

FIRST AMENDING AGREEMENT

CAPSTONE COPPER CORP. and CAPSTONE MINING CORP.

as Borrowers

- and -

CANADIAN IMPERIAL BANK OF COMMERCE

as Administrative Agent, Co-Lead Arranger and Joint Bookrunner

- and -

THE BANK OF NOVA SCOTIA

as Co-Lead Arranger, Joint Bookrunner and Syndication Agent

- and -

WELLS FARGO BANK N.A., CANADIAN BRANCH and NATIONAL BANK OF CANADA

as Co-Documentation Agents

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, THE BANK OF NOVA SCOTIA, WELLS FARGO BANK N.A. CANADIAN BRANCH, CITIBANK, N.A., CANADIAN BRANCH, BANK OF MONTREAL, NATIONAL BANK OF CANADA, ING CAPITAL LLC, ROYAL BANK OF CANADA and THE SEVERAL LENDERS FROM TIME TO TIME PARTY THERETO

as Lenders

FOURTH AMENDING AGREEMENT

Dated as of July 22, 2022

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FIRST AMENDING AGREEMENT

THIS AGREEMENT dated as of the 22nd day of July, 2022.

BETWEEN:

CAPSTONE COPPER CORP. and CAPSTONE MINING CORP., each one a corporation existing under the laws of Canada

(herein called the “**Borrowers**”)

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank, in its capacity as administrative agent of the Lenders under the Credit Agreement

(herein called the “**Administrative Agent**”)

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, THE BANK OF NOVA SCOTIA, WELLS FARGO BANK N.A. CANADIAN BRANCH, CITIBANK, N.A., CANADIAN BRANCH, BANK OF MONTREAL, NATIONAL BANK OF CANADA, ING CAPITAL LLC, ROYAL BANK OF CANADA and THE SEVERAL LENDERS FROM TIME TO TIME PARTY THERETO

(herein collectively called the “**Lenders**” and individually called a “**Lender**”)

WHEREAS the Borrowers, the Lenders and the Administrative Agent entered into that certain fourth amended and restated credit agreement dated as of May 12, 2022 (the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to amend certain provisions of the Credit Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

ARTICLE 1 DEFINED TERMS

1.1 Capitalized Terms

All capitalized terms which are used herein without being specifically defined herein shall have the meaning ascribed thereto in the Credit Agreement as amended hereby.

ARTICLE 2 AMENDMENTS

2.1 General Rule

Subject to the terms and conditions herein contained, the Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this agreement and to incorporate the provisions of this agreement into the Credit Agreement.

2.2 Defined Terms

Section 1.1 of the Credit Agreement is hereby amended as follows:

(a) by adding the following definition in alphabetical order:

“**Water Supply Agreement**” has the meaning ascribed thereto in Section 11.1(cc).”

(b) the definition of “**Excluded Assets**” is deleted in its entirety and replaced by the following:

“**Excluded Assets**” means:

- (a) all Investments (including, but not limited to Shares in the Excluded Entities and Indebtedness owing to the Subject Entities by the Excluded Entities which is permitted hereby) in the Excluded Entities owned by any Subject Entity;
- (b) all assets (be they real or personal) of the Excluded Entities and Non-Guarantor Subsidiaries (if applicable);
- (c) the Joint Venture Interests;
- (d) all assets of Capstone Luxembourg other than its cash, accounts receivables, debt instruments (including, without limitation, promissory notes) and bank accounts and any proceeds of the foregoing;
- (e) any moveable assets owned by Mantos Copper S.A. or Mantos Copper Holding SpA consisting of (a) office furniture and office supplies, (b) small size vehicles or out of service trucks with age

exceeding 20 years; and (c) consumable goods, in each case that are not material to the operation of the Mantos Blancos Mine;

