obtain the permission of such third party to disclose such information).

Notification of default

- 10.7 The Borrower shall notify the Lenders of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- 10.8 Promptly upon a request by the Lenders, the Borrower shall supply to the Lenders a certificate signed by two (2) of its authorised signatories on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

Know your customer checks

- 10.9 If:
- (a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
 - (b) any change in the status of an Obligor after the date of this Agreement; or
 - (c) a proposed assignment or transfer by any Lender of any of its rights and obligations under this Agreement,

obliges any Lender (or, in the case of clause 10.9(c) above, any prospective new Lender) to comply with know your customer or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by such Lender (for itself or, in the case of the event described in clause 10.9(c) above, on behalf of any prospective new Lender) in order for such Lender or, in the case of the event described in clause 10.9(c) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

11. General Undertakings

- 11.1 The undertakings in this clause 11 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents.

Purpose

- 11.2 The Obligors shall only use the proceeds of a Loan for the purposes specified in clause 3.3 (*Purpose*).

Authorisations

11.3 Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) on the reasonable request of the Lenders, supply a certified copy to the Lenders of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document.

Compliance with laws

11.4 Each Obligor shall comply in all material respects with all laws and regulations to which it is subject.

Negative pledge

11.5 No Obligor shall create or permit to subsist any Security over any of its assets other than the Transaction Security.

Ranking

11.6 Each Obligor shall ensure that at all times any unsecured and unsubordinated claims of the Lenders against it under the Finance Documents will be first ranking and rank ahead of the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

No guarantees or indemnities

11.7 No Obligor shall incur or allow to remain outstanding any Guarantee in respect of any obligation of any person.

Distributions

11.8 Except for Permitted Distributions, the Obligors shall not make or pay any Distribution without the prior written consent of the Lenders.

Books and records

11.9 The Obligors shall:

- (a) keep proper books of records and accounts, in which full, true and correct entries in conformity with IFRS and all other legal requirements shall be made of all dealings and transactions and assets in relation to its business and activities; and

- (b) permit the Lenders to visit and inspect any of its offices and examine and make abstracts from any of its books and records up to two times per year provided no Event of Default has occurred and is continuing (or, if an Event of Default has occurred and is continuing, at such times as the Lenders shall deem fit) and to discuss its business operations, properties and financial and other condition with its officers and employees and its independent public accountants.

Share capital

11.10 No Obligor shall, without the prior written consent of the Lenders:

- (a) purchase, reduce, cancel, repay or redeem any of its share capital, interests, participations, rights in, option over its share capital or other equivalent ownership interests;
- (b) redeem, reduce, cancel, repay, purchase or transfer any shareholder loans or loan stock;
- (c) issue any shares or voting capital or grant any right to acquire or be issued any shares, unless such shares are issued for the purpose of making equity contributions or raising equity, or for the exercise of warrants or incentive stock options under the Guarantor's Stock Option Plan or Equity Incentive Plan, or upon the vesting of Restricted Share Units or Deferred Share Units or rights granted to acquire shares under the Guarantor's Stock Option Plan or Equity Incentive Plan and, in the case of shares in the Borrower, all such shares are subject to the Transaction Security; or
- (d) alter the nature of, or any rights attaching to, any of its shares.

Financial Indebtedness, Loans or credit

11.11 No Obligor shall incur or allow to remain outstanding any Financial Indebtedness.

11.12 No Obligor shall be a creditor in respect of any Financial Indebtedness.

11.13 Clauses 11.11 and 11.12 above do not apply to Permitted Financial Indebtedness.

Acquisitions

11.14 No Obligor shall, without the prior written consent of the Lenders:

- (a) acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them);
- (b) incorporate a company; or

(c) acquire any business or interest therein or form or enter into, any partnership, consortium, joint venture or other like arrangement or agree to do so,

but this shall not preclude (i) the Guarantor from undertaking any new equity raises or issuances or (ii) the Guarantor or any new Subsidiary from acquiring any additional royalty or streaming assets after the date of this Agreement.

Disposals

11.15 No Obligor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any material rights under a Material Royalty/Stream Agreement or Residual Assets without the prior written consent of the Lenders.

11.16 No Obligor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any of its other material assets unless the Borrower demonstrates to the satisfaction of the Lenders that such sale is at fair market value and the net proceeds are to be applied in prepayment of the Loans.

Arm's length basis

11.17 No Obligor shall enter into any transaction with any person except on arm's length terms and for full market value.

Corporate Reorganisation

11.18 No Obligor shall enter into any de-merger or corporate reconstruction.

Anti-corruption law

11.19 No Obligor shall directly or indirectly use the proceeds of a Facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions applicable to each Obligor's business.

11.20 Each Obligor shall:

(a) (and the Obligors shall procure that each of their Subsidiaries shall) conduct its businesses in compliance with anti-corruption laws (including the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions applicable to each Obligor's business); and

(b) maintain policies and procedures designed to promote and achieve compliance with such laws.

Sanctions

11.21 The Obligors shall not, and shall not permit or authorise any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of a Facility or other transaction(s) contemplated by this Agreement to fund any trade, business or other activities:

- (a) involving or for the benefit of any Restricted Party; or
- (b) in any other manner that would reasonably be expected to result in it, or any of its Subsidiaries or any Lender being in breach of any Sanctions (if and to the extent applicable to any of them) or becoming a Restricted Party.

Taxation

11.22 Each Obligor shall:

- (a) file all tax returns required to be filed by it in any jurisdiction;
- (b) pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:
 - (i) such payment is being contested in good faith;
 - (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Lenders under clause 10.2 (*Financial statements*); and
 - (iii) such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.

11.23 No Obligor may change its residence for Tax purposes.

Corporate structure and ownership of Obligors

11.24 The Obligors shall not (a) form, acquire or have any Subsidiaries other than, in respect of the Guarantor, the Borrower, or (b) enter into any merger or amalgamation without the prior consent of the Lenders, such consent not unreasonably withheld

Property

11.25 Each Obligor shall maintain, preserve, protect and keep good and marketable title to all of its assets which are the subject of any Transaction Security.

11.26 No member of the Group other than the Borrower shall enter into any royalty or streaming agreement after the date of this Agreement which is funded by the Facilities in part or in whole.

Insurance

11.27 Each Obligor shall maintain and preserve all of its property useful and necessary in its business in good working order and condition in accordance with industry standards, ordinary wear and tear excepted.

11.28 Each Obligor shall maintain liability and property damage insurance with respect to its property and business with financially sound and reputable insurance companies that are not Affiliates of the Obligors, in such amounts and covering such risks as are usually insured against by similar companies engaged in the same or a similar business.

Anti-money laundering law

11.29 Each Obligor shall:

- (a) comply with applicable anti-money laundering laws including, without limitation the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada); and
- (b) maintain policies and procedures designed to promote and achieve compliance with such laws.

Further assurance

11.30 Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, charges, notices and instructions) as the Lenders may reasonably specify (and in such form as the Lenders may require):

- (a) to create, perfect, protect or maintain the Security created or intended to be created under or evidenced by the Security Documents (which may include the placing or removal of any registration or financing statement) or for the exercise of any rights, powers and remedies of the Lenders provided by or pursuant to the Finance Documents or by law;
- (b) to ensure that the Transaction Security has or will have first ranking priority; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents.

Financial Covenants

11.31 The Guarantor shall ensure that, at the end of each month:

- (a) its consolidated cash balance is no less than five hundred thousand dollars (US\$500,000); and
- (b) it has a positive adjusted working capital balance (including cash on its balance sheet) on a consolidated basis.

Undertakings in respect of the Material Royalty/Stream Agreements

11.32 Each Obligor shall:

- (a) comply in all material respects with all of its obligations under each Material Royalty/Stream Agreement;
- (b) enforce its rights under each Material Royalty/Stream Agreement in accordance with its terms; and
- (c) upon request of the Lenders, make to each Material Counterparty such demands and requests for information and reports or for action as it is entitled to make under such Material Royalty/Stream Agreement.

11.33 No Obligor shall, without the prior consent of the Lenders, permit or agree to:

- (a) any material amendment of a Material Royalty/Stream Agreement;
- (b) the suspension, waiver, repudiation, revocation, annulment or cancellation of the whole of, or any material provision of, a Material Royalty/Stream Agreement;
- (c) the assignment or transfer of a Material Royalty/Stream Agreement, provided such Material Royalty/Stream Agreement provides the Obligor with such a consent right;
- (d) any other party to a Material Royalty/Stream Agreement assigning or transferring that party's rights or obligations under that Material Royalty/Stream Agreement, provided such Material Royalty/Stream Agreement provides the Obligor with such a consent right; or
- (e) the termination of a Material Royalty/Stream Agreement.

12. Events of Default

12.1 Each of the events or circumstances set out in clause 12 is an Event of Default (save for clause 12.27 (*Forecast Debt Service Cover Ratio (Saving Provision)*) and clause 12.28 (*Acceleration*)).

Non-payment

12.2 An Obligor does not pay on the due date any amount payable pursuant to a Finance Document in the manner in which it is expressed to be payable unless its failure to pay is caused by an

administrative or technical error and payment is made within three (3) Business Days of the due date.

