

## AGENCY AGREEMENT

December 20, 2017

Emerita Resources Corp.  
Suite 800  
65 Queen Street West  
Toronto, Ontario  
M5H 2M5

Attention: Michael Timmins, Chief Executive Officer

Mackie Research Capital Corporation (the “**Agent**”) understands that Emerita Resources Corp. (the “**Corporation**”) proposes to issue and sell up to 42,426,000 Units (as hereinafter defined) (the “**Offering**”) at a price of \$0.10 per Unit, for aggregate gross proceeds of up to \$4,242,600, and further that the Corporation wishes to appoint the Agent as agent for the Offering on an exclusive basis as set forth in this Agreement.

Upon and subject to the terms and conditions set out below, the Corporation hereby appoints the Agent, and the Agent agrees, to act as the Corporation’s exclusive agent and to use its commercially reasonable efforts to solicit subscriptions for the Units. For greater certainty, it is understood that the obligations of the Agent with respect to the sale of the Units will be limited to its commercially reasonable efforts, with no undertaking, express or implied, nor commitment of the Agent to purchase or arrange for the purchase of any Units.

The Agent and the Corporation acknowledge that Schedules “A” and “B” form part of this Agreement.

In consideration for its services hereunder, the Corporation agrees to pay and issue to the Agent the fees and other compensation set forth in this agreement.

The following are the terms and conditions of the agreement between the Corporation and the Agent:

### ARTICLE 1- INTERPRETATION

**1.1** In this Agreement,

“**2244182**” means 2244182 Ontario Inc.;

“**Agency Fee**” means the fee payable to the Agent as specified in Section 7.1 of this Agreement;

“**Agent**” has the meaning given to it in the first paragraph of this Agreement;

“**Agent’s Counsel**” means McCarthy Tétrault LLP;

“**Agreement**” means this agreement, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Ancillary Documents**” means the Subscription Agreements and all other agreements, certificates (including the Warrant Certificates and the certificate evidencing the Compensation Options) and documents executed and delivered, or to be executed and delivered, by the Corporation in connection with the transactions contemplated by this Agreement;

“**Applicable Securities Laws**” means, collectively, and, as the context may require, (i) all applicable securities Laws of each of the Canadian Offering Jurisdictions, together with the published regulations, rules, rulings and orders made under those securities Laws and forms prescribed thereunder together with all the applicable published policy statements, blanket orders and rulings of multilateral or national instruments and similar instruments issued or adopted by the Securities Commissions; and (ii) the securities Laws of each other relevant jurisdiction together with applicable published policy statements of the Securities Commission of such other relevant jurisdictions;

“**Business Day**” means a day other than a Saturday, Sunday or statutory or banking holiday in the Province of Ontario;

“**Canadian Offering Jurisdictions**” means each of the provinces and territories of Canada;

“**Claim**” has the meaning given to it in Section 9.1 of this Agreement;

“**Closing**” means the closing of the Offering;

“**Closing Date**” means December 19, 2017, or such earlier or later date as the Agent and the Corporation agree to;

“**Common Shares**” means common shares in the capital of the Corporation;

“**Compensation Options**” has the meaning given to it in Section 7.2 of this Agreement;

“**Compensation Unit Securities**” means the Common Shares and Warrants issuable upon exercise of the Compensation Options;

“**Cantabrica**” means Cantabrica del Zinc, S.L.;

“**Contract**” means any written or oral agreement, indenture, contract, lease, sublease, deed of trust, licence, option, or other legally enforceable obligation of or in favour of the applicable person;

“**Corporation**” has the meaning given to it in the first paragraph of this Agreement;

“**Corporation’s Counsel**” means Miller Thomson LLP;

“**Corporation’s Information Record**” means any statement contained in any press release, material change report, financial statement, annual information form, annual or interim report, proxy circular or other document of the Corporation which has been filed on SEDAR;

“**Emerita Espana**” means Emerita Resources Espana SL;

“**Employee Plans**” has the meaning given to it in Section 3.2(hh) of this Agreement;

“**Environmental Laws**” has the meaning given to it in Section 3.2(n) of this Agreement;

“**Enforceability Qualifications**” means that enforceability is subject to bankruptcy, insolvency and other similar Laws affecting creditors’ rights generally and to general principles of equity;

“**Exchange**” means the TSX Venture Exchange;

“**Exchange Approval**” means the conditional approval of the Exchange for the Offering;

“**FCPA Legislation**” means all applicable foreign corrupt practice Laws, including the *Corruption of Foreign Public Officials Act* (Canada);

“**Financial Information**” means: (i) the audited consolidated financial statements of the Corporation for the years ended September 30, 2016 and 2015, including the notes thereto, together with the report of the auditors thereon; (ii) the unaudited condensed interim consolidated financial statements of the Corporation for the three and nine months ended June 30, 2017 and 2016, including the notes thereto; and (iii) in the case of each of (i) and (ii), the applicable accompanying management’s discussion and analysis of financial condition and results of operations;

“**Governmental Authority**” means any: (i) multinational, federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) subdivision or authority of any of the foregoing; (iii) any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above (including the Exchange); or (iv) arbitrator exercising jurisdiction over the affairs of the applicable person, asset, obligation or other matter;

“**IFRS**” has the meaning given to it in Section 3.2(f);

“**IMS**” means IMS Engenharia Mineral Ltda;

“**including**” means including without limitation and shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;

“**Indemnified Party**” has the meaning given to it in Section 9.1 of this Agreement;

“**Law**” means any federal, provincial, state or municipal law, statute, ordinance, regulation, rule, by-law, judgment, decree, order or award of any Governmental Authority of competent jurisdiction;

“**Lien**” means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by Law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, hypothec, pledge, title retention agreement, reservation of title, servitude, right of way, restrictive covenant, right of use or any matter capable of registration against title or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy property or assets;

“**Material Adverse Effect**” means the effect resulting from any event or change which has a material adverse effect on the consolidated business, affairs, capital, operations or assets (including assets in which the Corporation has a direct or indirect economic interest (including the Material Projects and, for greater certainty, the right to acquire an indirect interest in the Salobro project)) of the Corporation;

“**material change**” has the meaning ascribed to such term in NI 51-102;

“**material fact**” means a material fact for the purposes of the Applicable Securities Laws or any of them, or where undefined under the Applicable Securities Laws of a jurisdiction means a fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the Common Shares;

“**Material Projects**” means the Plaza Norte project in Spain and the Salobro project in Brazil, as more particularly described in the Corporation’s Information Record;

“**Mining Claims**” has the meaning given to it in Section 3.2(nn) of this Agreement;

“**misrepresentation**” means a misrepresentation as defined under the Applicable Securities Laws or any of them or, where undefined under the Applicable Securities Laws of a jurisdiction, means: (i) an untrue statement of a material fact; or (ii) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made;

“**NEO**” has the meaning given to it in Form 51-102F6V *Statement of Executive Compensation – Venture Issuers*;

“**NI 43-101**” means National Instrument 43-101 *Standards of Disclosure for Mineral Projects*;

“**NI 45-102**” means National Instrument 45-102 *Resale of Securities*;

“**NI 45-106**” means National Instrument 45-106 *Prospectus Exemptions*;

“**NI 51-102**” means National Instrument 51-102 *Continuous Disclosure Obligations*;

“**Offering**” has the meaning given to it in the first paragraph of this Agreement;

“**Outstanding Convertible Securities**” means all options (whether put or call options), including options granted or proposed to be granted to officers, directors, employees or

consultants, share purchase or acquisition rights or warrants and other convertible securities outstanding, whether issued pursuant to an established plan or otherwise;

“**person**” means any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

“**SEC**” means the United States Securities Exchange Commission;

“**Securities Commissions**” means, collectively, the securities commissions or similar regulatory authorities in each of the Canadian Offering Jurisdictions and each other relevant jurisdiction and “**Securities Commission**” means a securities commission or other securities regulatory authority in any one Canadian Offering Jurisdiction or other relevant jurisdiction, as the context may require;

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

“**Subscribers**” means the purchasers of Units under the Offering;

“**Subscription Agreements**” means the subscription agreements entered into between the Unit Subscribers, the Corporation and the Agent in respect of the Offering, including all schedules thereto;

“**Subsidiaries**” means 2244182, Emerita Espana and Cantabrica;

“**subsidiary**” has the meaning given to such term under NI 45-106;

“**Survival Limitation Date**” means the second anniversary of the Closing Date, except with respect to those representations, warranties and covenants of the Corporation contained in this Agreement that relate to tax matters which shall survive until the expiration of 90 days following the end of the period during which an assessment, reassessment or other form of recognized document assessing liability for tax, interest or penalties under applicable tax legislation in respect of any taxation year to which such representations, warranties and covenants extend could, under such tax legislation, be issued to, or is under objection or appeal to any authority, board or court of competent jurisdiction by the Corporation;

“**Tax Act**” means the *Income Tax Act* (Canada), as amended, re-enacted or replaced from time to time;

“**Time of Closing**” means 8:30 am (Toronto time) on the Closing Date, or such other time on the Closing Date as may be agreed to by the Corporation and the Agent;

“**United Kingdom**” means the United Kingdom of Great Britain and Northern Ireland;

“**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**Unit**” means units of securities of the Corporation, each consisting of one Common Share and one-half of one Warrant;

“**Unit Securities**” means, collectively, the Unit Shares and Warrants;

“**Unit Shares**” means the Common Shares comprised in the Units;

“**U.S. Person**” has the meaning given to such term in Rule 902(k) of Regulation S promulgated under the U.S. Securities Act;

“**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended;

“**Warrant Certificates**” means the certificates to be issued by the Corporation dated as of the Closing Date evidencing the Warrants;

“**Warrants**” means warrants of the Corporation, each whole warrant exercisable until the second anniversary of the Closing Date and entitling the holder to purchase one Common Share at an exercise price of \$0.20 per share, subject to customary adjustment provisions; and

“**Warrant Shares**” means the Common Shares issuable upon exercise of the Warrants.