- (f) any immovable assets owned by Mantos Copper S.A. or Mantos Copper Holding SpA, of an individual book value less than \$3,000,000 or, in aggregate book value, less than \$10,000,000, in each case that are not material to the operation of the Mantos Blancos Mine; and
 - (g) subject to the provisions of Section 11.2(s), all bank accounts of Mantos Copper S.A. and all bank accounts of Mantos Copper Holding SpA, which, in each case, are domiciled in their entirety in Chile.”
- (c) the definition of “**Mantos Intercreditor Agreement**” is deleted in its entirety and replaced by the following:

““**Mantos Intercreditor Agreement**” means the intercreditor agreement dated as of July 22, 2022 between, inter alia, the Administrative Agent, as first lien creditor, Osisko, as second lien creditor in connection with the Mantos Stream Agreement, Southern Cross, as third lien creditor in connection with the Mantos Royalty Agreement, Mantos Copper S.A., as debtor and Mantos Copper Holding SpA, as share pledgor.”

- (d) the definition of “**New Security Documents**” is deleted in its entirety and replaced by the following:

““**New Security Documents**” means:

- (a) the general security and pledge agreement governed by British Columbia law made as of the date hereof by Capstone Copper in favour of the Administrative Agent evidencing a first ranking registered and perfected security over the Secured Assets of Capstone Copper, including its shares in Capstone Mining;
- (b) the share charge governed by the laws of England made as of the date hereof by Capstone Copper in favour of the Administrative Agent pursuant to which Capstone Copper charges, *inter alia*, all present and future Shares of Mantos Copper (UK) No. 1 Limited;
- (c) the debenture governed by English law made as of the date hereof by Mantos Copper (UK) No. 1 Limited in favour of the Administrative Agent evidencing a first ranking security over the Secured Assets of Mantos Copper (UK) No. 1 Limited;
- (d) the share charge governed by the laws of England made as of the date hereof by Mantos Copper (UK) No. 1 Limited in favour of the Administrative Agent pursuant to which Mantos Copper (UK)

No. 1 Limited charges, *inter alia*, all present and future Shares of Mantos Copper (UK) No. 2 Limited;

- (e) the debenture governed by English law made as of the date hereof by Mantos Copper (UK) No. 2 Limited in favour of the Administrative Agent evidencing a first ranking security over the Secured Assets of Mantos Copper (UK) No. 2 Limited;
- (f) the commercial pledge over shares agreement and promise of commercial pledge over shares agreement (*prenda comercial sobre acciones y promesa de prenda comercial sobre acciones*) governed by the laws of the Republic of Chile subscribed by Mantos Copper (UK) No. 2 Limited in favour of the Administrative Agent, for the benefit of the Finance Parties, pursuant to which Mantos Copper (UK) No. 2 Limited pledges and constitutes prohibitions to lien and dispose of all present and future Shares issued by Mantos Copper Holding SpA;
- (g) the commercial pledge over shares agreement and promise of commercial pledge over shares agreement (*prenda comercial sobre acciones y promesa de prenda comercial sobre acciones*) governed by the laws of the Republic of Chile subscribed by Mantos Copper Holding SpA in favour of the Administrative Agent, for the benefit of the Finance Parties, pursuant to which Mantos Copper Holding SpA pledges and constitutes prohibitions to lien and dispose the present and future Shares issued by Mantos Copper S.A. of its property;
- (h) the pledge without conveyance over assets (*prenda sin desplazamiento sobre activos*) governed by the laws of the Republic of Chile subscribed by Mantos Copper S.A. in favour of the Administrative Agent, for the benefit of the Finance Parties, evidencing a first ranking security over the moveable assets of Mantos Copper S.A., other than the concentrate plant related to Mantos Blancos Mine and the Excluded Assets;
- (i) the pledge without conveyance over assets (*prenda sin desplazamiento sobre activos*) governed by the laws of the Republic of Chile subscribed by Mantos Copper S.A. in favour of the Administrative Agent, for the benefit of the Finance Parties, evidencing a first ranking security over the concentrate plant related to Mantos Blancos Mine (*universalidad de hecho*);
- (j) the pledge without conveyance over minerals (*prenda sin desplazamiento sobre minerales*) governed by the laws of the Republic of Chile made as of the date hereof by Mantos Copper S.A. in favour of the Administrative Agent, for the benefit of the Finance Parties, to pledge and constitutes prohibitions to lien and

dispose of all of the existing and future extracted and/or processed minerals by Mantos Copper S.A.;