Other obligations

- 12.3 An Obligor does not comply with any provision of the Finance Documents (other than those referred to in clause 12.2 (*Non-payment*)) unless the relevant non-compliance is capable of remedy and is remedied within ten (10) Business Days of the earlier of (i) the Lenders giving notice to the Borrower and (ii) the Borrower (or the relevant Obligor) becoming aware of the failure to comply.

Misrepresentation

- 12.4 Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of an Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made or repeated unless the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within ten (10) Business Days of the earlier of (i) the Lenders giving notice to the Borrower and (ii) the Borrower (or the relevant Obligor) becoming aware of the misrepresentation.

Cross default

- 12.5 Any Financial Indebtedness of any Obligor is not paid when due nor within any applicable grace period.
- 12.6 Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

Insolvency

- 12.7 Any Obligor or Material Counterparty:
- (a) is unable or admits inability to pay its debts as they fall due; or
 - (b) suspends or threatens in writing to suspend making payments on any of its debts or announces in writing or threatens in writing an intention to do so.
- 12.8 On a consolidated basis, the value of the assets of the Obligors is less than their liabilities (taking into account contingent and prospective liabilities).

Insolvency proceedings

- 12.9 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, striking off, winding up, dissolution, bankruptcy, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor or a Material Counterparty;
- (b) a composition, compromise, assignment or arrangement with any creditor of any Obligor or a Material Counterparty;
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or a Material Counterparty or any of its assets; or
- (d) the enforcement of any Security over any assets of any Obligor or a Material Counterparty,

or any analogous procedure or step is taken in any jurisdiction.

Creditors' process

- 12.10 Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any Obligor or a Material Counterparty.

Share ownership

- 12.11 The Guarantor ceases to:

- (a) have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (i) cast, or control the casting of, less than one hundred per cent (100%) of the maximum number of votes that might be cast at a general meeting of the Borrower;
 - (ii) appoint or remove all of the directors or other equivalent officers of the Borrower; or
 - (iii) give directions with respect to the operating and financial policies of the Borrower with which the directors or other equivalent officers of the Borrower are obliged to comply; or
- (b) hold legally or beneficially one hundred per cent (100%) of the issued share capital, interests, participations, rights in or other equivalent ownership interests of the Borrower.

- 12.12 There is a Change of Control in respect of the Guarantor.

For the purpose of this clause 12.12:

Change of Control means any person or group of persons acting in concert gains direct or indirect control of the Guarantor. For the purposes of this definition:

(a) **control** of the Guarantor means:

(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(A) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of the Guarantor; or

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of the Guarantor;

(C) give directions with respect to the operating and financial policies of the Guarantor with which the directors or other equivalent officers of the Guarantor are obliged to comply; or

(ii) the holding beneficially of more than 50% of the issued share capital, interests, participations, rights in or other equivalent ownership interests of the Guarantor (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); and

(b) **acting in concert** means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Guarantor by any of them, either directly or indirectly, to obtain or consolidate control of the Guarantor.

Unlawfulness and invalidity

12.13 It is or becomes unlawful for any person (other than the Lenders or the Collateral Agent) to perform any of its obligations under the Finance Documents.

12.14 Any obligation or obligations of any person (other than the Lenders or the Collateral Agent) under any Finance Document are not or cease to be legal, valid, binding or enforceable.

12.15 Any Obligor rescinds, terminates or repudiates or purports or gives notice to rescind, terminate or repudiate a Finance Document to which it is a party or evidences an intention to rescind, terminate or repudiate such Finance Document.

12.16 Any Transaction Security ceases to be legal, valid, binding, enforceable or effective.

Cessation of business

- 12.17 Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

Material Adverse Change

- 12.18 Any event or circumstance or series of events or circumstances (including any change to any law or regulation) occurs which has or is reasonably likely to have a Material Adverse Effect.

Legal process

- 12.19 Any Obligor fails to comply with or pay by the required time any sum due from it under any final judgment or any final order made or given by a court or arbitral tribunal or other arbitral body, in each case of competent jurisdiction.
- 12.20 Any assets of an Obligor or a Material Counterparty become the subject of any legal process (for instance, execution, sequestration or enforcement by a landlord) and are not discharged within seven (7) days.
- 12.21 Any steps are taken to enforce any Security over any assets of an Obligor or a Material Counterparty.

Material Royalty/Stream Agreement and Material Counterparties

- 12.22 Any Material Royalty/Stream Agreement is terminated, cancelled, suspended or revoked (whether wholly or in part) other than any such termination, cancellation or suspension in accordance with its terms.
- 12.23 Any Material Counterparty rescinds, or repudiates or purports or gives notice to rescind, or repudiate a Material Royalty/Stream Agreement to which it is a party.
- 12.24 Any Material Counterparty suspends or ceases to carry on its business.
- 12.25 Any obligation of any person under any Material Royalty/Stream Agreement are not or cease to be legal, valid, binding or enforceable.
- 12.26 Any Material Royalty/Stream Security ceases to be legal, valid, binding, enforceable or effective.

Forecast Debt Service Cover Ratio (Saving Provision)

- 12.27 Notwithstanding the terms of this clause 12, no Event of Default shall occur pursuant to:

(a) clause 12.7 (*Insolvency*);



- (b) clause 12.9 (*Insolvency proceedings*);
- (c) clause 12.10 (*Creditors' process*);
- (d) clause 12.20 (*Legal process*); or
- (e) clauses 12.22 to 12.26 (*Material Royalty/Stream Agreement and Material Counterparties*),

if:

- (i) such Event of Default is caused by, or relates to, a Material Counterparty (but not an Obligor) or the obligations of any Material Counterparty under a Material Royalty/Stream Agreement (but not the obligations of an Obligor under a Material Royalty/Stream Agreement);
- (ii) promptly, and in any event within five (5) Business Days of the occurrence of the Event of Default, the Borrower notifies the Lenders of such Event of Default (the **Notification Date**);
- (iii) the Obligors are otherwise in compliance with all of their obligations under the Finance Documents at such time; and
- (iv) on the Calculation Date applicable to such Event of Default the Borrower delivers a Cashflow Model to the Lenders demonstrating (to the Lenders reasonable satisfaction) that, notwithstanding the event or circumstance relating to the Material Counterparty and/or Material Royalty/Stream Agreement, the Forecast Debt Service Cover Ratio for the applicable Calculation Period is no less than 1.10:1,

provided that, if the Forecast Debt Service Cover Ratio for the applicable Calculation Period is less than 1.10:1, and:

- (A) on the applicable Calculation Date the Guarantor delivers a notice to the Lenders confirming that (in lieu of providing a compliant Cashflow Model) it shall raise equity to cure such Forecast Debt Service Cover Ratio; and
- (B) within thirty (30) days of such notice, the Guarantor deposits the proceeds of an equity raise on to a bank account of the Borrower in such amount which, if treated as revenues in the relevant Calculation Period, would raise the Forecast Debt Service Cover Ratio to no less than 1.10:1 upon a recalculation of that ratio,

no Event of Default shall be deemed to occur.

Acceleration

12.28 On and at any time after the occurrence of an Event of Default, the Lenders may:

- (a) by notice to the Borrower:
 - (i) cancel all or any part of a Facility, whereupon it shall immediately be cancelled;
 - (ii) declare that all or part of a Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
 - (iii) declare that all or part of a Loan be payable on demand, whereupon it shall immediately become payable on demand by the Lenders; and/or
- (b) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents (including any Security Document).

13. Guarantee and indemnity

Guarantee and indemnity

13.1 The Guarantor irrevocably and unconditionally jointly and severally:

- (a) guarantees to the Lenders punctual performance by the Borrower of all the Borrower's obligations under the Finance Documents;
- (b) undertakes with the Lenders that whenever the Borrower does not pay any amount when due under or in connection with any Finance Document, the Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Lenders that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lenders immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause 13 if the amount claimed had been recoverable on the basis of a guarantee.

Continuing guarantee

13.2 This guarantee is a guarantee of payment and not collection and is a continuing guarantee and will extend to the ultimate balance of sums payable by the Borrower under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

Reinstatement

13.3 If any discharge, release or arrangement (whether in respect of the obligations of the Borrower or any security for those obligations or otherwise) is made by the Lenders in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Guarantor under this clause 13 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

Waiver of defences

13.4 The obligations of the Guarantor under this clause 13 will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 13 (without limitation and whether or not known to it or the Lenders or the Collateral Agent) including:

- (a) any time, waiver or consent granted to, or composition with, the Borrower or other person;
- (b) the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Borrower or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

- (g) any insolvency or similar proceedings.

Immediate recourse

- 13.5 The Guarantor waives any right it may have of first requiring the Lenders or the Collateral Agent to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this clause 13. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

Appropriations

- 13.6 Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full, the Lenders and the Collateral Agent may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by any Lender or the Collateral Agent in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Guarantor or on account of any Guarantor's liability under this clause 13.

13.7 **Deferral of Guarantors' rights**

- (a) Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lenders otherwise direct, the Guarantor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 13:

- (i) to be indemnified by the Borrower;
- (ii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Lender or the Collateral Agent under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lenders or the Collateral Agent;
- (iii) to bring legal or other proceedings for an order requiring the Borrower to make any payment, or perform any obligation, in respect of which the Guarantor has given a guarantee, undertaking or indemnity under clause 13.1 above;
- (iv) to exercise any right of set-off against the Borrower; and/or

- (v) to claim or prove as a creditor of the Borrower in competition with the Lenders.
- (b) If the Guarantor receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Lenders, or any for application in accordance with the Finance Documents.