- 1.2 The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.3 Unless otherwise expressly provided in this Agreement, words importing only the singular number include the plural and *vice versa* and words importing gender include all genders. References to “paragraph” and “Section” (unless otherwise indicated) are to the appropriate paragraphs and Sections of this Agreement. Unless the context otherwise requires, any reference to a statute shall be deemed to include regulations made pursuant thereto, all amendments in force from time to time and any statute or regulation that may be passed that has the effect of supplementing or superseding the statute or regulation referred to.
- 1.4 Any action or payment required or permitted to be taken or made hereunder on a day which is not a Business Day shall or may be, as the case may be, taken or made on the next succeeding Business Day, except when otherwise prescribed by Applicable Securities Laws or rules and policies of the Exchange, with the same force and effect as if taken or made within the period for the taking or making of such action.
- 1.5 This Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflicts of law rules.
- 1.6 All amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency.

- 1.7 In this Agreement, a reference to “knowledge” of the Corporation means to the best of the knowledge of the senior officers of the Corporation, in each case having made due inquiry; provided, however, that, in relation to any matters relating to the Salobro property or IMS, “knowledge” means the actual knowledge of the senior officers of the Corporation, including as a result of their review of the title opinion in respect of the Salobro property dated July 14, 2017 provided by Azevedo Sette Advogados, the representations and warranties provided by IMS in its agreements with the Corporation and any technical reports received by the Corporation.
- 1.8 The following are the schedules attached to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:
- Schedule “A” - Details of Mining Claims
  - Schedule “B” - Details of Outstanding Convertible Securities

## **ARTICLE 2- PURCHASE, SALE AND DISTRIBUTION**

- 2.1 Subject to the terms and conditions of this Agreement, the Agent will use its commercially reasonable efforts to obtain offers and subscriptions to purchase the Units. The obligation of the Agent with respect to the sale of the Units will be limited to its commercially reasonable efforts, with no undertaking, express or implied, or commitment of the Agent to purchase or arrange for the purchase of any Units.
- 2.2 If required by the Exchange, the Agent will give written notice of the distribution of the Units to the Exchange, in such form as may be required by the Exchange, in order to permit the Unit Shares and Warrant Shares to be listed on the Exchange upon or prior to their issuance.
- 2.3 Each Subscriber who is resident in one of the Canadian Offering Jurisdictions will purchase under one or more “private placement” exemptions so that the Corporation will be exempt from the prospectus requirements of the Applicable Securities Laws in Canada. The Corporation hereby agrees to use its commercially reasonable efforts to secure compliance with all securities regulatory requirements on a timely basis in connection with the distribution of the Units to the Subscribers, including by filing within the periods stipulated under Applicable Securities Laws and at the Corporation’s expense all private placement forms required to be filed by the Corporation in connection with the Offering and paying all filing fees required to be paid in connection therewith so that the distribution of the Units may lawfully occur without the necessity of filing a prospectus or any similar document under the Applicable Securities Laws (including so as to ensure that the requirements from the Closing Date under NI 45-102 that are within the Corporation’s power to control are complied with by the Corporation such that the Unit Securities and Warrant Shares will be subject to a “hold period” which expires four months and one day following the Closing Date). The Agent agrees to assist the Corporation in all reasonable respects to secure compliance with all regulatory requirements in connection with the Offering. The Agent will notify the Corporation with

respect to the identity of each Subscriber and other necessary information respecting each Subscriber as soon as practicable, and with a view to leaving sufficient time to allow the Corporation to secure compliance with all relevant regulatory requirements under Applicable Securities Laws relating to the sale of the Units.

- 2.4 The certificates or ownership statements representing the Unit Securities, Warrant Shares (if issued during the hold period described in the below legend), Compensation Options and the Common Shares and Warrants issuable directly or indirectly upon exercise of the Compensation Options (if issued during the hold period described in the below legend), and each certificate or ownership statement issued in transfer of any such securities (if issued during the hold period described in the below legend), will bear or be deemed to bear, as applicable, the following legends, in addition to any other legends required under Applicable Securities Laws, substantially in the following forms with the necessary information inserted:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [insert date that is four months and one day after Closing Date].”

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE (INCLUDING ANY UNDERLYING SECURITIES THAT MAY BE ISSUED ON THE CONVERSION, EXERCISE OR EXCHANGE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE) MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [insert date that is four months and one day after Closing Date].”

### **ARTICLE 3- REPRESENTATIONS, WARRANTIES AND COVENANTS**

#### **3.1 Representations, Warranties, Covenants and Acknowledgements of the Agent**

The Agent hereby represents, warrants and covenants with the Corporation that:

- (a) it will conduct (and has conducted) activities in connection with arranging for the sale of the Units in compliance with the Applicable Securities Laws;
- (b) the Agent is a duly registered dealer in the Canadian jurisdictions where it offers the Units to Subscribers;
- (c) it will not solicit (and has not solicited) offers to purchase or sell the Units generally or so as to require registration of, or filing of a prospectus, offering memorandum or similar disclosure document with respect to, the Units under the laws of any jurisdiction, including the United States and the United Kingdom, and not, without the consent of the Corporation or as otherwise contemplated in this Agreement, solicit offers to purchase or sell the Units in any jurisdiction outside

of the Canadian Offering Jurisdictions where the solicitation or sale of the Units would result in any ongoing disclosure requirements in such jurisdiction, any registration or filing requirements in such jurisdiction, or any requirement in such jurisdiction to deliver an offering memorandum, or where the Corporation may be subject to liability in connection with the sale of the Units which is more onerous than its liability under, taken together, the Applicable Securities Laws to which it is subject as at the date of this Agreement;

- (d) it will obtain from each Subscriber subscribing through it a completed and executed Subscription Agreement in a form reasonably acceptable to the Corporation and to the Agent relating to the transactions herein contemplated, together with all documentation (including questionnaires, corporate placee registration forms, undertakings and documents required by the Exchange, if any, and certificates) as may be necessary in connection with subscriptions for Units, to ensure compliance with Applicable Securities Laws and the Exchange Approval;
- (e) it will not provide (and has not provided) to prospective purchasers an offering memorandum within the meaning of Applicable Securities Laws or other material detailing the business or affairs of the Corporation and will not advertise (and have not advertised) the Offering in (i) printed media of general and regular paid circulation, (ii) radio, (iii) television, or (iv) telecommunication (including electronic display) and will not make (and has not made) use of any green sheet or other internal marketing document without the prior consent of the Corporation, such consent to be promptly considered and not to be unreasonably withheld;
- (f) it will not make (and has not made) any representations or warranties with respect to the Offering other than those contained in the Corporation's Information Record and the Ancillary Documents;
- (g) it is not a U.S. Person, was not offered the Compensation Options within the United States, and is not acquiring the Compensation Options for the account or benefit of a U.S. Person or a person in the United States, and that this Agreement was not executed on its behalf within the United States; and
- (h) it understands and acknowledges that neither the Compensation Options nor the securities issuable directly or indirectly upon exercise of the Compensation Options have been or will be registered under the U.S. Securities Act, that the Compensation Options may be exercised only in transactions exempt from, or not subject to, registration under the U.S. Securities Act and any applicable state securities laws, and that prior to any such exercise, the Corporation may require the delivery of evidence reasonably satisfactory to the Corporation to that effect.

The Agent further acknowledges and agrees that neither the Unit Securities nor the Warrant Shares have been or will be registered with the SEC under the U.S. Securities Act. The Units may be offered and sold in the United States only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and

applicable state securities laws. The Agent acknowledges and agrees that offers of Units may be directed only to persons in member states of the European Economic Community who are “qualified investors” within the meaning of Article 2(1)(e) of the Prospectus Directive (“**Qualified Investors**”). In addition, the Agent acknowledges and agrees that in the United Kingdom offers of Units may be directed only to Qualified Investors meeting other specified requirements.

### **3.2 Representations, Warranties and Covenants of the Corporation**

The Corporation hereby represents and warrants to, and covenants with, the Agent, on its own behalf and on behalf of the Subscribers, intending that the same may be relied upon by the Agent and the Subscribers, that:

- (a) *Good Standing of the Corporation.* The Corporation is validly existing under the *Business Corporations Act* (Ontario) and is current and up to date with all filings required to be made by it, and has all requisite corporate power and authority to carry on its business as currently conducted, and to own, lease and operate its properties and assets and to carry out the transactions contemplated by this Agreement and the Ancillary Documents and carry out the obligations hereunder and thereunder, and has all requisite corporate power to carry on its business as presently proposed to be conducted by it. The Corporation is duly qualified or authorized to transact business and is in good standing (in respect of the filing of annual returns where required or other information filings under applicable corporations information legislation) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business.
- (b) *Subsidiaries.* Other than the Subsidiaries, the Corporation does not own any securities of any person. The Corporation is, directly or indirectly, the legal and beneficial owner of (i) 50% of the outstanding shares (of which there is only one class) in the capital of Cantabrica and (ii) all of the outstanding shares of each of the other Subsidiaries.
- (c) *Share Capital of the Corporation.* As of the date hereof, prior to giving effect to the Offering, the authorized share capital of the Corporation consists of an unlimited number of Common Shares (and no other class of shares). As of the date hereof, 97,169,829 Common Shares are issued and outstanding as fully paid and non-assessable shares. As of the date hereof, other than as described in Schedule “B” to this Agreement and other than pursuant to this Agreement, there are no Outstanding Convertible Securities of the Corporation.
- (d) *Authorization.* The Corporation has full corporate power and authority to issue the Unit Securities, Warrant Shares, Compensation Options and the securities issuable directly or indirectly thereunder. The Unit Securities and Compensation Options, when issued, will have been duly and validly issued (in the case of the Unit Shares, as fully paid and non-assessable). Upon the exercise of Warrants (including the Warrants issuable upon exercise of the Compensation Options),

including receipt by the Corporation of the full consideration therefor, the Warrant Shares will be validly issued as fully paid and non-assessable. Upon the exercise of the Compensation Options, including receipt by the Corporation of the full consideration therefor, the Compensation Unit Securities will be validly issued (in the case of the Common Shares comprised in the Compensation Unit Securities, as fully paid and non-assessable).