- (k) the insurance designation as loss payee or additional insured and mandates (*designación como beneficiario o asegurado adicional de pólizas de seguro y mandatos*), governed by the laws of the Republic of Chile contracted by Mantos Copper S.A. in favour of the Administrative Agent, for the benefit of the Finance Parties, designating the Administrative Agent, for the benefit of the Finance Parties, as loss payee (except with regard to third-party liability insurance) and additional insured under each of the insurance policies governed by Chilean law with regard to their property described in Section 13 Schedule 2 of the Perfection Certificate;
- (l) the subordinated debt commercial pledge agreement and promise of subordinated debt commercial pledge agreement (*prenda comercial de créditos subordinados y promesa de prenda comercial de créditos subordinados*) governed by the laws of the Republic of Chile subscribed by the Borrower in favour of the Administrative Agent, for the benefit of the Finance Parties to pledge and constitutes prohibitions to lien and dispose of the intercompany loan between the Borrower and Mantos Copper Holding SpA described in Section 5 of the Perfection Certificate and any future intercompany loan between the Borrower and Mantos Copper Holding SpA entered into in the future;
- (m) the subordination agreement (*convenio de subordinación*) governed by the laws of the Republic of Chile subscribed by the Borrower in favour of the Administrative Agent, for the benefit of the Finance Parties to subordinate the intercompany loan between the Borrower and Mantos Copper Holding SpA described in Section 5 of the Perfection Certificate;
- (n) the mortgages over real property (*hipotecas sobre bienes raíces*) governed by the laws of the Republic of Chile subscribed by Mantos Copper S.A. in favour of the Administrative Agent, for the benefit of the Finance Parties to mortgage and constitutes prohibitions to lien and dispose of any real property Mantos Copper S.A. may acquire at any time following this date, excluding any mortgage over any Excluded Assets;
- (o) the mortgage over mining concessions agreement (*hipoteca sobre concesiones mineras*) governed by the laws of the Republic of Chile subscribed by Mantos Copper S.A. in favour of the Administrative Agent, for the benefit of the Finance Parties, evidencing a first ranking security over the existing and future

constituted mining concessions owned by Mantos Copper S.A. and related to the Mantos Blancos Mine;

- (p) promise of conditional assignment of contractual position (*promesa de cesión condicional de posición contractual*), governed by the laws of the Republic of Chile made by Mantos Copper S.A. in favour of the Administrative Agent as collateral agent, for the benefit of the Finance Parties to assign its contractual position under the Material Agreements to which Mantos Copper S.A. may be a party in the future;
- (q) promise of irrevocable collection power of attorney (*promesa de mandato irrevocable de cobro*), governed by the laws of the Republic of Chile made by Mantos Copper S.A. in favour of the Administrative Agent, for the benefit of the Finance Parties to collect all of the credits under the Material Agreements to which Mantos Copper S.A. may be a party in the future;
- (r) promise of commercial pledge (*promesa de prenda mercantil*) governed by the laws of the Republic of Chile made by Mantos Copper S.A. in favour of the Administrative Agent, for the benefit of the Finance Parties, to pledge and constitute prohibitions to transfer and encumber the credits in favor of Mantos Copper S.A. under the Material Agreements to which it may be a party in the future;
- (s) a collateral agency agreement governed by the laws of the Republic of Chile entered into among Mantos Copper S.A., Mantos Copper Holding SpA and the Administrative Agent on behalf of the Finance Parties, whereby the Administrative Agent is appointed as collateral agent pursuant to Chilean law; and
- (t) all such confirmations of security and guarantees dated as of the Effective Date with respect to the Security Documents entered into before the Effective Date, entered into by each Obligor party thereto in favour of the Administrative Agent and each other Finance Party, or such other confirmations or undertakings as the Administrative Agent may reasonably require.”