Additional security

- 13.8 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lenders including, for avoidance of doubt, the Collateral Agent for and on behalf of the Lenders.

14. Payments

Date of payment

- 14.1 Each payment to be made by the Borrower under the Finance Documents will be paid on the due date. If that date is not a Business Day, it will be paid on the next Business Day. However, if that would take the payment into the next month or beyond the Final Repayment Date, it will be paid on the preceding Business Day.

Nature of Payment

- 14.2 Each payment to be made by the Borrower under the Finance Documents will be made in full, without any set-off or deduction and in accordance with clause 15 (*Tax*).
- 14.3 All Loan repayments, payments, commissions, interest, fees, costs, expenses and any other amounts incurred under the Finance Documents will be paid in Dollars.
- 14.4 If a payment is received from the Borrower in the wrong currency, that payment will not discharge any part of the obligation in respect of which it was made. The Lenders are irrevocably authorised to convert the amount received into the correct currency and to apply the net proceeds in reduction of the Borrower's liability. However, the Lenders and the Collateral Agent are under no obligation to do so, either at all or at any particular time, and has no responsibility for any loss suffered by the Borrower as a result of any Lender's action or inaction (which shall include, for avoidance of doubt, any action or inaction by the Collateral Agent).

Partial payments

- 14.5 If a payment received from the Borrower under the Finance Documents is insufficient to pay in full all amounts then payable by the Borrower under the Finance Documents, the amount received may be applied by the Lenders towards payment of any amounts payable under the Finance Documents in such order as it may choose.

14.6 This clause overrides any appropriation of such a payment by the Borrower.

15. Tax

Indemnity

15.1 The Borrower will (within seven (7) Business Days of a demand by the Lenders) pay to the Lenders an amount equal to the loss, liability or cost incurred as a result of Tax imposed on any Lender or the Collateral Agent in respect of any Finance Document.

15.2 Clause 15.1 will not apply to Taxes payable calculated by reference to the net income received or receivable (but not sums deemed to be received or receivable) by the Lenders or the Collateral Agent, or to the extent that the loss liability or cost is compensated for in clause 15.4 below.

15.3 If any Lender intends to make a claim under clause 15.1 above then it will notify the Borrower of the event giving rise to the claim.

Grossing-up

15.4 If the Borrower is required to make a deduction in respect of Tax from any payment for the account of the Lenders or the Collateral Agent under the Finance Documents, the amount payable by the Borrower will be increased to the extent necessary to ensure that, after such deduction has been made, the Lender, or the Collateral Agent on the Lenders behalf, receives (and is able to retain) a net sum equal to the amount which it would have received had no such deduction been required to be made.

Tax Credit

15.5 If any Lender has received an increased payment from the Borrower under clause 15.1 and subsequently receives a credit against, or remission for, Tax payable by it, such Lender will, in its discretion, establish the amount (if any) which, as a result of such receipt, it is able to repay to the Borrower promptly without putting itself in a worse position than if no deduction had been required; and will pay it to the Borrower as soon as reasonably practicable.

15.6 The Lenders have no obligation (a) to arrange its tax affairs in order to obtain a credit against, or remission for, Tax payable by it or (b) to disclose any information about its tax affairs.

Stamp and other duties

15.7 The Borrower will promptly pay all stamp duties or similar Tax and all filing, registration or notarisation fees payable in connection with the Facilities or the Finance Documents, including those payable by the Lenders and the Collateral Agent.

16. Interest for late payment

- 16.1 If the Borrower fails to pay an amount payable in connection with the Finance Documents (including an amount payable under this clause 16) on the due date for payment, it will pay interest on that amount from the due date until the date of payment (whether before or after judgment) in accordance with this clause 16.
- 16.2 The Lenders will divide the period beginning on the due date and ending on the date of payment into successive Interest Periods of such length as it will decide in its discretion. The rate of interest applicable to each Interest Period will be the aggregate of (a) the Margin (as adjusted as a result of the occurrence and continuance of an Event of Default), and (b) Term SOFR.
- 16.3 Interest is payable under this clause 16 on the last day of each such period selected by the Lenders or, if earlier, on the date on which the Borrower pays an amount in respect of which the interest is accruing.
- 16.4 The Lenders will notify the Borrower of the duration of each such period and of the rate of interest applicable to that period.

17. Indemnities

General indemnities

- 17.1 The Borrower will, within three Business Days after a demand, indemnify the Lender and the Collateral Agent against any loss which it may have suffered as a result of:
- (a) any failure by the Borrower to pay any amount under the Finance Documents when it is due;
 - (b) any prepayment of all or part of a Loan otherwise than in accordance with clause 6 (*Prepayment*);
 - (c) any Loan not being made for any reason (other than a default by any Lender) after a Final Draw Request has been given;
 - (d) the occurrence of any other Event of Default;
 - (e) any other breach of the Finance Documents by an Obligor; or
 - (f) complying with clause 21.5 (*Changes in Regulation*).
- 17.2 In clause 17.1, "loss" means a loss or expense of any kind certified as such by the Lenders, including losses arising as a result of funding a Loan or re-employing deposits which are no

longer required for such funding or re-employing funds received from the Borrower otherwise than on an Interest Payment Date.

Currency indemnity

- 17.3 If any amount owing by an Obligor in connection with the Finance Documents is required to be converted into another currency for any purpose (such as the making of a claim against an Obligor or obtaining or enforcing any judgment or order against it) the Borrower will indemnify the Lenders against any loss which it may suffer as a result.
- 17.4 In clause 17.3, "loss" means a loss or expense of any kind certified as such by the Lenders, including any loss arising from any difference between the rate of exchange used for the purpose of the conversion and the actual rates of exchange which the Lenders would, in the ordinary course of business, have obtained.

18. Set-off

- 18.1 The Lenders may at any time set off any credit balance to which the Borrower is entitled or any other Indebtedness of the Lenders to the Borrower against any sum then payable by the Borrower to the Lenders (including, for avoidance of doubt, the Collateral Agent for and on behalf of the Lenders) under the Finance Documents.
- 18.2 The Borrower irrevocably authorises the Lenders to purchase such other currencies as may be necessary to effect the set-off.
- 18.3 The Lenders will notify the Borrower of any exercise of this power of set-off.

19. Calculations and certificates

- 19.1 The entries made in accounts maintained by the Lenders are *prima facie* evidence of the matters to which they relate.
- 19.2 All interest, commission and other payments of an annual nature under the Finance Documents will accrue monthly. They will be calculated on the basis of a thirty (30) day month and a three hundred and sixty (360) day year.
- 19.3 Any certificate or determination by the Lenders as to any rate of interest, exchange rate, or amount payable under the Finance Documents is conclusive and binding on the Borrower, unless there is a manifest error.

20. Changes in Regulation

- 20.1 Clauses 20.2 to 20.3 apply if a new Regulation is introduced or there is a change to an existing Regulation or to its interpretation or application after the date of this Agreement and, in any such case, its effect is, in relation to a Facility or the Finance Documents:
- (a) to reduce the amount payable to the Lenders;
 - (b) to subject the Lenders or any of its Affiliates or the Collateral Agent to any additional or increased Taxation or other cost;
 - (c) that the Lenders or any of its Affiliates or the Collateral Agent incurs any loss (including a loss of potential future profits); or
 - (d) to reduce in any other way the effective return of the Lenders or any of its Affiliates.
- 20.2 The Lenders will notify the Borrower as soon as practicable. The Borrower will, within ten (10) Business Days of demand, pay to the Lenders the amount which the Lenders certify is required to compensate it or its Affiliate for the matters specified in clause 20.1. Such a demand may be made even after a Loan, or any part of it, has been repaid. The certificate must set out the basis of the computation of the amount, but need not include any matters which the Lenders or their Affiliate regards as confidential.
- 20.3 Neither the Lenders nor any Affiliate will be entitled to receive any compensation under clause 20.2 to the extent that the amount otherwise payable under that clause:
- (a) is the subject of additional payment under clause 15 (*Tax*); or
 - (b) arises as a consequence of any change in the taxation of its overall net income, profits or gains imposed in the jurisdiction in which it is incorporated.

21. Transfer

No transfer by the Obligor

- 21.1 No Obligor may assign or otherwise transfer any of its Rights or Duties under the Finance Documents.

Transfer by the Lenders

- 21.2 Any Lender may assign or otherwise transfer all or part of its Rights and/or obligations under the Finance Documents to any Affiliate, Related Fund or any other bank, financial institution or investor, provided that prior to an Event of Default, the Lenders shall not be permitted to transfer

all or part of its Rights and/or obligations under the Finance Documents to any hedge fund, vulture fund or any similar entity that specializes in distressed assets or any competitors of the Guarantor.

- 21.3 In addition to the other rights provided to the Lenders under this clause 21, the Lenders may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of such Lender.