- (e) *Absence of Rights.* Except as otherwise disclosed in the Corporation's Information Record, there is no right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the issue or allotment of any unissued Common Shares (or other shares in the capital of the Corporation) or any other agreement or option, for the issue or allotment of any unissued Common Shares (or other shares in the capital of the Corporation) or any other security convertible into or exchangeable for any Common Shares (or other shares in the capital of the Corporation) or to require the Corporation to purchase, redeem or otherwise acquire any of the issued and outstanding Common Shares.
- (f) *Financial Information.* The Financial Information:
  - (i) presents fairly, in all material respects, the consolidated financial position of the Corporation, and the consolidated results of its operations and its cash flows, for the periods specified in such Financial Information;
  - (ii) conforms with International Financial Reporting Standards applicable in Canada ("**IFRS**"); and
  - (iii) does not contain any untrue statement of a material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made, with respect to any period covered by the Financial Information.
- (g) *Off Balance Sheet.* The Corporation has not engaged in any "off balance sheet" or similar financing.
- (h) *Liabilities.* The Corporation does not have any consolidated liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Information, other than liabilities, obligations or indebtedness or commitments incurred after the last period covered by the Financial Information in the normal course of business and which would not reasonably be expected to have a Material Adverse Effect.
- (i) *Non-Contravention.* Neither the Corporation nor any Subsidiary is in violation of its constituting documents. None of the Offering, the execution, delivery and performance of this Agreement or the Ancillary Documents or the consummation of the transactions contemplated herein and therein, including the issue of the

Unit Securities and the Compensation Options (or, in each case, the issue of any securities issuable directly or indirectly thereunder), does or will:

- (i) subject to compliance by the Agent with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any Governmental Authority or other person, except:
  - A. such as have been obtained; or
  - B. such as may be required under the Applicable Securities Laws and the policies of the Exchange and will be obtained by the Closing Date; or
- (ii) conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of or Lien upon any of the consolidated properties or assets of the Corporation under any provision of:
  - A. the articles or by-laws of the Corporation or any Subsidiary; or
  - B. subject to the filings and other matters referred to in the immediately following sentence:
    - (1) any Contract to which the Corporation or any Subsidiary is a party or by which any of any of their properties or assets are bound;
    - (2) any Law applicable to the Corporation or any Subsidiary, or any of its respective properties or assets; or
    - (3) any authorization held or obtained by the Corporation or in which it has an economic interest,

other than any such conflicts, violations, defaults, rights, losses or Liens that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

- (j) *Independent Accountants.* The accountants who reported on the Financial Information are independent with respect to the Corporation within the meaning of Applicable Securities Laws. There has never been any reportable event (within the meaning of NI 51-102) with the current auditors or any former auditors (if any) of the Corporation.

(k) *Material Assets.*

- (i) The Corporation is, directly or indirectly, the legal and beneficial owner of, and has good and marketable right, title and interest in and to the material assets of the Corporation as reflected in the Corporation's Information Record, free and clear of all Liens (except as otherwise disclosed in the Corporation's Information Record).
- (ii) The Material Projects are the only properties which could reasonably be considered to be material to the Corporation for the purposes of NI 43-101.
- (iii) Cantabrica is the legal and beneficial owner of, and has good and marketable right, title and interest in and to the Plaza Norte project related Mining Claims and, to the knowledge of the Corporation, IMS is the legal and beneficial owner of, and has good and marketable right, title and interest in and to the Salobro project related Mining Claims (except as otherwise disclosed in the Corporation's Information Record).
- (iv) Except as otherwise disclosed in the Corporation's Information Record, any and all Contracts pursuant to which the Corporation holds material assets or is entitled to the use of or acquire ownership of, or an economic interest in, material assets (whether directly or indirectly) (including the agreements with Vale S.A. and IMS in respect of the Salobro project and the joint venture agreement with The Aldesa Group of Companies in respect of Cantabrica and the Plaza Norte project) are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms (subject to Enforceability Qualifications), and there is currently no material default of any of the provisions of any such agreements nor has any such default been alleged, and the Corporation, after making due enquiries, is not aware of any disputes with respect thereto (other than as disclosed in the Corporation's Information Record) and such assets (other than relating to the Salobro project) are in good standing under the applicable Laws of the jurisdictions in which they are situated and, to the Corporation's knowledge, such assets relating to the Salobro project are in good standing under the applicable Laws of the jurisdictions in which they are situated.
- (v) To the Corporation's knowledge, except as otherwise disclosed in the Corporation's Information Record, all leases, licences, concessions and claims pursuant to which IMS and Cantabrica derive their respective interests (whether legal or beneficial) in the Material Projects are in good standing and there has been no material default under any such leases, licences, concessions or claims, and all taxes required to be paid with respect to such assets to the date hereof have been paid.

- (l) *Technical Information.* The technical information set forth in the Corporation's Information Record, including relating to any estimates by the Corporation of mineral resources and mineral reserves, has been reviewed and approved by qualified persons (as defined in NI 43-101) and, in all cases, the resource information has been prepared in accordance with Canadian industry standards set forth in NI 43-101, and the information upon which any estimates of resources and reserves were based was, at the time of delivery thereof, complete and accurate in all material respects and there have been no material adverse changes to such information since the date of delivery or preparation thereof. There has not been, and there does not currently exist, any obligation under NI 43-101 for the Corporation to have filed (or to cause another Person to file) a technical report.
- (m) *Exploration and Development Activities.* To the knowledge of the Corporation, except as otherwise disclosed in the Corporation's Information Record:
- (i) all assessments or other work required to be performed in relation to the Mining Claims in order to maintain the interests therein have been performed to date and all applicable Laws have been complied with in this regard, as well as with regard to legal, contractual obligations to third parties in this regard except for any non-compliance that could not, either individually or in the aggregate, have a Material Adverse Effect;
  - (ii) there are no expropriations or similar proceedings against any property in which the Corporation has a direct or indirect economic interest (including the Material Projects) or any related Mining Claim; and
  - (iii) all exploration and development activities conducted on premises in which the Corporation has a direct or indirect economic interest (including the Material Projects) have been conducted by the Corporation and IMS in all respects in accordance with good mining and engineering practices and all applicable workers' compensation and health and safety and workplace Laws have been duly complied with, except where the failure to so conduct operations could not reasonably be expected to have a Material Adverse Effect.
- (n) *Environmental Laws.* To the Corporation's knowledge: (i) neither the Corporation nor IMS (in respect of the Salobro project) or Cantabrica is in violation of any federal, provincial, state, local, municipal or foreign Law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to pollution or protection of human health, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including Laws relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials

(collectively, “**Environmental Laws**”) except where such violations would not be reasonably expected, on an individual or aggregate basis, to have a Material Adverse Effect; and (ii) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, Liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Corporation, IMS (in respect of the Salobro project) or Cantabrica which, if determined adversely, would reasonably be expected to have a Material Adverse Effect.

- (o) *Conduct of Business; Possession of Licenses and Permits.* The Corporation and, to the knowledge of the Corporation, each of IMS (in respect of the Salobro project) and Cantabrica has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business. The Corporation and, to the knowledge of the Corporation, each of IMS (in respect of the Salobro project) and Cantabrica possesses such permits, certificates, licenses, approvals, consents and other authorizations (collectively, “**Governmental Licenses**”) issued by the appropriate federal, provincial, state, local or foreign, as applicable, Governmental Authorities (other than Government Licenses that the Corporation believes will be obtained when required in a timely manner) necessary to own, lease, stake or maintain the Mining Claims and other property interests and to conduct the business now operated, as applicable, including to conduct exploration at the various projects, except where the failure to possess such permits, certificates, licenses, approvals, consents or authorizations would not reasonably be expected to have a Material Adverse Effect. The Corporation and, to the knowledge of the Corporation, each of IMS (in respect of the Salobro project) and Cantabrica is in compliance with the terms and conditions of all such Governmental Licenses, and is not in violation of, or in default under, applicable Laws (including Environmental Laws) of any Governmental Authorities having, asserting or claiming jurisdiction except where such non-compliance, violation or default would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Corporation, all of the Governmental Licenses are valid and in full force and effect. The Corporation has not received, and is not aware of IMS or Cantabrica having received, any notice of proceedings relating to the revocation or modification of any such Governmental Licenses.
- (p) *Material Contracts.* All of the material Contracts of the Corporation (collectively, the “**Material Contracts**”) have been disclosed in the Corporation’s Information Record and if required under the Applicable Securities Laws have been filed at the Corporation’s profile on SEDAR. The Corporation has not received notification from any party claiming that the Corporation is in material breach or default under any Material Contract.
- (q) *Restrictions on Dividends or Business.* There is not, in the constating documents, by-laws or in any Contract or other instrument or document to which the Corporation is a party, any restriction upon or impediment to, the declaration or payment of dividends by the directors of the Corporation or the payment of

dividends by the Corporation to the holders of its Common Shares. The Corporation is not a party to or bound or affected by any Contract containing any covenant which expressly limits the freedom of the Corporation to compete in any line of business, transfer or move any of its assets or operations or which materially or adversely affects the consolidated business practices, operations or condition of the Corporation, except as disclosed in the Corporation's Information Record.