1.2 Affirmative Covenants. Section 11.1 is hereby amended by adding the following sections immediately after Section 11.1(aa):

- “(bb) **Security Documents.** The Obligors shall: (a) complete the filing, registration or notice, as applicable, (i) of each of the New Security Documents under Chilean law as set forth in Schedule Q as required by Applicable Law to create or perfect the Liens evidenced thereby; and (ii) of each of the Security Documents under Mexican law within 90 days after the Effective Date, or such longer period reasonably agreed to by the Administrative Agent;

(b) procure that special Chilean counsel to the Obligors shall provide one bring-down opinion regarding the completion of perfection requirements of the New Security Documents in respect of collateral existing as of the date of signing of the New Security Documents. Notwithstanding the timings set forth in Schedule Q with regard to the registration of pledges without conveyance or mortgages with the competent registrars, such terms can be extended for additional terms of 30 days each, as long as the relevant Obligor has made the filing of the necessary registrations with the competent registrar and continues to make reasonable efforts to obtain such registrations provided that the extended term shall not exceed 120 days; (c) procure that in the case of the primary operating bank account(s) of an Obligor maintained within the United States or, with respect to Mantos Copper Holding SpA, in Chile, as applicable, obtain blocked account agreements or account control agreements, as applicable, from each financial institution (other than Canadian Imperial Bank of Commerce) which maintains such account(s) (i) initially, within 90 days following (x) the Effective Date, or such longer period reasonably agreed to by the Administrative Agent, or, (y) with respect to Mantos Copper Holding SpA, pursuant to Section 11.2(s), the date on which Mantos Copper Holding SpA holds any monies on deposit in excess of \$10,000,000 in any bank account which is domiciled in its entirety in Chile, and (ii) with respect to any such new primary operating bank account opened in the United States or, with respect to Mantos Copper Holding SpA, in Chile, as applicable, after the Effective Date, (x) within 30 days, or such longer period reasonably agreed to by the Administrative Agent, of such Obligor depositing (or causing the deposit of) any funds into such account, and (y) with respect to Mantos Copper Holding SpA, pursuant to Section 11.2(s), within 30 days, or such longer period reasonably agreed to by the Administrative Agent, of Mantos Copper Holding SpA depositing (or causing the deposit of) any funds in excess of \$10,000,000 in any bank account which is domiciled in its entirety in Chile; and (d) procure delivery to the Administrative Agent of the applicable amendments to the Mantos Stream Agreement and the Mantos Royalty Agreement within 30 days after the Effective Date.”

- (cc) **Water Supply Agreement.** Each Borrower shall cause Mantos Copper S.A. to grant security over the water supply contract dated 1 December 2014 (the “**Water Supply Agreement**”) between Aguas de Antofagasta S.A. and Mantos Copper S.A. (formerly called Anglo American Norte S.A.) as amended from time to time in favour of the Administrative Agent as collateral agent pursuant to (i) a conditional assignment of contractual position (*cesión condicional de posición contractual*), governed by the laws of the Republic of Chile made by Mantos Copper S.A. pursuant to which

Mantos Copper S.A. shall assign its contractual position under the Water Supply Agreement in favour of the Administrative Agent, for the benefit of the Finance Parties; (ii) an irrevocable collection power of attorney (*mandato irrevocable de cobro*), governed by the laws of the Republic of Chile made by Mantos Copper S.A. in favour of the Administrative Agent, for the benefit of the Finance Parties to collect all of the credits under the Water Supply Agreement; and (iii) a commercial pledge (*prenda mercantil*) governed by the laws of the Republic of Chile made by Mantos Copper S.A. in favour of the Administrative Agent, for the benefit of the Finance Parties, to pledge the credits under the Water Supply Agreement, in each case no later than 60 days following receipt of the necessary consent from Aguas de Antofagasta S.A, which consent each Borrower shall, and shall cause Mantos Copper S.A. to, procure on a commercially reasonable basis.”