Disclosure of information

- 21.4 The Lenders and the Collateral Agent may disclose to any Permitted Person such information about the Obligors, the Material Royalty/Stream Agreements, the Facilities and the Finance Documents as the Lenders or the Collateral Agent may consider appropriate.

In this clause 21.4, **Permitted Person** means:

- (a) Affiliates and Related Funds of the Lenders or the Collateral Agent and any of its or their officers, directors, employees, professional advisers, auditors, partners and representatives;
- (b) any person:
 - (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and, in each case, to any of that person's Affiliates, Related Funds, representatives and professional advisers;
 - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, representatives and professional advisers;
 - (iii) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
 - (iv) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

- (v) to whom or for whose benefit any Lender charges, assigns or otherwise creates Security (or may do so) pursuant to clause 21.3 above;
- (vi) who is a Party; or
- (vii) with the consent of an Obligor.

Increased Costs

21.5 If any Lender assigns any of its Rights under the Finance Documents or changes its facility office and as a result of circumstances existing at the date of the assignment or change, the Borrower would have to make an increased payment to the assignee or Lender acting through its new facility office under clauses 15 (*Tax*) or 20 (*Changes in Regulation*), then the assignee or Lender acting through its new facility office can only receive payment under those clauses to the same extent as the assignor or Lender acting through its previous facility office, would have received payment had the assignment, or change not occurred.

22. Remedies

- 22.1 The Rights of the Lenders and the Collateral Agent against the Obligors under the Finance Documents are cumulative. They do not limit any Rights of the Lenders and the Collateral Agent against the Obligors existing under the general law.
- 22.2 No failure by the Lenders or the Collateral Agent to exercise any Right under the Finance Documents will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by the Lenders or the Collateral Agent preclude its further exercise.

23. Warrants and Additional Warrants

The Warrants and any Additional Warrants and any shares for which they may be exercised will be subject to a four (4) month resale hold period in Canada under applicable securities laws, and will bear a restrictive legend to that effect. To the extent the TSX-V or other regulatory approval is not obtained or unable to be obtained by the Guarantor with respect to the issuance of the Warrants and any Additional Warrants, the Lenders and Borrower will enter into good faith negotiations at that time to agree to a suitable alternative compensation method to ensure the Lenders remain economically whole.

24. Notices

- 24.1 Any notice or other communication to a party to this Agreement must be in writing. It must be addressed for the attention of such person, and sent to such address or email address as that party may from time to time notify to the other parties.

- 24.2 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:
- (a) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; and
 - (b) if by way of email, when it is received in readable form.
- 24.3 Any communication or document to be made or delivered to the Lenders will be effective only when actually received by the Lenders and then only if it is expressly marked for the attention of the department or officer identified with the Lenders' signature below (or any substitute department or officer as the Lenders shall specify for this purpose).
- 24.4 Any communication or document made or delivered to the Borrower in accordance with this clause will be deemed to have been made or delivered to each of the Obligor.
- 24.5 Any communication or document which becomes effective, in accordance with paragraphs 24.2 to 24.4 above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.
- 24.6 The initial administrative details of the parties are contained in Schedule 1, but a party may amend its own details at any time by notice to the other parties.

English translations

- 24.7 Any notice given under or in connection with any Finance Document must be in English.
- 24.8 Where any other document provided to the Lenders under the terms of the Finance Documents is not in English, the Borrower shall request that the document be provided in an electronic format where the text can be recognised and/or digitized into a document so that it can be electronically translated, provided that the cost of providing the document in an electronic format (or undertaking a manual translation where it is not possible to create or convert to an electronic format) will be borne by the Lenders if it is made aware of the cost in advance and agrees to bear such cost.
- 24.9 The English translation will prevail over the original document unless that document is a constitutional, statutory or other official document.

25. Amendments and waivers

Any term of the Finance Documents may be amended or waived only in writing with the consent of all parties.

26. Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

27. Law and jurisdiction

Law

- 27.1 This Agreement and any non-contractual obligations connected with it are governed by laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Jurisdiction

- 27.2 The Borrower irrevocably agrees that the courts of British Columbia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Finance Documents or any non-contractual disputes or claims connected with the Finance Documents (including regarding their existence).
- 27.3 The Borrower agrees that the courts of British Columbia are the most appropriate and convenient courts to settle any matter falling within clause 27.2.
- 27.4 The Lenders may, however, bring proceedings in connection with the Finance Documents (including their existence) in any court of competent jurisdiction and, to the extent allowed by law, take concurrent proceedings in any number of jurisdictions.

Process agent

- 27.5 The parties irrevocably consent to service of process in the manner provided for notices in Schedule 1 (*Initial administrative details of the Parties*). Nothing in this Agreement shall affect the right of the parties to serve process in any other manner permitted by law.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
Initial administrative details of the parties

Party	Address	Email	Attention
Borrower			Corporate Secretary
Guarantor			Corporate Secretary
NGF 1			Corporate Secretary
NNRCF II			Corporate Secretary
Collateral Agent			Corporate Secretary

Schedule 2
Conditions precedent to Base Facility

1 Obligors

- (a) A certified copy of the constitutional and/or registration documents of each Obligor.
- (b) A certified copy of a resolution of the board of directors of each Obligor:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf;
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including any Preliminary Draw Request and Final Draw Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and
 - (iv) if required, authorising the encumbrance, and transfer, of any shares in its capital encumbered by the Security Documents.
- (c) A specimen of the signature of each person authorised by the resolution referred to in clause (b) above;
- (d) A certificate of each Obligor (signed by a director) confirming that borrowing, guaranteeing or securing, as appropriate, the Facilities would not cause any borrowing, guaranteeing or similar limit binding on it to be exceeded.
- (e) A solvency certificate in respect of the Guarantor signed by a director of the Guarantor.
- (f) A certified copy of the register of shareholders of the Borrower.
- (g) A certificate of each Obligor (signed by a director) certifying that each copy document delivered by or relating to it specified in this paragraph 1 or paragraph 4 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2 Finance Documents and security

- (a) Executed originals of the following documents:
 - (i) this Agreement;
 - (ii) each Security Document; and
 - (iii) the Warrants.
- (b) Evidence that the Warrants have been issued and duly registered with the TSX-V.
- (c) An original of all share certificates, transfers and stock transfer forms or equivalent duly executed by the relevant Obligor in blank in relation to the shares subject to or expressed to be subject to the Security Documents and other documents of title to be provided under the Security Documents.
- (d) Evidence that all filings, stampings, registrations, recordings, notifications and other actions (or documents to effect such actions) in all relevant jurisdictions which are necessary or desirable in order to create in favour of the Lenders, or the Collateral Agent for and on behalf of the Lenders, as the Lenders may determine, a valid perfected first-ranking Security over all of the property which is or is expressed to be the subject of the Security Documents.

3 Reports and due diligence

- (a) The Lenders have confirmed it has completed all of its confirmatory due diligence.
- (b) The Lenders have received satisfactory results in relation to all Security, litigation and other corporate searches it requires in respect of the Obligors.
- (c) A legal opinion from counsel to the Obligors, in form and substance satisfactory to the Lenders.
- (d) This Agreement is subject to the approval of the TSX-V.

4 Other documents and evidence

- (a) The Accounts.
- (b) Evidence that the Obligors have no Financial Indebtedness or Security over their assets other than as permitted by this Agreement.
- (c) Investment committee approval being received by the Lenders for its entry into the Finance Documents.

- (d) Evidence that the fees, costs and expenses then due from the Borrower pursuant to clause 8 (*Fees and Expenses*) have been paid by the date of this Agreement or, in respect of the arrangement fee only, will be paid by the Utilisation Date (taking into account which fees, costs and expenses will be deducted from the proceeds of the Utilisation).
- (e) Evidence necessary to satisfy any "know your customer" requirements or any similar identification procedures and checks.

Schedule 3

Conditions precedent to Accordion Facility

1 Preliminary Draw Request

The Borrower may request that the Lenders make available the Accordion Facility or an Accordion Facility Loan thereunder by submitting to the Lenders a Preliminary Draw Request no less than twenty five (25) days prior to the proposed Utilisation Date of any Accordion Facility Loan attaching:

- (a) the draft of the royalty/stream agreement in relation to the proposed acquisition
- (b) the business case for the proposed acquisition of the applicable royalty or stream;
- (c) an applicable information memorandum;
- (d) all due diligence materials collected by the Obligors in respect of the proposed acquisition;
- (e) a pro-forma consolidated cash-flow model for the Obligors;
- (f) evidence that the Accordion Facility Loan will be disbursed simultaneously or shortly prior to the completion of the proposed acquisition; and
- (g) any other relevant materials which the Obligors believe will be relevant to assist the Lenders in determining whether to make such an Accordion Facility Loan.

2 Additional Warrants

Drafts of the Additional Warrants in an amount equal to the Additional Warrant Amount.

3 Further conditions to Accordion Facility Loans

The Lenders will only consider a request to make the Accordion Facility available or an Accordion Facility Loan thereunder upon receipt by the Lenders of the documents and evidence described in Schedule 2 (Conditions precedent), together with such other documents and evidence (or updated forms of the documentation supplied pursuant to Schedule 2 (*Conditions precedent*)) as it may, in its absolute discretion request, in each case in form and substance satisfactory to the Lenders.