- (r) *No Material Adverse Effect.* Since September 30, 2016, (i) there has been no change in the consolidated condition (financial or otherwise), or in the consolidated properties, capital, affairs, prospects, operations, assets or liabilities of the Corporation, whether or not arising in the ordinary course of business, which would reasonably be expected to give rise to a Material Adverse Effect and except as disclosed in the Corporation's Information Record; and (ii) there have been no transactions entered into by the Corporation, other than those in the ordinary course of business, which are material with respect to the Corporation, except as disclosed in the Corporation's Information Record.
- (s) *Absence of Changes.* Since September 30, 2016, the Corporation has carried on business in the ordinary course and, except as disclosed in the Corporation's Information Record, there has not been:
  - (i) any material change in the consolidated assets, liabilities or obligations (absolute, accrued, contingent or otherwise), business, business prospects, condition (financial or otherwise) or results of operations of the Corporation, other than those changes occurring in the ordinary course of business, none of which is (either singly or taken together) materially adverse to the Corporation;
  - (ii) except as contemplated in this Agreement, any material change in the share capital or long-term debt of the Corporation;
  - (iii) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares in the capital of the Corporation or any direct or indirect redemption, purchase or other acquisition of any shares; or
  - (iv) any change in accounting or tax practices followed by the Corporation.
- (t) *Absence of Proceedings.* To the Corporation's knowledge, there is no action, suit, proceeding, inquiry or investigation before or brought by any court or other Governmental Authority, domestic or foreign, now pending or, to the knowledge of the Corporation, threatened against or affecting the Corporation, which has not been disclosed in the Corporation's Information Record, or which if determined adversely would reasonably be expected to have a Material Adverse Effect, or which, if determined adversely, would reasonably be expected to materially adversely affect the consummation of the transactions contemplated in this

Agreement or the performance by the Corporation of its obligations hereunder or under any of the Ancillary Documents.

- (u) *Outstanding Judgements.* Except as disclosed in the Corporation's Information Record, there is no outstanding judgement, order, decree, arbitral award or decision of any court, tribunal or other Governmental Authority against the Corporation or, to the knowledge of the Corporation, against IMS (in respect of the Salobro project), other than the decree in favour of Vale S.A. as described in the Corporation's Information Record, or Cantabrica.
- (v) *No Insolvency.* The Corporation has not committed an act of bankruptcy or sought protection from its creditors from any court or pursuant to any Law, proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound up, as the case may be, taken any proceeding to have a receiver appointed of any part of its assets, had any encumbrancer or receiver take possession of any of its property, had an execution or distress become enforceable or levied upon any portion of its property or had any petition for a receiving order in bankruptcy or application for a bankruptcy order filed against it, and at the Time of Closing the Corporation will not be an insolvent person (as that term is defined in the *Bankruptcy and Insolvency Act* (Canada)).
- (w) *Unlawful Payment.* To the knowledge of the Corporation, neither the Corporation, nor any of its employees or agents, has made any unlawful contribution or other payment to any person holding, or candidate for, any federal, state, provincial or other public office, Canadian or foreign, or failed to disclose fully any contribution, in violation of any Law, or made any payment, to any federal, state, provincial or other governmental officer or official, Canadian or foreign, or other person charged with similar public or quasi-public duties, other than payments required or permitted by applicable Laws. Without limiting the generality of the foregoing, to the knowledge of the Corporation, (i) neither the Corporation, nor any of its employees or agents, has violated FCPA Legislation and (ii) none of Vale S.A., IMS or The Aldesa Group of Companies has violated FCPA Legislation in respect of either of the Material Projects.
- (x) *Brokerage Fees.* Other than the Agent, there is no person acting or, to the knowledge of the Corporation, purporting to act at the request of the Corporation, who is entitled to any brokerage or finder's fees in connection with the Offering.
- (y) *Authorization of Documents, etc.* This Agreement has been, and at the Time of Closing each of the Ancillary Documents, and the transactions contemplated herein and therein, will have been, duly authorized, executed and delivered by the Corporation and, in each case, will be a legal, valid and binding obligation of, and be enforceable against, the Corporation in accordance with its terms (subject to the Enforceability Qualifications). All corporate action required to be taken by the Corporation for the authorization, issuance, sale and delivery of the Offered Units

and the Compensation Options has been validly taken at the date hereof or will have been taken by the Closing Date.

- (z) *No Default of Securities Laws.* The Corporation is not in default of any requirement of Applicable Securities Laws which would reasonably be expected to have a Material Adverse Effect on the Offering or the Corporation.
- (aa) *Disclosure.* All information which has been prepared or compiled by the Corporation relating to the Corporation and its business, properties and liabilities, and either filed on SEDAR or provided to the Agent, including all financial, marketing, sales, technical mining and operational information, is as of the date of such information, true and correct in all material respects, and no material fact or facts have been omitted therefrom which would make such information misleading. In addition, the Corporation has filed all documents required to be filed by it under Canadian Applicable Securities Laws and the documents filed by the Corporation constituting the Corporation's Information Record did not contain a misrepresentation at the time of their filing on SEDAR.
- (bb) *No Default.* The Corporation is not in default of any material term, covenant or condition under or in respect of any judgment, order, agreement or instrument to which it is a party or to which it or any of the material property or assets (including any royalty or interest therein) thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any Contract to which the Corporation is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any amount owing thereunder or which could reasonably be expected to have a Material Adverse Effect.
- (cc) *Voting Agreements.* The Corporation is not party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation.
- (dd) *Shareholder Agreements.* Neither the Corporation nor, to the knowledge of the Corporation, any shareholder of the Corporation is a party to any shareholders agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of the Corporation.
- (ee) *Interest of Insiders; Conflicts.* Other than as disclosed in the Corporation's Information Record, to the knowledge of the Corporation:
  - (i) none of the directors, officers or employees of the Corporation, any known holder of more than 10% of any class of shares of the Corporation, or any known associate or affiliate of any of the foregoing persons (as such terms are defined in the *Securities Act* (Ontario)), has had any material interest, direct or indirect, in any material transaction within the previous two years or has any material interest in any proposed material transaction involving the Corporation which, as the case may be, materially affected, is material

to or will materially affect the Corporation. To the knowledge of the Corporation, no insider of the Corporation (within the meaning of Applicable Securities Laws) has a present intention to sell any securities of the Corporation;

- (ii) no officer, director or employee of the Corporation, and no person which is an affiliate or associate of one or more of the foregoing, owns, directly or indirectly, any interest in (except for shares representing less than 10% of the outstanding shares of any class or series of any publicly traded company), or is an officer, director, employee or consultant of any person which is, or is engaged in, a business competitive with the Corporation, which materially adversely impacts, or can reasonably be expected to materially and adversely impact, on its ability to duly and properly perform its services;
- (iii) to the knowledge of the Corporation, no officer, director, employee or security holder of the Corporation has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation in connection with its business except for claims in the ordinary and normal course of the business such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation on a consolidated basis; and
- (iv) the Corporation does not owe any monies to, does not have any present loans to, and has not borrowed any monies from or is otherwise indebted to, any officer, director, employee, shareholder or any person not dealing at "arm's length" (as such term is defined in the Tax Act) with any of them except for usual employee reimbursements and compensation paid in the ordinary and normal course of its business. To the Corporation's knowledge, except as disclosed in the Corporation's Information Record and usual employee or consulting arrangements made in the ordinary and normal course of business, the Corporation is not a party to any Contract or understanding with any officer, director, employee, shareholder or any other person not dealing at arm's length with it.

The directors and executive officers of the Corporation who are NEOs and their compensation arrangements (as applicable) with the Corporation, whether as directors, officers or employees are, in all material respects, as disclosed in the Corporation's Information Record or as disclosed to the Agent.

- (ff) *Interest in Revenues.* Except as disclosed in the Corporation's Information Record, no officer, director, employee or any other person not dealing at arm's length with the Corporation (within the meaning of the Tax Act), or to the knowledge of the Corporation, any associate or affiliate of such person, owns, has or is entitled to any royalty, net profits interest, carried interest, licensing fee, or any other Liens or claims of any nature whatsoever which are based on the

revenues, profits, results of mineral project exploitation or other economic measure of the Corporation.

- (gg) *Employees.* All material employment agreements, consulting agreements, severance agreements and change of control agreements in respect of any NEOs, and all Employee Plans have been, in all material respects, disclosed in the Corporation's Information Record. The Corporation is in material compliance with all Laws respecting employment and employment practices, terms and conditions of employment, occupational health and safety, pay equity and wages, and there is not currently any labour disruption or conflict involving the Corporation. The Corporation is not a party to a collective bargaining agreement. To the best of the Corporation's knowledge, there are no union organizing efforts being made at the Corporation.
- (hh) *Employee Plans.* Each material plan, if any, for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Corporation or any Subsidiary for the benefit of any current or former director, officer, employee or consultant (collectively, the "**Employee Plans**") has been maintained in material compliance with its terms and with the requirements prescribed by any and all Laws that are applicable to such Employee Plan. The Corporation does not have nor has had any pension plan (as such term is defined in the relevant legislation of the applicable jurisdiction). All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and Employee Plan payments have been reflected in the books and records of the Corporation.
- (ii) *Indebtedness.* The Corporation has not guaranteed or otherwise given security for or agreed to guarantee or give security for any liability, debt or obligation of any other person.
- (jj) *Insurance.* The Corporation has in place insurance that is consistent with insurance obtained by reasonably prudent participants in comparable businesses.
- (kk) *Taxes.* All tax returns, reports, elections, remittances and payments of the Corporation required by applicable Law to have been filed or made in any applicable jurisdiction, have been filed or made (as the case may be), and are substantially true, complete and correct, and all taxes of the Corporation have been paid or accrued in the Financial Information (except in any case in which the failure to file, pay or accrue such taxes would not result in a Material Adverse Effect).
- (ll) *Reporting Issuer.* The Corporation is, and will at the Time of Closing be, a "reporting issuer" (or its equivalent) in British Columbia, Alberta and Ontario, not

in default of any requirement of Applicable Securities Laws. The Corporation has made timely disclosure of all material changes relating to it and no such disclosure has been made on a confidential basis and there is no material change relating to the Corporation which has occurred with respect to which the requisite material change statement has not been filed.