1.3 Restrictive Covenants. Section 11.2 is hereby amended by adding the following Section 11.2(s) immediately after Section 11.2(r):

- (s) “**Mantos Copper Holding SpA.** No Borrower shall suffer or permit Mantos Copper Holding SpA to hold any monies on deposit in excess of \$10,000,000 in any bank account which is domiciled in its entirety in Chile, until such time as Security Documents have been entered into, and the requisite registrations made with respect thereto, in each case to the satisfaction of the Administrative Agent, to ensure such bank accounts are subject to the Security.”

1.4 Conditions Precedent to Effectiveness of Agreement. Section 12.2 is hereby amended as follows:

- (a) by deleting Section 12.2(b) and Section 12.2(c) in their entirety and replacing them with the following Section 12.2(b) and Section 12.2(c):
 - “(b) the Administrative Agent, Osisko, Southern Cross, Mantos Copper S.A. and Mantos Copper Holding SpA shall each have executed and delivered the Mantos Intercreditor Agreement and the required amendments to the security documents delivered in connection with the Mantos Stream Agreement and the Mantos Royalty Agreement;
 - (c) the Administrative Agent has received satisfactory evidence that all indebtedness, obligations and liabilities owed to Glencore Chile SpA by Mantos Copper S.A. has been repaid in full and cancelled and any related security or guarantees granted in connection with such indebtedness has been released and discharged, notwithstanding that any registration required to evidence such release and or cancellation shall be completed as provided in Schedule Q;”

(b) by deleting Section 12.2(e)(i) in its entirety and replacing it with the following:

“(i) an opinion of counsel to each Obligor, addressed to the Finance Parties and their counsel, relating to the status and capacity of such Obligor, the due authorization, execution and delivery and the validity and enforceability of the Credit Documents to which such Obligor is a party in the jurisdiction of incorporation of such Obligor and in the jurisdiction governing the relevant Credit Document, perfection of security (subject to any perfection requirements that shall be completed after the Effective Date as provided in Section 11.1(bb)) or in the case of security under the Existing Credit Agreement, to the extent possible from local counsel, continuing perfection, choice of law and reciprocal enforcement and such other matters as the Lenders may reasonably request;”

(c) by deleting Section 12.2(g) and Section 12.2(h) in their entirety and replacing them with the following:

“(g) the Administrative Agent and its counsel shall be satisfied, acting reasonably, that all necessary approvals, acknowledgements, directions and consents have been given and that all relevant laws have been complied with in respect of all agreements and transactions referred to herein (except that, in respect of the Water Supply Agreement, any such consent required thereunder shall have been obtained in form and substance satisfactory to the Administrative Agent on a commercially reasonable basis after the Effective Date);

(h) all documents and instruments shall have been properly filed for registration and recording in all places which, searches shall have been conducted in all jurisdictions which, and deliveries of all consents (including such material third party consent and acknowledgment agreements from counter-parties to the agreements referenced in Section 11.2(l) which the Administrative Agent may reasonably require) and other material approvals with respect to the Credit Facility and the Security and evidence that all such consents, acknowledgements and approvals remain in full force and effect, approvals, acknowledgements, undertakings (including all subordination and postponement undertakings), directions, negotiable documents of title, ownership certificates and other documents and instruments to the Administrative Agent shall have been made which, in the opinion of the Administrative Agent’s counsel, acting reasonably, are desirable or required to make effective the Security created or intended to be created by the Obligors in favour of the Administrative Agent pursuant to the Security Documents and to ensure the perfection and the intended first-ranking priority of such security (subject to any perfection

requirements that shall be completed after the Effective Date as provided in Section 11.1(bb);”

1.5 Appointment and Authorization of Administrative Agent. Section 14.1 is hereby deleted in its entirety and replaced by the following Section 14.1:

“14.1 Appointment and Authorization of Administrative Agent

Each Finance Party hereby appoints and authorizes, and hereby agrees that it will require any assignee of any of its interests in the Credit Documents (other than the holder of a participation in its interests herein or therein) to appoint and authorize the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under the Credit Documents as are delegated to the Administrative Agent by such Lender by the terms hereof, together with such powers as are reasonably incidental thereto (including its appointment as an agent (*Comisionista*) under the terms of Articles 273 and 274 of the Mexican Commerce Code (*Código de Comercio*) and as agent (*mandatario*) of each of the Finance Parties to appoint on its behalf a collateral agent in Chile (*agente de garantías*) per the terms of Article 18 of Law No. 20,190 of Chile, which could be the Administrative Agent itself, authorizing it to take such actions on its behalf with special authorization to self-contract (*autocontratar*) and to exercise the authorities stated in the applicable collateral agency agreement, together with such actions and powers as are reasonably incidental thereto). Neither the Administrative Agent nor any of its directors, officers, employees or agents shall be liable to any of the Lenders for any action taken or omitted to be taken by it or them thereunder or in connection therewith, except for its own gross negligence or wilful misconduct and each Lender hereby acknowledges that the Administrative Agent is entering into the provisions of this Section 14.1 on its own behalf and as agent and trustee for its directors, officers, employees and agents.”

1.6 Waivers and Amendments. Section 14.14 is hereby amended by deleting Section 14.14(c) in its entirety and replaced by the following Section 14.14(c):

“(c) Notwithstanding Section 14.14(a), without the prior written consent of:

- (i) each Lender, no amendment or waiver shall extend the Maturity Date or the time for the payment of interest on Loans made under the Credit Facility or fees to be paid under the Credit Facility, forgive any portion of principal thereof or reduce the stated rate of interest or fees payable thereon; and
- (ii) the Majority Lenders and each party to the Mantos Intercreditor Agreement, no amendment shall amend any of the financial covenants set forth in Sections 11.1(o), (p) or (q) of this Agreement

nor any definitions referenced in such provisions if, and to the extent, any such contemplated amendment could reasonably be expected to render any such financial covenant more onerous on a Borrower than was such financial covenant prior to the contemplated amendment.”

- 1.7 Schedule Q (Post-Closing Chilean Security Documents Filings, Registration and Notice Deadlines).** A new Schedule Q is hereby added to the Credit Agreement by adding the form of Schedule Q attached hereto immediately after Schedule P in the Credit Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties.

To induce, among others, the Lenders and the Administrative Agent to enter into this agreement, each Borrower hereby represents and warrants to the Lenders and the Administrative Agent that the representations and warranties of the Borrowers which are contained in Section 10.1 of the Credit Agreement, as hereby amended, are true and correct on the date hereof as if made on the date hereof.

ARTICLE 4 CONDITIONS PRECEDENT

- 4.1 Conditions Precedent.** This agreement shall not be effective until the Effective Date has occurred.

ARTICLE 5 MISCELLANEOUS

5.1 Future References to the Credit Agreement

On and after the date of this agreement, each reference in the Credit Agreement to “this agreement”, “hereunder”, “hereof”, or words of like import referring to the Credit Agreement, and each reference in any related document to the “Credit Agreement”, “thereunder”, “thereof”, or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby. The Credit Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

5.2 Governing Law.

This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

5.3 Enurement

This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

5.4 Conflict

If any provision of this agreement is inconsistent or conflicts with any provision of the Credit Agreement, the relevant provision of this agreement shall prevail and be paramount.

5.5 Counterparts

This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement on the date first written above.

CAPSTONE COPPER CORP., as Borrower

By: (signed) – “*signed*”

Name: **[Redacted – Personal Information]**

Title: Senior Vice President & Chief
Financial Officer

CAPSTONE MINING CORP., as Borrower

By: (signed) – “*signed*”

Name: **[Redacted – Personal Information]**

Title: Director

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Administrative Agent**

By: (signed) – “*signed*”

Name: [Redacted – Personal Information]
Title: Managing Director
CIBC Capital Markets

By: (signed) – “*signed*”

Name: [Redacted – Personal Information]
Title: Director

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Lender**

By: (signed) – “*signed*”

Name: [Redacted – Personal Information]
Title: Managing Director
CIBC Capital Markets