- 4 Any Accordion Facility, the Additional Warrants and related documentation is subject to the approval of the TSX-V.

Schedule 4
Form of Preliminary Draw Request

To: Collateral Agent

Attention: Corporate Secretary Dated: []

Loan facility agreement dated [] and entered into between Empress Royalty Holding Corp., Empress Royalty Corp., Nebari Gold Fund 1, LP, Nebari Natural Resources Credit Fund II, LP, and Nebari Collateral Agent, LLC (the **Agreement**).

- 1 We propose to acquire [*provide details of royalty/streaming asset to be acquired*] (the **Proposed Acquisition**).
- 2 We would like to borrow an Accordion Facility Loan to fund the Proposed Acquisition [in whole/part] and therefore attach the following documents to facilitate your review and determination:
 - (a) the [draft term sheet for the royalty/stream agreement or draft royalty/stream agreement if available]in relation to the Proposed Acquisition;
 - (b) the business case for the Proposed Acquisition;
 - (c) an applicable information memorandum;
 - (d) all due diligence materials collected by the Obligors in respect of the Proposed Acquisition;
 - (e) a pro-forma consolidated cash-flow model for the Obligors; and
 - (f) [any other relevant materials which the Obligors believe will be relevant to assist the Lenders in determining whether to make such an Accordion Facility Loan].
- 3 We wish to draw down an Accordion Facility Loan of \$[] on [].
- 4 We represent that all of the matters described in clause 9 (*Representations*) of the Agreement are true today. We also warrant that they will continue to be true on the Utilisation Date.
- 5 We confirm that:
 - (a) no Default has occurred and is continuing;
 - (b) no Default will result from the making of the Loan; and

(c) no Obligor is otherwise in breach of any of the Finance Documents.

6 We acknowledge that you have no obligation to make any Accordion Facility Loan available.

7 Words defined in the Agreement have the same meanings in this notice.

Yours faithfully

for Empress Royalty Holding Corp.

.....

Authorised signatory



Schedule 5
Form of Final Draw Request

To: Collateral Agent

Attention: Corporate Secretary

Dated: []

Loan facility agreement dated [] and entered into between Empress Royalty Holding Corp., Empress Royalty Corp., Nebari Gold Fund 1, LP, Nebari Natural Resources Credit Fund II, LP, and Nebari Collateral Agent, LLC (the **Agreement**).

- 1 We wish to draw down a [Base Facility Loan][Accordion Facility Loan] of \$[] on [].
- 2 The funds should be credited to [**account details**].
- 3 We represent that all of the matters described in clause 9 (*Representations*) of the Agreement are true today. We also warrant that they will continue to be true on the Utilisation Date.
- 4 We confirm that:
 - (a) no Default has occurred and is continuing;
 - (b) no Default will result from the making of the Loan; and
 - (c) no Obligor is otherwise in breach of any of the Finance Documents.
- 5 Words defined in the Agreement have the same meanings in this notice.

Yours faithfully

for Empress Royalty Holding Corp.

.....

Authorised signatory



Schedule 6
Material Royalty/Stream Security

- 1 Tahuehueto Trust Agreement
- 2 Equipment Pledge Agreement
- 3 The guarantee dated 31 March 2021 and issued by Ramree in favour of the Guarantor in respect of the obligations of Endor and MMP under the Manica Agreements
- 4 The guarantee dated 29 March 2021 and issued by Meteor in favour of the Guarantor in respect of the obligations of Endor and MMP under the Manica Agreements
- 5 The subsidiary ownership agreement dated 29 March 2021 and entered into between the Guarantor and Horizon Corporation (Seychelles) Ltd. in respect of Endor Limited.
- 6 SA Security Trust Agreement

Schedule 7 Residual Assets

Property	Operator	Location	Stage	Metal	Terms
		Quebec	Exploration	Gold	1% NSR
		Quebec	NI43-101	Gold	0.5% NSR / 1% NSR
		Manitoba	Exploration	Gold	0.5% NSR / 1% NSR
		Ontario	Exploration	Gold	0.5% NSR / 1% NSR
		Saskatchewan	Exploration	Copper/Zinc	0.5% NSR / 1% NSR
		Ontario	Exploration	Gold	1% NSR
		Ontario	Exploration	Gold	0.5% NSR / 1% NSR
		Ontario	Exploration	Gold	0.5% NSR
		Ontario	Exploration	Gold	0.5% NSR / 1% NSR
		Ontario	Exploration	Gold	1% NSR
EXPIRED					
Property	Operator	Location	Stage	Metal	Terms
Three Towers	Caprock Mining Corp.	Ontario	Exploration	Gold	0.5% NSR
Golden Heart	Caprock Mining Corp.	Ontario	Exploration	Gold	1% NSR
Brookbank East	Caprock Mining Corp.	Ontario	Exploration	Gold	1.0% NSR

Schedule 8

Form of Warrant Certificate



UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE APRIL ●, 2024.

EXERCISABLE PRIOR TO 5:00 P.M. (VANCOUVER TIME), ON THE EXPIRY DATE (AS DEFINED BELOW) AT WHICH TIME THIS WARRANT SHALL EXPIRE AND BE NULL AND VOID.

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR U.S. STATE SECURITIES LAWS.

**WARRANT TO PURCHASE COMMON SHARES
OF
EMPRESS ROYALTY CORP.**

December ●, 2023

Warrant Certificate No. N2023-●

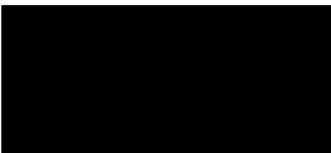
Warrant to Purchase
3,104,153 Common Shares

THIS CERTIFIES THAT, for value received, **NEBARI GOLD FUND 1, LP**, with its registered address at [REDACTED] (the "**Holder**"), being the registered holder of this common share purchase warrant (this "**Warrant**") is entitled, at any time prior to 5:00 p.m. (Vancouver time) on the Expiry Date (as defined below) to subscribe for and purchase the number of Common Shares (as defined below) of Empress Royalty Corp. (the "**Corporation**") set forth above at a price of CAD \$● per Common Share (the "**Exercise Price**"), subject to adjustment as set out herein, by surrendering to the Corporation at its office at [REDACTED] a completed and executed subscription form, and payment in full for the Common Shares being purchased, which payment shall be made by certified cheque, bank draft, wire transfer or such other means acceptable to the Corporation in same day freely transferable funds in Vancouver.

This warrant certificate (the "**Warrant Certificate**") is issued pursuant to the loan facility agreement dated December ●, 2023 that was entered into between the Corporation and the Holder.

The Corporation shall cause a register (the "**Register**") to be kept and maintained in which shall be entered the names and addresses of all holders of Warrants and the number of Warrants held by each of them.

The Corporation shall treat the Holder as the absolute owner of this Warrant for all purposes and the Corporation shall not be affected by any notice or knowledge to the contrary. The Holder shall be entitled to the rights evidenced by this Warrant free from all equities and rights of set-off or counterclaim between the Corporation and the original or any intermediate holder and all persons may act accordingly and the receipt by the Holder of the Common Shares issuable upon exercise hereof shall be a good discharge to the Corporation and the Corporation shall not be bound to inquire into the title of any such Holder.



The Holder hereby undertakes and agrees that, during the term of the Warrants, the Holder will only be permitted to exercise or convert that number of Warrants, or any other securities convertible into securities of the Corporation held by the holder, which would result, when such common shares would be issued, in the holder's total shareholdings not exceeding 9.99% percent of the Corporation's issued and outstanding common shares as of the date of the exercise or conversion thereof (the "**Threshold Number**"), unless the Holder has submitted a Personal Information Form (a "**PIF**") to the TSX Venture Exchange (the "**TSXV**") and such PIF has been cleared by the TSXV.

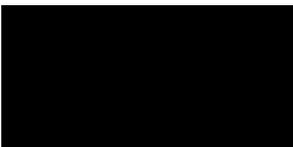
Until such time as the Holder has submitted a PIF to the TSXV and such PIF has been cleared, the Holder expressly authorizes the Corporation to issue only such number of Common Shares that would result in the Holder holding one share less than the Threshold Number and agrees to provide the Corporation with a representation as to the Holder's current shareholdings as at the date of any exercise or conversion of any of the Holder's Warrants or any other additional convertible securities held.

The Holder may thereafter, from time to time during the term of the Warrants, exercise or convert additional Warrants or other convertible securities currently held by the Holder, provided that, unless the Holder's PIF has been cleared by the TSXV, at the time of such exercise or conversion, the Holder's shareholdings never exceed the applicable Threshold Number at such time, subject to the further requirement that without the prior approval of the TSXV and the Corporation's shareholders, the Holder may not exercise such number of Warrants at any time where such exercise would result in the Holder holding 20% or more of the Corporation's common shares and thereby becoming a "Control Person" of the Corporation as defined under the applicable policies of the TSXV.