- (mm) *Accounting Controls.* The Corporation maintains, and will maintain, a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (nn) *Mining Claims.* The material mining licenses, claims, leases and other mineral property rights (including the exploration concessions and exploitation concessions) in respect of the Material Projects ("**Mining Claims**") are set forth on Schedule "A", which schedule is a complete and accurate list of all such rights held by Cantabrica and, to the knowledge of the Corporation, IMS. The Corporation (through the joint venture company to be formed with IMS, as described in the Corporation's Information Record) has an exclusive right to purchase a 100% legal and beneficial title and interest in the Mining Claims related to the Salobro project. All of the Mining Claims in respect of the Plaza Norte project and, to the knowledge of the Corporation, all of the Mining Claims in respect of the Salobro project are free and clear of any material Liens (except the Lien of Vale S.A. in respect of the Salobro project) and no material royalty is payable in respect of any of them, except as described in Schedule "A" or disclosed in the Corporation's Information Record. Except as disclosed in the Corporation's Information Record or as disclosed to the Agent, no other property rights are necessary for the conduct of the Corporation's business as presently conducted or as contemplated in the Corporation's Information Record; and, as disclosed in the Corporation's Information Record, there are no material restrictions on the ability of Cantabrica or, to the knowledge of the Corporation, IMS to use, access, transfer or otherwise exploit any such property rights except as required by applicable Law. In respect of all such Mining Claims:
- (i) the Corporation has neither received nor has knowledge of there having been issued any notice of default of any of the terms or provisions of the Mining Claims;
  - (ii) the execution, delivery and performance of this Agreement and the Ancillary Documents by the Corporation, and the consummation of the transactions contemplated herein, will not cause a default or termination, or give rise to the right of termination, or rights of first refusal or other pre-emptive rights under any of the Mining Claims;

- (iii) to the knowledge of the Corporation, all exploration permits, leases, concessions, license and mining claim payments, rentals, taxes, rates, assessments, renewal fees and other governmental charges owing in respect of the Mining Claims have been paid in full up to the date of this Agreement, except as could not have a Material Adverse Effect; and
- (iv) there is no actual or, to the knowledge of the Corporation, threatened adverse claim against, or challenge to, the ownership of, or title to, the Mining Claims relating to the Plaza Norte project and, to the knowledge of the Corporation, relating to the Salobro project (except as disclosed in the Corporation's Information Record).
- (oo) *Aboriginal Claims.* To the knowledge of the Corporation, there are no claims with respect to Aboriginal rights currently, or pending or threatened, with respect to the Material Projects or in respect of any other properties in which the Corporation has a direct or indirect economic interest (including the Material Projects).
- (pp) *No Cease Trade Orders.* No Securities Commission in any jurisdiction has issued any order which is currently outstanding preventing or suspending trading in any securities of the Corporation, no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened, and the Corporation is not in default of any requirement of Canadian Applicable Securities Laws, except such as would not have or would not reasonably be expected to have a Material Adverse Effect.
- (qq) *Stock Exchange Listing.* The Corporation is in compliance in all material respects with the current listing requirements and all other applicable rules and regulations of the Exchange and has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the Exchange.
- (rr) *Transfer Agent and Registrar.* TSX Trust Company, at its principal offices in Toronto, has been duly appointed as the transfer agent and registrar for the Common Shares.
- (ss) *Money Laundering Laws.* The operations of the Corporation are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering Laws of all relevant jurisdictions, the rules and regulations thereunder and any related Laws issued, administered or enforced by any Governmental Authority (collectively, the "**Money Laundering Laws**"), and no action, suit or proceeding by or before any court or other Governmental Authority or any arbitrator non-Governmental Authority involving the Corporation with respect to the Money Laundering Laws is, to the best knowledge of the Corporation, pending or threatened.
- (tt) *No Pending Changes to Law, Etc.* The Corporation is not aware of any pending change or contemplated change to any applicable Law that could reasonably be

expected to materially affect the business of the Corporation or the business or legal environment under which the Corporation operates.

- (uu) *Corporate Records.* The minute books and corporate records of the Corporation made or to be made available to the Agent's Counsel in connection with the Agent's due diligence investigations of the Corporation for the period from its date of incorporation to the date of examination thereof, are the original minute books and records of the Corporation or true copies thereof and contain copies of all proceedings (or certified copies thereof) of the shareholders, the boards of directors and all committees of the boards of directors of the Corporation and there have been no other proceedings of the shareholders, boards of directors or any committee of the boards of directors of the Corporation that are required to be included in such minute books and records to the date of review of such corporate records and minute books not reflected in such minute books and corporate and other records other than those which have been disclosed to the Agent in writing and those which are or are not material in the context of the Corporation.
- (vv) *Subscription Agreement Reps.* The representations and warranties of the Corporation in the Subscription Agreements are, and will at the Time of Closing be, true and correct.

#### **ARTICLE 4- ADDITIONAL COVENANTS OF THE CORPORATION**

- 4.1 The Corporation hereby further covenants to and with the Agent, on its own behalf and on behalf of the Subscribers, as follows:
- (a) the Corporation will enter into duly and fully completed Subscription Agreements, accompanied by the subscription amount, with the Subscribers and, unless the Corporation reasonably believes that it would be unlawful to do so or in breach of any Applicable Securities Laws, will fully accept the subscriptions in each duly executed Subscription Agreement submitted to the Corporation accompanied by the required subscription funds;
  - (b) the Corporation will fulfil all legal requirements to permit the creation, issuance, offering and sale of the Unit Securities and Warrant Shares and the Compensation Options and the securities issuable directly or indirectly thereunder, all as contemplated in this Agreement, and file or cause to be filed all documents, applications, forms or undertakings required to be filed by the Corporation and take or cause to be taken all action required to be taken by the Corporation in connection with the Offering;
  - (c) the Corporation will comply with each of the covenants of the Corporation set out in the Subscription Agreements;
  - (d) the Corporation will make all necessary filings, use its commercially reasonable efforts to obtain all necessary regulatory consents and approvals, including approvals required by the Applicable Securities Laws and the Exchange, and the

Corporation will pay all filing fees required to be paid in connection with the transactions contemplated in this Agreement and the Ancillary Documents;

- (e) the Corporation will not, directly or indirectly, without the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed), offer to sell, grant any option to purchase or otherwise dispose of (or announce any intention to do so) any Common Shares, or any securities of the Corporation convertible into or exercisable or exchangeable for Common Shares, for a period commencing on the Closing Date and ending 120 days after the Closing Date (other than pursuant to the grant or exercise of options issued or that may be issued in the future pursuant to the Corporation's existing employee stock option plan or any other share based compensation plan, pursuant to an agreement to make an "arm's length" acquisition of an interest in a resource property, or to satisfy currently outstanding convertible instruments or other commitments of the Corporation to issue Common Shares as of the date hereof);
- (f) prior to the Time of Closing, the Corporation will allow the Agent (and the Agent's Counsel and the Agent's consultants) to conduct all due diligence which the Agent may reasonably require or which may be considered necessary or appropriate by the Agent. The Corporation will provide to the Agent (and the Agent's Counsel) reasonable access to the Corporation's senior management personnel and corporate, financial and other records, for the purposes of conducting such due diligence. Without limiting the scope of the due diligence inquiry that the Agent (or the Agent's Counsel) may conduct, the Corporation shall also make available its directors, senior management, the Chairman of the Audit Committee of its board of directors, the auditors, and the Corporation's Counsel to answer any questions which the Agent may have and to participate in one or more due diligence sessions to be held prior to Closing and to use its commercial best efforts to arrange for the auditors of the Corporation to participate in any such due diligence session;
- (g) the Corporation will ensure that the Unit Securities, Warrant Shares, Compensation Options and Compensation Unit Securities upon issuance in accordance with the terms hereof, have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Ancillary Documents;
- (h) during the period commencing on the date hereof and ending on the Closing Date, the Corporation will promptly inform the Agent of the full particulars of any request of any Securities Commission or the Exchange for any information, or the receipt by the Corporation of any communication from any Securities Commission, the Exchange or any other competent Governmental Authority relating to the Corporation or which may be relevant to the distribution of the Units. Without limiting the foregoing, the Corporation will advise the Agent, promptly after receiving notice or obtaining knowledge thereof, of:

- (i) the institution, threatening or contemplation of any proceeding for any such purpose; or
  - (ii) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation (including the Unit Securities) having been issued by any Securities Commission or the institution, threatening or contemplation of any proceeding for any such purposes;
- (i) during the period commencing on the date hereof and ending on the Closing Date, the Corporation will promptly inform the Agent of the full particulars of:
- (i) any material change (whether actual, anticipated, threatened, contemplated, or proposed by, to, or against), whether financial or otherwise, in the consolidated assets, liabilities (contingent or otherwise), business, affairs, operations, assets, financial condition or capital of the Corporation; or
  - (ii) any change in any material fact or any misstatement of any material fact contained in the Corporation's Information Record,

which change or new material fact is, or could reasonably be expected to be, of such a nature as:

- (i) to render this Agreement or any of the Ancillary Documents, as they exist taken together in their entirety immediately prior to such change or new material fact, misleading or untrue in any material respect or would result in any of such documents, as they exist taken together in their entirety immediately prior to such change or material fact, containing a misrepresentation;
- (ii) would result in this Agreement or any of the Ancillary Documents, as they exist taken together in their entirety immediately prior to such change or material fact, not complying with any Applicable Securities Laws; or
- (iii) would reasonably be expected to have a material and adverse effect on the market price or value of the Common Shares or constitute a Material Adverse Effect.

In such regard to "material changes", the Corporation will comply with Part 7 of NI 51-102, and the Corporation will prepare and will file promptly any document which may be necessary, and will otherwise comply with all applicable filing and other requirements under Applicable Securities Laws arising as a result of such fact or change; and

- (j) the Corporation will use the net proceeds from the Offering for the completion of the acquisition of the Salobro project, exploration on the Material Projects and for working capital.