By: (signed) – “*signed*”

Name: [Redacted – Personal Information]
Title: Director

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Issuing Lender**

By: (signed) – “*signed*”

Name: [Redacted – Personal Information]
Title: Managing Director
CIBC Capital Markets

By: (signed) – “*signed*”

Name: [Redacted – Personal Information]
Title: Director

THE BANK OF NOVA SCOTIA, as Lender

By: (signed) – “signed”

Name: **[Redacted – Personal Information]**

Title: Managing Director

By: (signed) – “signed”

Name: **[Redacted – Personal Information]**

Title: Associate Director

THE BANK OF NOVA SCOTIA, as Issuing Lender

By: (signed) – “signed”

Name: **[Redacted – Personal Information]**

Title: Managing Director

By: (signed) – “signed”

Name: **[Redacted – Personal Information]**

Title: Associate Director

**WELLS FARGO BANK N.A. CANADIAN
BRANCH, as Lender**

By: (signed) – “signed”

Name: **[Redacted – Personal Information]**

Title: Vice President

Wells Fargo Commercial Banking

By: _____

Name:

Title:

**CITIBANK, N.A., CANADIAN BRANCH, as
Lender**

By: (signed) – “signed”

Name: **[Redacted – Personal Information]**

Title: Authorized Signatory

By: _____

Name:

Title:

BANK OF MONTREAL, as Lender

By: (signed) – “signed”

Name: **[Redacted – Personal Information]**

Title: Director

**NATIONAL BANK OF CANADA, as
Lender**

By: (signed) – “signed”

Name: **[Redacted – Personal Information]**

Title: Director

By: (signed) – “signed”

Name: **[Redacted – Personal Information]**

Title: Managing Director

ING CAPITAL LLC, as Lender

By: (signed) – “*signed*”

Name: **[Redacted – Personal Information]**

Title: Managing Director

By:

Name: **[Redacted – Personal Information]**

Title: Director

ROYAL BANK OF CANADA, as Lender

By: (signed) – “*signed*”

Name: **[Redacted – Personal Information]**

Title: Authorized Signatory

By: _____

Name:

Title:

SCHEDULE Q
POST-CLOSING CHILEAN SECURITY DOCUMENTS FILINGS, REGISTRATION AND NOTICE DEADLINES

<u>No.</u>	<u>Chilean Security Document</u>	<u>Asset/Interest</u>	<u>Actions</u>	<u>Deadlines</u>
1.	Evidence of payment of Glencore's indebtedness and release of security documents	Security granted by Mantos Copper S.A. in relation to its indebtedness to Glencore Chile SpA	<ul style="list-style-type: none"> • Registration of the release of Glencore's commercial pledge over shares in Mantos Copper S.A. with the shareholders registry kept by <i>Depósito Central de Valores S.A. Depósito de Valores</i> ("DCV"). • Registration of the release of Glencore's pledge without conveyances with the <i>Registro de Prendas sin Desplazamiento</i> (the "Pledge Registrar") kept by the <i>Servicio de Registro Civil e Identificación</i> (the "Civil Registry"). • Registration of the release of Glencore's mortgages over mining concessions with the competent Mining Registry. 	<ul style="list-style-type: none"> • Within 7 Banking Days from the execution of the release by public instrument. • Within forty-five (45) days after the execution of the release by public instrument. • Within ninety (90) days after the execution of the release by public instrument.
2.	Pledges without conveyance over assets as <i>the factor universalities</i> (" Asset Pledge ")	Group of assets (<i>universalidad de hecho</i>) comprising the concentrate plants of the Mantos Blancos Mine	<ul style="list-style-type: none"> • Registration of the pledge and prohibition in the Pledge Registrar. • If requested by the Administrative Agent, the execution by Mantos Copper S.A. of a declaration or amendment to the Asset Pledge, granted as public deed, identifying the assets covered under the <i>universitas facti (universalidad de hecho)</i>, declaring they are pledged as provided under the Asset Pledge. 	<ul style="list-style-type: none"> • Within forty-five (45) days after the Effective Date. • Within thirty (30) days following the date of request by the Administrative Agent.