1. **Definitions:**

In this Warrant Certificate, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the following meanings namely:

- (a) "**Adjustment Period**" means the period commencing on the Closing Date and ending at the Expiry Time;
- (b) "**Business Day**" means any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions are closed in Vancouver, British Columbia or New York, USA;
- (c) "**Closing Date**" means December ●, 2023;
- (d) "**Common Shares**" means the common shares of the Corporation as such shares are constituted on the Closing Date, as the same may be reorganized, reclassified or otherwise changed pursuant to any of the events set out in Section 11 hereof;
- (e) "**Corporation**" means Empress Royalty Corp., a corporation incorporated under the laws of British Columbia, and its successors and assigns;
- (f) "**Current Market Price**" means the last closing price of the Common Shares on the TSXV;
- (g) "**Expiry Date**" means the date that is three (3) years following the date of this Warrant Certificate, unless otherwise required by applicable TSXV policy;



- (h) **“Expiry Time”** means 5:00 p.m. (Vancouver time) on the Expiry Date;
- (i) **“Holder”** means the holder set forth on the first page hereof;
- (j) **“person”** means an individual, corporation, partnership, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator, or other legal representative, or any group or combination thereof or any other entity whatsoever;
- (k) **“Trading Day”** means, with respect to a stock exchange, a day on which such exchange is open for the transaction of business;
- (l) **“U.S. Person”** has the meaning ascribed thereto under Rule 902(k) of Regulation S of the U.S. Securities Act; and
- (m) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended.

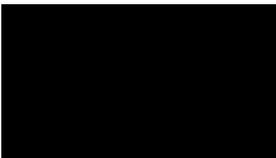
2. Expiry Time:

At the Expiry Time this Warrant shall expire and be of no further force and effect (to the extent not previously exercised).

3. Exercise Procedure:

- (a) The Holder may exercise the right to subscribe and purchase the number of Common Shares herein provided for by delivering to the Corporation prior to the Expiry Time, at its office or by email, the subscription form attached hereto duly completed and executed by the Holder or its legal representative or attorney, duly appointed by an instrument in writing in form and manner satisfactory to the Corporation, together with a certified cheque or bank draft payable to or to the order of the Corporation, or initiation of a wire transfer together with confirmation of such transfer, in an amount equal to the aggregate Exercise Price in respect of the Common Shares being purchased. Any subscription form so surrendered shall be deemed to be surrendered only upon delivery thereof to the Corporation at its office set forth herein (or to such other address as the Corporation may notify the Holder).
- (b) Upon such delivery as aforesaid, the Corporation shall deliver to the Holder hereof a certificate representing the Common Shares subscribed for not exceeding those which such Holder is entitled to purchase pursuant to this Warrant Certificate, against payment of an amount equal to the aggregate Exercise Price in respect of the Common Shares being purchased and the Holder hereof shall become a shareholder of the Corporation in respect of the Common Shares subscribed for with effect from the date of such delivery.
- (c) In the event that this Warrant is exercised before the date which is four months and one day following the Closing Date, the certificate representing the Common Shares issued upon such exercise shall bear the following legend:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE MARCH ●, 2024”,



provided that, if at any time, in the opinion of counsel to the Corporation, such legends are no longer necessary or advisable under any such securities laws, or the holder of any such legended certificate, provides the Corporation with evidence satisfactory in form and substance to the Corporation (which may include an opinion of counsel satisfactory to the Corporation) to the effect that such legends are not required, such legended certificate may thereafter be surrendered to the Corporation in exchange for a certificate which does not bear such legend.

- (d) The Warrants evidenced by this Warrant Certificate and the Common Shares issuable upon exercise of the Warrants have not been and will not be registered under the U.S. Securities Act or under state securities laws of any state in the United States. Accordingly, the Warrants evidenced hereby may not be transferred or exercised in the United States or by or on behalf of a U.S. Person or a person in the United States unless an exemption is available from the registration requirements of the U.S. Securities Act and applicable state securities laws.

4. Partial Exercise:

The Holder may subscribe for and purchase a number of Common Shares less than the number the Holder is entitled to purchase pursuant to this Warrant Certificate. In the event of any such subscription prior to the Expiry Time, the Holder shall in addition be entitled to receive, without charge, a new Warrant Certificate in respect of the balance of the Common Shares which the Holder was entitled to subscribe for pursuant to this Warrant Certificate and which were then not purchased.

5. No Fractional Shares:

Notwithstanding any adjustments provided for in Section 11 hereof or otherwise, the Corporation shall not be required upon the exercise of any Warrants to issue fractional Common Shares in satisfaction of its obligations hereunder and, in any such case, the number of Common Shares issuable upon the exercise of any Warrants shall be rounded down to the nearest whole number without compensation to the Holder therefor.

6. Exchange of Warrant Certificates:

This Warrant Certificate may be exchanged for Warrant Certificates representing in the aggregate the same number of Warrants and entitling the Holder thereof to subscribe for and purchase an equal aggregate number of Common Shares at the same Exercise Price and on the same terms as this Warrant Certificate (with or without legends as may be appropriate).

7. Transfer of Warrants:

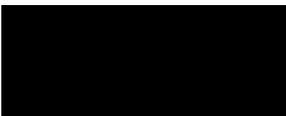
The Warrants may not be transferred by the Holder.

8. Not a Shareholder:

Nothing in this Warrant Certificate or in the holding of a Warrant evidenced hereby shall be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Corporation.

9. No Obligation to Purchase:

Nothing herein contained or done pursuant hereto shall obligate the Holder to subscribe for or the Corporation to issue any Common Shares except those Common Shares in respect of



which the Holder shall have exercised its right to purchase hereunder in the manner provided herein.

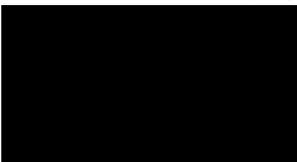
10. Covenants:

The Corporation covenants and agrees that so long as any Warrants evidenced hereby remain outstanding:

- (a) Until the Expiry Time, it will reserve and there will remain unissued out of its authorized capital a sufficient number of Common Shares to satisfy the right of purchase herein provided, as such right of purchase may be adjusted as contemplated herein.
- (b) It will use reasonable efforts: (a) to comply with securities legislation applicable to it in order that the Corporation not be in default of any material requirements of such legislation; (b) to do or cause to be done all things necessary to preserve and maintain its corporate existence; and (c) to maintain the listing of its Common Shares on the TSXV or other recognized Canadian stock exchange. All Common Shares will be issued upon the exercise of the right to purchase herein provided for, upon payment therefor of the amount at which such Common Shares may at the time be purchased pursuant to the provisions hereof, as fully paid and non-assessable shares.
- (c) If, in the opinion of the Corporation, acting reasonably, if the issuance of the Common Shares upon the exercise of the Warrants requires any filing or registration with or approval of any securities regulatory authority or other governmental authority or compliance with any other requirement under any law before such Common Shares may be validly issued (other than the filing of a prospectus or similar disclosure document), the Corporation agrees to take such actions as may be necessary to secure such filing, registration, approval or compliance, as the case may be.
- (d) The Corporation will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all other acts, deeds and assurances in law as may be reasonably required for the better accomplishing and effecting of the intentions and provisions of this Warrant Certificate.
- (e) The Corporation will notify the Holder forthwith of any change of the Corporation's address.

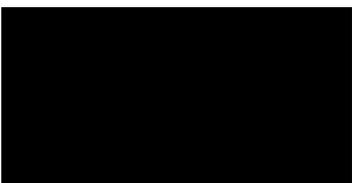
11. Adjustments:

- (a) Adjustment: The rights of the holder of this Warrant, including the number of Common Shares issuable upon the exercise of such Warrant, will be adjusted from time to time in the events and in the manner provided in, and in accordance with the provisions of, this Section.
- (b) Share Reorganization: If and whenever at any time during the Adjustment Period, the Corporation shall (A) subdivide, redivide or change the outstanding Common Shares into a greater number of Common Shares, (B) consolidate, combine or reduce the outstanding Common Shares into a lesser number of Common Shares, or (C) fix a record date for the issue of Common Shares or securities convertible into or exchangeable for Common Shares to all or substantially all of the holders of Common Shares by way of a stock dividend or other distribution, then, in each



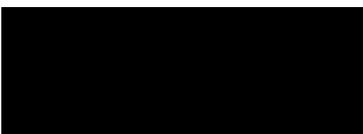
such event, the Exercise Price shall, on the record date for such event or, if no record date is fixed, the effective date of such event, be adjusted so that it will equal the rate determined by multiplying the Exercise Price in effect immediately prior to such date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such date before giving effect to such event, and of which the denominator shall be the total number of Common Shares outstanding on such date after giving effect to such event. Such adjustment shall be made successively whenever any such event shall occur. Any such issue of Common Shares by way of a stock dividend shall be deemed to have been made on the record date for such stock dividend for the purpose of calculating the number of outstanding Common Shares under this paragraph 11(b).