## ARTICLE 5- CONDITIONS TO PURCHASE OBLIGATION

- 5.1 The following are conditions of the Agent's and the Subscribers' obligations to close the Offering, which conditions the Corporation covenants to exercise its commercially reasonable efforts to have fulfilled at or prior to the Time of Closing, which conditions may be waived in writing in whole or in part by the Agent on its own behalf and on behalf of the Subscribers:
- (a) the Corporation's board of directors will have authorized and approved: (i) this Agreement and the Ancillary Documents; (ii) the issuance of the Unit Securities and Compensation Options, and all securities issuable directly or indirectly thereunder; and (iii) all matters relating to the foregoing;
  - (b) the Corporation will have made and/or obtained the necessary filings, approvals, consents and acceptances of the appropriate regulatory authorities in the Canadian Offering Jurisdictions and the Exchange Approval, on terms which are acceptable to the Corporation and the Agent, each acting reasonably, it being understood that the Agent will do all that is reasonably required to assist the Corporation to fulfil this condition;
  - (c) the Unit Shares, the Warrant Shares and the Common Shares comprised in the Compensation Unit Securities will have been conditionally accepted for listing (subject only to the usual conditions of the Exchange);
  - (d) the representations and warranties of the Corporation contained in this Agreement and the Ancillary Documents are true and correct in all material respects (or, if qualified by materiality, in all respects) as at the Time of Closing, with the same force and effect as if made on and as at the Time of Closing, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties will be true and correct, in all material respects (or, if qualified by materiality, in all respects), as of such date, after giving effect to the transactions contemplated by this Agreement, and the Corporation will have complied with all the covenants and satisfied all the terms and conditions of this Agreement to be complied with and satisfied by the Corporation at or prior to the Time of Closing;
  - (e) the Corporation will have caused a favourable legal opinion to be delivered by its counsel addressed to the Agent and the Subscribers with respect to such matters as the Agent may reasonably request relating to this transaction, acceptable in all reasonable respects to the Agent's Counsel, including substantially to the effect that:
    - (i) the Corporation validly exists under the laws of the Province of Ontario and has all requisite corporate power, authority and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets and to perform its obligations hereunder;

- (ii) the Corporation has the corporate capacity and power to execute and deliver this Agreement and the Ancillary Documents and to perform its obligations hereunder and thereunder;
- (iii) this Agreement and the Ancillary Documents have been duly authorized, executed and delivered by the Corporation and are legally binding upon the Corporation and enforceable in accordance with their respective terms (subject to the Enforceability Qualifications and such other qualifications as are customary in such circumstances);
- (iv) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement and the Ancillary Documents, and the performance of its obligations hereunder and thereunder and this Agreement and the Ancillary Documents have been duly executed and delivered by the Corporation;
- (v) as to the authorized and issued capital of the Corporation (which opinion shall be based on a certificate of the transfer agent of the Corporation);
- (vi) the Unit Securities having been validly issued (in respect of the Unit Shares, as fully paid and non-assessable) and the Compensation Options have been validly issued;
- (vii) the Exchange having accepted notice of the issuance of the Unit Securities and Compensation Options and having conditionally approved the listing of the Unit Shares, Warrant Shares and the Common Shares issuable under the Compensation Options, subject to the usual post-closing filings;
- (viii) the execution and delivery of this Agreement and the Ancillary Documents, the fulfilment of the terms hereof and thereof, the issue, sale and delivery on the Closing Date of the Unit Securities and the Compensation Options, do not constitute a default under, any applicable Laws of the Province of Ontario or of Canada applicable therein or any term or provision of the Corporation's articles or by-laws;
- (ix) the offering, sale, issuance and delivery by the Corporation of the Unit Securities to the Subscribers and the Compensation Options to the Agent are exempt from the prospectus requirements of the Applicable Securities Laws of the Canadian Offering Jurisdictions and no documents are required to be filed, proceedings taken or approvals, permits, consents, orders or authorizations obtained under the Applicable Securities Laws of the relevant Canadian Offering Jurisdictions to permit such offering, sale, issuance and delivery, other than the filing of customary private placement reports, fees or undertakings required to be filed under such Laws;
- (x) the issuance and delivery by the Corporation of Warrant Shares and the securities issuable directly or indirectly under the Compensation Options upon due exercise of the applicable convertible securities will be exempt

from the prospectus requirements of the Applicable Securities Laws of the Canadian Offering Jurisdiction;

- (xi) as to the first trade rights and restrictions relating to the Unit Securities and Warrant Shares under Canadian Applicable Securities Laws; and
- (xii) the Corporation being a reporting issuer (or the equivalent) under the Applicable Securities Laws, and not being included on a list of defaulting reporting issuers maintained by the Securities Commissions.

In giving such opinions, the Corporation's Counsel will be entitled to arrange for and rely, to the extent appropriate in the circumstances, upon local counsel, it being understood that certain of the opinions which are not matters of the laws of a jurisdiction in which the Corporation's Counsel has an office may be opined upon directly by local counsel, and that the Corporation's Counsel will not be required to also give such opinions, and will be entitled as to matters of fact not within their knowledge to rely upon a certificate of fact from responsible persons in a position to have knowledge of such facts and their accuracy, and such opinion will be subject to customary qualifications, assumptions, exceptions and reliances. The Corporation agrees, and the aforesaid legal opinion will expressly provide, that the Agent may deliver copies of the opinion to each of the addressees thereof;

- (f) if any Units are sold to Subscribers in the United States, the Agent will have received favourable legal opinions, dated the Closing Date and addressed to the Agent, in form and substance satisfactory to the Agent, acting reasonably, to the effect that registration of: (i) the Unit Securities upon offer and sale pursuant to this Agreement; and (ii) the issuance of Warrant Shares upon exercise of the Warrants will not be required under the U.S. Securities Act;
- (g) the Agent will have received legal opinions, each dated the Closing Date and addressed to the Agent, in form and substance acceptable to the Agent and the Agent's Counsel, acting reasonably, as to the existence and ownership of Cantabrica and Emerita Espana;
- (h) the Agent will have received a certificate dated the Closing Date signed by the Chief Executive Officer and the Chief Financial Officer of the Corporation or another officer acceptable to the Agent, in form and substance acceptable to Agent with respect to:
  - (i) the constating documents of the Corporation;
  - (ii) the resolutions of the directors of the Corporation relevant to the Offering, the Unit Securities, the Compensation Options and the authorization of this Agreement and the Ancillary Documents; and
  - (iii) the incumbency and signatures of signing officers of the Corporation;

- (i) the Agent will have received a certificate of status and/or compliance (or the equivalent) for the Corporation dated within two days of the Closing Date, or such other reasonable period as may be dictated by local requirements;
- (j) the Corporation will have delivered to the Agent a certificate dated the Closing Date and signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, certifying for and on behalf of the Corporation, and not in their personal capacities, with respect to the following matters:
  - (i) the representations and warranties of the Corporation contained in this Agreement are true and correct in all material respects (or, if qualified by materiality, in all respects) as at the Time of Closing, with the same force and effect as if made on and as at the Time of Closing, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties were true and correct, in all material respects (or, if qualified by materiality, in all respects), as of such date, after giving effect to the transactions contemplated by this Agreement;
  - (ii) the Corporation having complied with all the covenants and satisfied all the terms and conditions of this Agreement to be complied with and satisfied by the Corporation at or prior to the Time of Closing;
  - (iii) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the Units Securities or any of the Corporation's issued securities having been issued or, to the knowledge of such officers, threatened; and
  - (iv) there having not occurred a Material Adverse Effect, or any change or development that would reasonably be expected to result in a Material Adverse Effect, or the coming into existence or discovery of a new material fact, other than as disclosed in the Corporation's Information Record;
- (k) the Corporation will have caused each of the directors and senior officers of the Corporation to enter into lock-up agreements in a form satisfactory to the Agent, which shall be negotiated in good faith and contain customary provisions, pursuant to which each such person agrees, for a period of 90 days after the Closing Date, not to directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, transfer, or otherwise dispose of or monetize the economic value of (or announce any intention to do any of the foregoing) any securities of the Corporation, whether now owned directly or indirectly, or under their control or direction, or with respect to which each has beneficial ownership, subject to the following exceptions: (i) if the Corporation receives an offer, which has not been withdrawn, to enter into a transaction or arrangement, or proposed transaction or arrangement, pursuant to which, if entered into or completed substantially in accordance with its terms, a party could,

directly or indirectly acquire an interest (including an economic interest) in, or become the holder of, 100% of the total number of Common Shares in the Corporation, whether by way of takeover offer, scheme of arrangement, shareholder approved acquisition, capital reduction, share buyback, securities issue, reverse takeover, dual-listed company structure or other synthetic merger, transaction or arrangement; (ii) as a result of the death of any individual shareholder; or (iii) with the written consent of the Agent, such consent not to be unreasonably withheld or delayed;

- (l) at the Time of Closing, the Corporation will not be the subject of a cease trading order made by any Securities Commission which has not been rescinded;
- (m) prior to the Time of Closing, the Agent, Agent's Counsel and the Agent's technical consultants will have been provided with timely access to all information reasonably required to permit them to conduct a due diligence investigation of the Corporation and its consolidated business operations, properties, assets, affairs, prospects and financial condition, including access to management of the Corporation, the Corporation's auditors, the legal counsel of the Corporation and representatives of the authors of the technical reports in connection with one or more due diligence sessions to be held prior to the Time of Closing; and
- (n) the Agent having been provided with satisfactory evidence that the Corporation can complete the Salobro acquisition immediately following the Closing.

#### **ARTICLE 6- CLOSING**

6.1 The Closing will be held at the offices of the Corporation's Counsel in the City of Toronto, Ontario at the Time of Closing or such other place, date or time as may be mutually agreed to; provided that if the Corporation has not been able to comply with any of the covenants or conditions set out herein required to be complied with by the Time of Closing or such other date and time as may be mutually agreed to, the respective obligations of the parties will terminate without further liability or obligation except for payment of expenses in accordance with Article 11, indemnity in accordance with Article 9, and contribution in accordance with Article 10.

6.2 At the Time of Closing, the Corporation will deliver to the Agent:

- (a) certificates representing the Unit Securities, duly registered as the Subscribers may direct;
- (b) one or more certificates duly registered as the Agent may direct representing the Compensation Options; and
- (c) the requisite legal opinions and certificates as contemplated in Section 5.1,

against payment of the purchase price for the Units by wire transfer or by certified cheque or bank draft and delivery of the Subscription Agreements and other

documentation required to be provided by or on behalf of the Subscribers or the Agent pursuant to this Agreement or as may be required by Applicable Securities Laws or the rules of the Exchange.