- (c) Reclassifications. If and whenever at any time during the Adjustment Period, there is (A) any reclassification of or amendment to the outstanding Common Shares, any change of the Common Shares into other shares or any other reorganization of the Corporation (other than as described in subsection 11(b) hereof), (B) any consolidation, amalgamation, arrangement, merger or other form of business combination of the Corporation with or into any other corporation resulting in any reclassification of the outstanding Common Shares, any change of the Common Shares into other shares or any other reorganization of the Corporation, or (C) any sale, lease, exchange or transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation or entity, then, in each such event, the Holder upon the exercise of each Warrant shall be entitled to receive, and shall accept, in lieu of the number of Common Shares to which such Holder was theretofore entitled upon such exercise, the kind and number or amount of shares or other securities or property which such Holder would have been entitled to receive as a result of such event if, on the effective date thereof, such Holder had been the registered holder of the number of Common Shares to which such Holder was theretofore entitled upon such exercise. If necessary as a result of any such event, appropriate adjustments will be made in the application of the provisions set forth in this subsection with respect to the rights and interests thereafter of the Holder of this Warrant Certificate to the end that the provisions set forth in this subsection will thereafter correspondingly be made applicable, as nearly as may reasonably be, in relation to any shares or other securities or property thereafter deliverable upon the exercise of this Warrant. Any such adjustments will be made by and set forth in an instrument supplemental hereto approved by the directors of the Corporation, acting reasonably, and shall for all purposes be conclusively deemed to be an appropriate adjustment.
- (d) Rights Offerings. If and whenever at any time during the Adjustment Period, the Corporation shall fix a record date for the issue of rights, options or warrants to all or substantially all of the holders of Common Shares entitling the holders thereof, within a period expiring not more than 45 days after the record date for such issue, to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for Common Shares) at a price per share (or having a conversion or exchange price per share) less than 95% of the Current Market Price on such record date, then the Exercise Price shall be adjusted immediately after such record date so that it will equal the rate determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus the number of Common Shares equal to the number arrived at by dividing the



aggregate price of the total number of additional Common Shares so offered for subscription or purchase (or the aggregate conversion or exchange price of the convertible or exchangeable securities so offered) by such Current Market Price, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares so offered for subscription or purchase (or into or for which the convertible or exchangeable securities so offered are convertible or exchangeable). Such adjustment shall be made successively whenever such a record date is fixed, provided that if two or more such record dates referred to in this paragraph subsection 11(d) are fixed within a period of twenty five (25) Business Days, such adjustment will be made successively as if each of such record dates occurred on the earliest of such record dates. To the extent that any such rights, options or warrants are not exercised prior to the expiration thereof, the Exercise Price shall then be readjusted to the Exercise Price which would then be in effect based upon the number of Common Shares (or securities convertible into or exchangeable for Common Shares) actually issued upon the exercise of such rights, options or warrants, as the case may be.

- (e) Distribution. If and whenever at any time during the Adjustment Period, the Corporation shall fix a record date for the making of a distribution to all or substantially all of the holders of Common Shares of (A) shares of any class other than Common Shares whether of the Corporation or any other corporation, (B) rights, options or warrants to acquire Common Shares or securities exchangeable for or convertible into Common Shares or property or other assets of the Corporation (other than a rights offering as described in subsection 11(d), (C) evidences of indebtedness, or (D) cash, securities or other property or assets then, in each such case, and if such distribution does not fall under clauses (b) or (d) of this Section 11 above, the Exercise Price will be adjusted immediately after such record date so that it will equal the rate determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price on the earlier of such record date and the date on which the Corporation announces its intention to make such distribution, less the aggregate fair market value (as determined by the directors, acting reasonably, at the time such distribution is authorized) of such shares or rights, options or warrants or evidences of indebtedness or cash, securities or other property or assets so distributed, and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by such Current Market Price. Such adjustment shall be made successively whenever such a record date is fixed, provided that if two or more such record dates referred to in this subsection 11(e) are fixed within a period of twenty five (25) Business Days, such adjustment will be made successively as if each of such record dates occurred on the earliest of such record dates. To the extent that any such rights, options or warrants so distributed are not exercised prior to the expiration thereof, the Exercise Price shall then be readjusted to the Exercise Price which would then be in effect based upon such rights, options or warrants or evidences of indebtedness or cash, securities or other property or assets actually distributed or based upon the number or amount of securities or the property or assets actually issued or distributed upon the exercise of such rights, options or warrants, as the case may be.



- (f) If at any time during the Adjustment Period any adjustment or readjustment in the Exercise Price shall occur pursuant to the provisions of subsection 11(b) or 11(c) of this Warrant Certificate, then the number of Common Shares purchasable upon the subsequent exercise of the Warrants shall be simultaneously adjusted or readjusted, as the case may be, by multiplying the number of Common Shares purchasable upon the exercise of the Warrants immediately prior to such adjustment or readjustment by a fraction which shall be the reciprocal of the fraction used in the adjustment or readjustment of the Exercise Price.
- (g) Any such adjustments referred to in Section 11 are subject to the applicable policies of the TSXV.
- (h)

12. Rules Regarding Calculation of Adjustment of Exercise Price:

- (a) The adjustments provided for in Section 11 are cumulative and will, in the case of adjustments to the Exercise Price, be computed to the nearest one-hundredth of one cent and will be made successively whenever an event referred to therein occurs, subject to the following subsections of this Section 12.
- (b) No adjustment in the Exercise Price is required to be made unless such adjustment would result in a change of at least 1% in the prevailing Exercise Price provided, however, that any adjustments which, except for the provisions of this subsection, would otherwise have been required to be made, will be carried forward and taken into account in any subsequent adjustments.
- (c) No adjustment in the Exercise Price will be made in respect of any event described in Section 11, other than the events referred to in Section 11(c), if the Holder is entitled to participate in such event on the same terms, *mutatis mutandis*, as if the Holder had exercised this Warrant prior to or on the effective date or record date of such event.
- (d) If at any time a question or dispute arises with respect to adjustments provided for in Section 11, such question or dispute will be conclusively determined by the auditor of the Corporation or, if they are unable or unwilling to act, by such other firm of independent chartered accountants as may be selected by action of the directors of the Corporation and any such determination, subject to regulatory approval and absent manifest error, will be binding upon the Corporation and the Holder. The Corporation will provide such auditor or chartered accountant with access to all necessary records of the Corporation.
- (e) In case the Corporation after the date of issuance of this Warrant takes any action affecting the Common Shares, other than action described in Section 11, which in the opinion of the board of directors of the Corporation, acting reasonably, would affect the rights of the Holder, the Exercise Price and number of Common Shares or other securities issuable upon exercise of the Warrants will be adjusted in such manner, if any, and at such time, by action of the directors of the Corporation in their sole discretion, acting reasonably and in good faith, but subject in all cases to any necessary regulatory approval. Failure of the taking of action by the directors of the Corporation so as to provide for an adjustment on or prior to the effective date of any action by the Corporation affecting the Common Shares will



be conclusive evidence that the board of directors of the Corporation has determined that it is equitable to make no adjustment in the circumstances.

- (f) If the Corporation sets a record date to determine the holders of the Common Shares for the purpose of entitling them to receive any dividend or distribution or sets a record date to take any other action and, thereafter and before the distribution to such shareholders of any such dividend or distribution or the taking of any other action, decides not to implement its plan to pay or deliver such dividend or distribution or take such other action, then no adjustment in the Exercise Price will be required by reason of the setting of such record date.
- (g) In the absence of a resolution of the directors of the Corporation fixing a record date for any event which would require any adjustment to this Warrant, the Corporation will be deemed to have fixed as the record date therefor the date on which the event is effected.
- (h) As a condition precedent to the taking of any action which would require any adjustment to this Warrant, including the Exercise Price, the Corporation shall take any corporate action which may be necessary in order that the Corporation or any successor to the Corporation or successor to the undertaking or assets of the Corporation have unissued and reserved in its authorized capital and may validly and legally issue as fully paid and non-assessable all the shares or other securities which the Holder is entitled to receive on the full exercise thereof in accordance with the provisions hereof.
- (i) The Corporation will from time to time, immediately after the occurrence of any event which requires an adjustment or readjustment as provided in Section 11 or Section 12, forthwith give notice to the Holder specifying the event requiring such adjustment or readjustment and the results thereof, including the resulting Exercise Price and number of Common Shares issuable upon exercise of the Warrants.
- (j) The Corporation covenants to and in favour of the Holder that so long as this Warrant remains outstanding, it will give notice to the Holder of the effective date or of its intention to fix a record date for any event referred to in Sections 11 or 12 whether or not such event gives rise to an adjustment in the Exercise Price or the number and type of securities issuable upon the exercise of the Warrants and, in each case, such notice shall specify the particulars of such event and the record date and the effective date for such event; provided that the Corporation shall only be required to specify in such notice such particulars of such event as have been fixed and determined on the date on which such notice is given. Such notice shall be given not less than 7 days in each case prior to such applicable record date or effective date, unless giving such notice is not reasonably practicable, in which case the Corporation will give as much notice as is reasonably practicable.
- (k) In any case in which Section 11 shall require that an adjustment shall become effective immediately after a record date for or an effective date of an event referred to herein, the Corporation may defer, until the occurrence and consummation of such event, issuing to the Holder of this Warrant, if exercised after such record date or effective date and before the occurrence and consummation of such event, the additional Common Shares or other securities or property issuable upon such exercise by reason of the adjustment required by such event, provided, however, that the Corporation will deliver to the Holder an



appropriate instrument evidencing the Holder's right to receive such additional Common Shares or other securities or property upon the occurrence and consummation of such event and the right to receive any dividend or other distribution in respect of such additional Common Shares or other securities or property declared in favour of the holders of record of Common Shares or of such other securities or property on or after the Exercise Date or such later date as the Holder would, but for the provisions of this subsection, have become the holder of record of such additional Common Shares or of such other securities or property.