Notwithstanding the foregoing, and for greater certainty, the Corporation acknowledges and agrees that it, and not the Agent, is solely responsible for obtaining payment from and delivering Unit Securities to the President's List Purchasers (as defined in Section 7.1).

- 6.3 The Corporation will, at the Time of Closing, and upon such payment of the purchase price for the Units, pay the Agency Fee and issue the Compensation Options to the Agent. At the Time of Closing the Corporation will reimburse the Agent for all of its reasonable estimated expenses, incurred up to the Closing Date, including the reasonable fees and disbursements of the Agent's Counsel (up to a maximum of \$40,000, exclusive of disbursements and applicable taxes), subject to any adjustment when such actual expenses are finally determined, in accordance with Article 11 hereof. The Agent's travel expenses, hotel accommodations and meals are required to be pre-approved by the Corporation.
- 6.4 It is understood that the Agent may waive in whole or in part, or extend the time for compliance with, any of the terms and conditions of this Agreement on behalf of the Agent and the Subscribers without prejudice to their rights in respect of any such terms and conditions or any other subsequent breach or non-compliance; provided that to be binding on the Agent and the Subscribers, any such waiver or extension must be in writing.

#### **ARTICLE 7- COMPENSATION OF THE AGENT**

- 7.1 In consideration for the Agent's services, including acting as the Corporation's agent in arranging for the sale of the Units and performing administrative work in connection with the sales of the Units, the Corporation will pay to the Agent at the Time of Closing, a cash commission (the "**Agency Fee**") equal to the sum of (i) 6.5% of the aggregate gross proceeds of the Offering other than the portion thereof attributable to purchases by Subscribers sourced by the Corporation ("**President's List Purchasers**") and (ii) 3.25% of the aggregate gross proceeds of the Offering attributable to purchases by President's List Purchasers.
- 7.2 As additional compensation for the services described in Section 7.1, the Corporation will grant to the Agent such number of options (the "**Compensation Options**") as is equal to the sum of (i) 6.5% of the number of Units to be purchased by persons other than President's List Purchasers and (ii) 3.25% of the number of Units to be purchased by President's List Purchasers. Each Compensation Option will entitle the holder to acquire a unit of one Common Share and one-half of one Warrant at an exercise price of \$0.10 at any time until 5:00 pm (Eastern Standard Time) on the second anniversary of the Closing Date.

## ARTICLE 8– TERMINATION OF PURCHASE OBLIGATION

- 8.1 It is understood that the Agent may waive, in whole or in part, or extend the time for compliance with, any of the terms and conditions of this Agreement without prejudice to its rights in respect of any other of such terms and conditions or any other subsequent breach or non-compliance; provided, however, that to be binding on the Agent any such waiver or extension must be in writing and signed by the Agent. No act of the Agent in offering the Offered Units will constitute a waiver or estoppel against the Agent.
- 8.2 Without limiting any of the foregoing provisions of this Agreement, and in addition to any other remedies which may be available to it, the Agent (on its own behalf and on behalf of the Subscribers) will be entitled, at its option, to terminate and cancel, without any liability, its obligations under this Agreement and those of the Subscribers, by giving written notice to the Corporation at any time through to the Time of Closing if:
- (a) the Agent is not satisfied with the results of its due diligence investigations carried out prior to the Time of Closing;
  - (b) any order or ruling is issued, any inquiry, investigation or other proceeding (whether formal or informal) in relation to the Corporation or any of its directors or officers is made, threatened or announced by any officer or official of any stock exchange, Securities Commission or other Governmental Authority (other than an order based solely upon the activities or alleged activities of the Agent) or any Law is promulgated or changed which operates to prevent or restrict trading in or distribution of the Unit Securities or any other securities of the Corporation;
  - (c) there should develop, occur or come into effect any incident of national or international consequence, any Law or inquiry or any other event, action or occurrence of any nature whatsoever which, in the reasonable opinion of the Agent, materially and adversely affects or may materially and adversely affect the financial markets in Canada generally or the consolidated business, affairs or capital of the Corporation (including on a *pro forma* basis after giving effect to the acquisition of the Salobro project);
  - (d) there should occur any material change or change in a material fact in respect of the Corporation (on a consolidated basis) which, in the reasonable opinion of the Agent, impacts materially and adversely on the marketability of the Unit Securities;
  - (e) the Corporation is in material breach of any term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement becomes, is discovered to be or is materially false, and such material breach or such materially false representation (i) is in the reasonable opinion of the Agent not capable of being cured prior to the Time of Closing, (ii) would, at the Time of Closing, result in the failure of any condition precedent set out in Article 5 hereof, or (iii) has not been rectified to the satisfaction of the Agent

(acting reasonably) within 48 hours of when the Agent provides written notice to the Corporation of the same; or

- (f) if the Agent otherwise determines that the Units cannot be profitably marketed,
- the occurrence or non-occurrence of any of the foregoing events or circumstances to be determined in the sole discretion of the Agent, acting reasonably and in good faith.
- 8.3 The Agent will give prompt notice to the Corporation (in writing or by other means) of the occurrence of any of the events referred to in Section 8.2, provided that neither the giving nor the failure to give such notice will in any way affect the Agent's entitlement to exercise this right at any time through to the Time of Closing.
- 8.4 The Agent's rights of termination contained in this section are in addition to any other rights or remedies it may have in respect of any default, act or failure to act or non-compliance by the Corporation in respect of any of the matters contemplated by this Agreement.
- 8.5 If the obligations of the Agent and the Subscribers are terminated under this Agreement pursuant to the termination rights provided for in Section 8.2, the Corporation's liabilities to the Agent will be limited to the Corporation's obligations under the indemnity, contribution and expense provisions of Articles 9, 10 and 11, respectively, of this Agreement.

#### ARTICLE 9- INDEMNITY

- 9.1 The Corporation covenants and agrees to protect, indemnify, and save harmless the Agent and each of its directors, officers, employees, agents and affiliates and each person, if any, who controls the Agent (individually, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**"), against all losses (other than loss of profits), claims, damages, suits, liabilities, costs, or expenses (collectively, a "**Claim**") caused or incurred, whether directly or indirectly, by reason of:
- (a) the Agent having acted as agent of the Corporation in respect of the Offering;
- (b) any statement (other than a statement relating solely to, and provided by, the Agent) contained in the Corporation's Information Record which, at the time and in the light of the circumstances under which it was made, contains or is alleged to contain a misrepresentation;
- (c) the omission or alleged omission to state in any certificate of the Corporation delivered hereunder or pursuant hereto or in the Corporation's Information Record any material fact (other than a material fact omitted in reliance upon information furnished to the Corporation by or on behalf of the Agent) required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances under which it was made;

- (d) any order made or inquiry, investigation or proceeding commenced or threatened by any Securities Commission or other competent authority based upon any misrepresentation or alleged misrepresentation in the Corporation's Information Record (other than a statement included in reliance upon information furnished to the Corporation by or on behalf of the Agent) which prevents or restricts the trading in the Unit Securities or the distribution of the Unit Securities, in any of the Canadian Offering Jurisdictions;
- (e) the Corporation not complying with any requirement of any Applicable Securities Laws or regulatory requirements (including any private placement filing or other requirement under any of the Applicable Securities Laws) in connection with the Offering; or
- (f) any material breach of any representation or warranty of the Corporation contained herein or the failure of the Corporation to comply with any of its obligations hereunder.

9.2 The Corporation agrees that in case any legal proceeding is brought against the Corporation and the Agent by any Governmental Authority, or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Corporation and the Agent, and any personnel of the Agent are required to testify in connection therewith or to respond to procedures designed to discover information regarding, in connection with, or by reason of, the performance of professional services rendered to the Corporation by the Agent, the Agent will have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by its personnel in connection therewith) and out-of-pocket expenses reasonably incurred by their personnel in connection therewith will be paid by the Corporation as they occur unless caused pursuant to the Indemnified Party having been negligent or dishonest or having committed any fraudulent act in the course of such performance, or having breached applicable laws.

9.3 Promptly after receipt of notice of the commencement of any legal proceeding against any of the Indemnified Parties or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Corporation under this Agreement, the Agent will notify the Corporation in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Corporation, will keep the Corporation advised of the progress thereof and will discuss with the Corporation all significant actions proposed. The omission so to notify the Corporation will not relieve the Corporation of any liability which the Corporation may have to the Indemnified Parties except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Corporation would otherwise have under this indemnity had the Agent not so delayed in giving or failed to give the notice required hereunder.

- 9.4 The Corporation will be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence thereof, provided such defence is conducted by experienced and competent counsel. Upon the Corporation notifying the Agent in writing of its election to assume the defence and retaining counsel, the Corporation will not be liable to the Agent for any legal expenses subsequently incurred by the Agent in connection with such defence. If such defence is assumed by the Corporation, the Corporation throughout the course thereof will provide copies of all relevant documentation to the Agent, will keep the Agent advised of the progress thereof and will discuss with the Agent all significant actions proposed.
- 9.5 Notwithstanding the foregoing paragraph, the Agent will have the right, at the Corporation's expense, to employ one counsel of the Agent's choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the employment of such counsel has been authorized by the Corporation; or (ii) the Corporation has not assumed the defence and employed counsel therefor within 30 days after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Corporation or the Agent has advised that representation of both parties by the same counsel would be inappropriate for any reason, including because there may be legal defences available to the Corporation which are different from or in addition to those available to the Indemnified Parties (in which event and to that extent, the Corporation will not have the right to assume or direct the defence on the Agent's behalf) or that there is a conflict of interest between the Corporation and the Agent or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Agent will not have the right to assume or direct the defence on the Corporation's behalf).
- 9.6 No admission of liability and no settlement of any action, suit, proceeding, claim or investigation will be made without the consent of the Agent or other parties affected (such consent not to be unreasonably withheld or delayed). No admission of liability will be made and the Corporation will not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent (such consent not to be unreasonably withheld or delayed).
- 9.7 The indemnity and contribution obligations of the Corporation will be in addition to any liability which the Corporation may otherwise have, will extend upon the same terms and conditions to all Indemnified Parties and will be binding upon and enure to the benefit of any of the respective successors, assigns, heirs and personal representatives of the Corporation and the Indemnified Parties. The foregoing provisions will survive the completion of professional services rendered under this agreement and the termination of this Agreement.
- 9.8 To the extent that any Indemnified Party is not a party to this Agreement, the Agent will obtain and hold the right and benefit of this section in trust for and on behalf of such Indemnified Party.
- 9.9 The foregoing indemnity will cease to apply in respect of a claim if and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable will

determine that such Claim to which the Indemnified Party may be subject was caused by the negligence, bad faith, fraud, fraudulent misrepresentation or wilful misconduct of the Indemnified Party.

#### **ARTICLE 10- CONTRIBUTION**

- 10.1 If for any reason (other than the Indemnified Party having been negligent or dishonest or having committed any fraudulent act in the course of such performance, or having breached applicable laws) the indemnity provided for in Article 9 is unavailable or insufficient to hold the Indemnified Party harmless, then the Corporation and the Agent shall contribute to the amount paid or payable by the Indemnified Party as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Agent on the other hand but also the relative fault of the Corporation and the Agent, as well as any relevant equitable considerations; provided that, in no event, will the Agent be responsible for any amount in excess of the portion of the Agency Fee actually received by the Agent. In the event that the Corporation may be held to be entitled to contribution from the Agent under the provisions of any statute or law, the Corporation will be limited to contribution from the Agent in an amount not exceeding the lesser of: (i) the portion of the full amount of losses, claims, costs, damages, expenses or liabilities giving rise to such contribution for which the Agent is responsible; and (ii) the amount of the Agency Fee actually received by the subject Agent. Any party entitled to contribution will, promptly after receiving notice of commencement of any Claim, action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this section, notify such party or parties from whom contribution may be sought, but the omission to so notify such party will not relieve the party from whom contribution may be sought from any obligation it may have otherwise under this section, except to the extent that the party from whom contribution may be sought is prejudiced by such omission. The right to contribution provided herein will be in addition and not in derogation of any other right to contribution which the Agent may have by statute or otherwise by law.

#### **ARTICLE 11- EXPENSES**

- 11.1 Whether or not the Offering is completed, the Corporation will be responsible for all expenses incurred from time to time in connection with the Offering, including the Agent's reasonable out-of-pocket expenses, all reasonable fees and disbursements of legal counsel to the Agent (up to a maximum of \$40,000, exclusive of HST and disbursements), and other expenses incidental to the sale, issue or distribution of the Units and all matters in connection with the transactions herein. The Corporation will also be responsible for any exigible HST on the foregoing amounts. The Corporation covenants and agrees to fully reimburse the Agent from time to time for all such reasonable expenses as soon as practical following the receipt by the Corporation of one or more invoices.

## **ARTICLE 12- SURVIVAL OF WARRANTIES AND REPRESENTATIONS**

- 12.1 All warranties and representations of the Agent herein contained will survive the purchase by the Subscribers of the Units and will continue in full force and effect for the benefit of the Corporation until the Survival Limitation Date. All warranties and representations of the Corporation herein contained or contained in documents submitted or required to be submitted pursuant to this Agreement will survive the purchase by the Subscribers of the Units and will continue in full force and effect (with respect to representations and warranties, as to their truth and accuracy as at the Time of Closing) for the benefit of the Agent and the Subscribers until the Survival Limitation Date.

## **ARTICLE 13- ADVERTISEMENTS AND PRESS RELEASES**

- 13.1 The Corporation and the Agent each agree the Corporation will provide to the Agent, in advance, any press release concerning the Offering and the Corporation will give effect to any changes reasonably and timely requested by the Agent. The Corporation will also ensure that any press release concerning the Offering complies with Applicable Securities Law. At the request of the Agent, and to the extent permitted by Law, the Corporation will ensure the Agent is disclosed as the agent for the Offering in any press release relating to the Offering.
- 13.2 At the completion of the Offering, and to the extent permitted by Law, the Agent may, at its sole expense and upon consultation with the Corporation, place advertisements or announcements in any newspapers, periodicals or other publications, or otherwise disclose to third parties, that it acted as agent in connection with the Offering.
- 13.3 No press release will be issued in the United States by the Corporation concerning the Offering during the Offering, and any press release issued by the Corporation concerning the Offering will include the following legends and will comply with Rule 135e under the U.S. Securities Act:

“Not for distribution to United States news wire services or dissemination in the United States;” and

“The securities offered have not been registered under the U.S. Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements. This press release will not constitute an offer to sell or the solicitation of an offer to buy nor will there be any sale of the securities in any State in which such offer, solicitation or sale would be unlawful.”

## **ARTICLE 14- CONFLICT OF INTEREST**

- 14.1 The Corporation: (i) acknowledges and agrees that the Agent has certain statutory obligations as registrants under the Applicable Securities Laws and have fiduciary relationships with its clients; and (ii) consents to the Agent acting hereunder while continuing to act for its respective clients. To the extent that the Agent’s statutory

obligations as registrant under the Applicable Securities Laws or fiduciary relationships with its clients conflict with their obligations hereunder, the Agent will be entitled to fulfil its statutory obligations as registrant under the Applicable Securities Laws and its fiduciary duties to its clients. Nothing in this Agreement will be interpreted to prevent the Agent from fulfilling its statutory obligations as registrant under the Applicable Securities Laws or to satisfy its fiduciary duties to their clients.

#### **ARTICLE 15– GENERAL CONTRACT PROVISIONS**

15.1 Except as expressly provided for in this Agreement, the covenants and agreements of the Corporation contained herein and in the Subscription Agreements which by their nature are required to be completed after the Time of Closing will survive the purchase by the Subscribers of the Units and will continue in full force and effect, regardless of the closing of the sale of the Units and regardless of any investigation which may be carried on by the Agent, or on its behalf. Without limitation of the foregoing, the provisions contained in this Agreement in any way related to the indemnification or the contribution obligations will survive and continue in full force and effect, indefinitely, subject only to the limitation requirements of applicable law.

15.2 Any notice or other communication to be given hereunder will be in writing and will be given by delivery or by facsimile, as follows:

(a) to the Corporation at:

Emerita Resources Corp.  
65 Queen Street West, Suite 800  
Toronto, Ontario  
M5H 2M5

Attention: Michael Timmins, Chief Executive Officer  
Email: Michael.Timmins@troilusgold.com

with a copy (which will not constitute notice) to:

Miller Thomson LLP  
40 King Street West, Suite 5800  
Toronto, Ontario  
M5H 3S1

Attention: Mack Hosseinian  
Email: mhosseinian@millerthomson.com

(b) to the Agent:

Mackie Research Capital Corporation  
199 Bay Street, Suite 4500  
Commerce Court West  
Toronto, Ontario, M5C 1G2

Attention: David Greifenberger  
Email: dgreifenberger@mackieresearch.com

with a copy (which will not constitute notice) to:

McCarthy Tétrault LLP  
66 Wellington Street West, Suite 5300  
TD Bank Tower  
Toronto, Ontario  
Canada M5K 1E6

Attention: Gary Litwack  
Email: glitwack@mccarthy.ca

and if so given, any such notice, direction or other instrument, if delivered personally, will be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument will be deemed to have been given and received on the first Business Day next following such day, and if transmitted by email, will be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted after the end of normal business hours then the notice, direction or other instrument will be deemed to have been given and received on the first Business Day next following the day of such transmission. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address.

- 15.3 This Agreement and the other documents herein referred to constitute the entire agreement between the Agent and the Corporation relating to the subject matter hereof and supersedes all prior agreements between the Agent and the Corporation with respect to their respective rights and obligations in respect of the Offering, including the engagement letter between the Agent and the Corporation dated November 17, 2017 in its entirety.
- 15.4 Time will be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 15.5 The parties hereto covenant and agree to sign such other documents, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every provision of it.
- 15.6 No party to this Agreement may assign this Agreement, any part hereof or its rights hereunder without the prior written consent of the other parties. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 15.7 In the event that any provision or part of this Agreement will be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect. If, in any judicial proceeding, any provision of this

Agreement is found to be so broad as to be unenforceable, it is hereby agreed that such provision shall be interpreted to be only so broad as to be enforceable.

- 15.8 The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. **Les parties reconnaissent avoir expressément demandé que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.**
- 15.9 This Agreement may be executed by any one or more of the parties in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The transmission by facsimile or pdf of a copy of the execution page hereof reflecting the execution of this agreement by any party hereto shall be effective to evidence that party's intention to be bound by this agreement and that party's agreement to the terms, provisions and conditions hereof, all without the necessity of having to produce an original copy of such execution page.

[Execution Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement.

**EMERITA RESOURCES CORP.**

Per: (signed) "Damian Lopez"  
Name: Damian Lopez  
Title: Corporate Secretary

**MACKIE RESEARCH CAPITAL CORPORATION**

Per: (signed) "David Greifenberger"  
Name: David Greifenberger  
Title: Managing Director, Investment Banking

**SCHEDULE "A"**  
**DETAILS OF MINING CLAIMS**

**Salobro Zinc Project**

#	Mineral Right No.	Location	Area (ha)
1.	831.911/1993	Porteirinha (MG)	718.58
2.	831.912/1993	Porteirinha (MG)	491.17

**Plaza Norte Project**

#	Mineral Right No.	Location	Area (ha)
1.	16664	Cantabria	3,600

## SCHEDULE "B"

### DETAILS OF OUTSTANDING CONVERTIBLE SECURITIES

#### Stock Options

Number of Stock Options	Exercise Price	Expiry Date
200,000	At \$0.05	March 1, 2018
4,000,000	At \$0.10	August 29, 2021
150,000	At \$0.10	September 8, 2021
1,150,000	At \$0.10	October 24, 2021
<hr/>		
Total 5,500,000		

#### Warrants

Number of Warrants	Exercise Price	Expiry Date
3,900,000	\$0.10	December 24, 2017
294,000	\$0.10	May 27, 2018
16,350,000	\$0.10	May 20, 2018
Total: 20,544,000		