- (l) Any such adjustments referred to in Section 12 are subject to the applicable policies of the TSXV.

13. Consolidation and Amalgamation:

- (a) The Corporation shall not enter into any transaction whereby all or substantially all or its undertaking, property and assets would become the property of any other corporation (herein called a "successor corporation") whether by way of reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale, disposition or otherwise, unless prior to or contemporaneously with the consummation of such transaction the Corporation and the successor corporation shall have executed such instruments and done such things as the Corporation, acting reasonably, considers necessary or advisable to establish that upon the consummation of such transaction:
 - (i) (the successor corporation will have assumed all the covenants and obligations of the Corporation under this Warrant Certificate, and
 - (ii) the Warrant and the terms set forth in this Warrant Certificate will be a valid and binding obligation of the successor corporation entitling the Holder, as against the successor corporation, to all the rights of the Holder under this Warrant Certificate.
- (b) Whenever the conditions of subsection 13(a) shall have been duly observed and performed the successor corporation shall possess, and from time to time may exercise, each and every right and power of the Corporation under this Warrant in the name of the Corporation or otherwise and any act or proceeding by any provision hereof required to be done or performed by any director or officer of the Corporation may be done and performed with like force and effect by the like directors or officers of the successor corporation.

14. Representation and Warranty:

The Corporation hereby represents and warrants with and to the Holder that the Corporation is duly authorized and has the corporate and lawful power and authority to create and issue this Warrant and the Common Shares issuable upon the exercise hereof and perform its obligations hereunder and that this Warrant represents a valid, legal and binding obligation of the Corporation enforceable in accordance with its terms.

15. Lost Certificate:

If this Warrant Certificate becomes stolen, lost, mutilated or destroyed the Corporation may, on such terms as it may in its discretion, acting reasonably, impose, issue and countersign a new



Warrant Certificate of like denomination, tenor and date as the Warrant Certificate so stolen, lost mutilated or destroyed.

16. Governing Law:

This Warrant 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 and will be treated in all respects as a British Columbia contract. Each of the parties hereto, irrevocably attorns to the exclusive jurisdiction of the courts of the province of British Columbia with respect to all matters arising out of this Warrant Certificate.

17. Severability:

If any one or more of the provisions or parts thereof contained in this Warrant Certificate 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.

18. Headings:

The headings of the articles, sections, subsections and clauses of this Warrant Certificate have been inserted for convenience and reference only and do not define, limit, alter or enlarge the meaning of any provision of this Warrant Certificate.

19. Numbering of Articles, etc.:

Unless otherwise stated, a reference herein to a numbered or lettered article, section, subsection, clause, subclause or schedule refers to the article, section, subsection, clause, subclause or schedule bearing that number or letter in this Warrant Certificate.

20. Gender:

Whenever used in this Warrant Certificate, words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender.

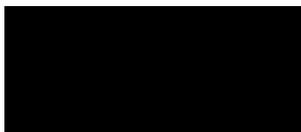
21. Day not a Business Day:

In the event that any day on or before which any action is required to be taken hereunder is not a Business Day, then such action shall be required to be taken on or before the requisite time on the next succeeding day that is a Business Day.

22. Binding Effect:

This Warrant Certificate and all of its provisions shall enure to the benefit of the Holder, its successors, assigns and legal personal representatives and shall be binding upon the Corporation and its successors.

23. Notice:



Unless herein otherwise expressly provided, a notice to be given hereunder will be deemed to be validly given if the notice is sent by electronic transmission or by prepaid same day courier or first class mail addressed as follows:

- (a) If to the Holder at the latest address of the Holder as recorded on the Register;
and
- (b) If to the Corporation at:
Empress Royalty Corp.

[REDACTED]

Attention:
Email:

[REDACTED]

Any notice given as aforesaid shall conclusively be deemed to have been received by the addressee, if sent electronic transmission on prior to 4:00 p.m. (Vancouver time), on the same day, if sent by electronic transmission after 4:00 p.m., the next following Business Day, if by courier, on the next following Business Day and, if sent by mail, on the fifth day following the posting thereof.

24. Time of Essence:

Time shall be of the essence hereof.

25. Execution

The Corporation may execute this Warrant Certificate by electronic signature. To the extent that this Warrant Certificate or any agreement subject to the terms hereof or any amendment hereto is executed, recorded or delivered electronically, it shall be binding to the same extent as though it had been executed on paper with an original ink signature. The fact that this Warrant Certificate is executed, signed, stored or delivered electronically shall not prevent the enforcement of the terms hereof. Physical possession of the original Warrant Certificate or any paper copy shall confer no special status to the bearer thereof.

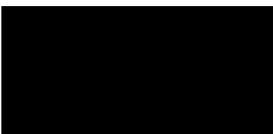
[REDACTED]

IN WITNESS WHEREOF the Corporation has caused this Warrant Certificate to be signed by its duly authorized officer as of December ●, 2023.

EMPRESS ROYALTY CORP.

Per:

Alexandra Woodyer Sherron
CEO & President



SUBSCRIPTION FORM

TO: Empress Royalty Corp.



The undersigned holder of the within Warrant hereby subscribes for _____ Common Shares of Empress Royalty Corp. (the "Corporation") pursuant to the within Warrant Certificate and tenders herewith a certified cheque, bank draft or evidence of wire transfer for CDN\$ _____ in full payment therefor.

(Please check the ONE box applicable):

- (A) The undersigned holder (i) at the time of exercise of the Warrant is not in the United States; (ii) is not a "U.S. person" as defined in Rule 902(k) of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), (iii) is not exercising the Warrant on behalf of a "U.S. person" or a person in the United States; and (iv) did not execute or deliver this exercise form in the United States.

- (B) The undersigned holder (i) purchased (A) Warrants for its own account or the account of another "accredited investor" (as defined in Rule 501(a) of Regulation D under the U.S. Securities Act) ("Accredited Investor"); (ii) is exercising the Warrants solely for its own account or for the account of such other Accredited Investor; and (iii) each of it and such other person, if any, was an Accredited Investor on the date the Warrants were acquired from the Corporation and is an Accredited Investor on the date of exercise of the Warrants; and (iv) the representations and warranties made by the holder or any beneficial purchaser, as the case may be, to the Corporation in connection with the acquisition of the Warrants in such offering remain true and correct on the date hereof.

Note:

Certificates representing Common Shares will not be registered or delivered to an address in the United States unless Box B or Box C above is checked. If Box C is checked, any opinion tendered must be in form and substance satisfactory to the Corporation acting reasonably. Holders planning to deliver an opinion of counsel in connection with the exercise of the Warrants should contact the Corporation in advance to determine whether any opinions to be tendered will be acceptable to the Corporation.

Dated _____.

(Name of Subscriber – please print)

By: _____
(Authorized Signature)



(Official Capacity or Title - please print)

Please print name of individual whose signature appears above if different than the name of the Subscriber printed above.

SIGNATORIES

SIGNATORIES

The Borrower

EXECUTED by)
for and on behalf of)
EMPRESS ROYALTY HOLDING CORP.)
)

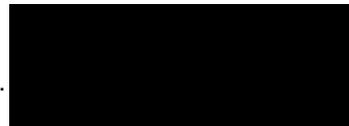
By:
Name: Alexandra Woodyer Sherron
Position: President and Chief Executive Officer



The Guarantor

EXECUTED by)
for and on behalf of)
EMPRESS ROYALTY CORP.)
)

By:
Name: Alexandra Woodyer Sherron
Position: Chief Executive Officer, President & Director



NEBARI FUND 1, as Lender

EXECUTED by
for and on behalf of
NEBARI GOLD FUND 1, LP

By: Nebari Partners GP II, LLC as General Partner

By:
Name:
Position:

SIGNATORIES

The Borrower

EXECUTED by)
for and on behalf of)
EMPRESS ROYALTY HOLDING CORP.)
)

By:
Name:
Position:

The Guarantor

EXECUTED by)
for and on behalf of)
EMPRESS ROYALTY CORP.)
)

By:
Name:
Position:

NGF 1, as Lender

EXECUTED by
for and on behalf of
NEBARI GOLD FUND 1, LP

By: Nebari Partners GP II, LLC as General Partner

By: 
Name:
Position:

Manager

NNRCF II, as Lender

EXECUTED by

for and on behalf of

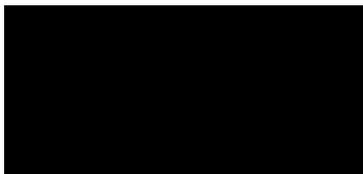
**NEBARI NATURAL RESOURCES CREDIT
FUND II, LP**

By: Nebari Partners GP III, LLC as General
Partner

By:

Name:

Position:



Manager

Collateral Agent

EXECUTED by

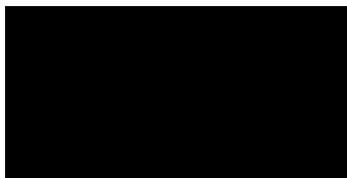
for and on behalf of

NEBARI COLLATERAL AGENT, LLC

By:

Name:

Position:



Manager