<u>No.</u>	<u>Chilean Security Document</u>	<u>Asset/Interest</u>	<u>Actions</u>	<u>Deadlines</u>
			<ul style="list-style-type: none"> Registration of the declaration deed or amendment deed in the Pledge Registrar . 	<ul style="list-style-type: none"> Within forty-five (45) days after the execution of the declaration deed or amendment deed.
3.	Pledges without conveyance over minerals as <i>the factor universalities</i> (“ Minerals Pledge ”)	Group of assets (<i>universalidad de hecho</i>) comprising the concentrate plants of the Mantos Blancos Mine	<ul style="list-style-type: none"> Registration of the pledge and prohibition in the Pledge Registrar 	<ul style="list-style-type: none"> Within forty-five (45) days after the Effective Date.
4.	Commercial pledge over shares agreement and promise of commercial pledge over shares agreement	Present and future shares in Mantos Copper Holding SpA	<ul style="list-style-type: none"> Delivery of the share certificates evidencing the pledged shares. Annotation in the shareholders’ registry of Mantos Copper Holding SpA. The execution by Mantos Copper (UK) No. 2 Limited of an additional commercial pledge over new existing shares in Mantos Copper Holding SpA, granted as public deed, identifying the new shares that have been issued by Mantos Copper Holding SpA. Delivery of the new share certificates evidencing the pledged shares. Annotation in the shareholders’ registry of Mantos Copper Holding SpA. To be filed at the Companies House in the United Kingdom 	<ul style="list-style-type: none"> On the date of execution of the public deed. Within 7 Banking Days from execution of the public deed. Within thirty (30) days from the date of acquisition of the new shares. On the date of execution of the public deed. Within 7 Banking Days from execution of the public deed. Within 21 days of execution of the public deed.
5.	Commercial pledge over shares agreement and promise of commercial pledge over shares agreement	Present and future shares in Mantos Copper S.A.	<ul style="list-style-type: none"> Delivery of the share certificates evidencing the pledged shares. 	<ul style="list-style-type: none"> On the date of execution of the public deed.

<u>No.</u>	<u>Chilean Security Document</u>	<u>Asset/Interest</u>	<u>Actions</u>	<u>Deadlines</u>
			<ul style="list-style-type: none"> • Annotation in the shareholders' registry of Mantos Copper S.A. kept by the DCV. • The execution by Mantos Copper Holding SpA of an additional commercial pledge over new existing shares in Mantos Copper S.A., granted as public deed, identifying the new shares that have been issued by Mantos Copper S.A. • Delivery of the new share certificates evidencing the pledged shares. • Annotation in the shareholders' registry of Mantos Copper S.A. kept by the DCV 	<ul style="list-style-type: none"> • Within 7 Banking Days from execution of the public deed. • Within thirty (30) days from the date of acquisition of the new shares. • On the date of execution of the public deed. • Within 7 Banking Days from execution of the public deed.
6.	Mortgage over real property	Real estate owned by Mantos Copper S.A.	<ul style="list-style-type: none"> • Registration of the mortgage in the relevant <i>Conservador de Bienes Raíces</i>, both in the <i>Registro de Hipotecas y Gravámenes</i> (the "<u>Mortgage Registry</u>") and in the <i>Registro de Interdicciones y Prohibiciones</i> (the "<u>Prohibitions Registry</u>"). 	<ul style="list-style-type: none"> • Within sixty (60) days as of the future acquisition of a real estate.
7.	Mortgage over mining concessions	All constituted existing and future mining concessions of Mantos Copper S.A. and related to the Mantos Blancos Mine	<ul style="list-style-type: none"> • Registration of the mortgage and prohibitions in the relevant <i>Conservador de Minas</i>, both in the <i>Registro de Hipotecas y Gravámenes de Minas</i> (the "<u>Mining Mortgage Registry</u>") and in the <i>Registro de Interdicciones y Prohibiciones de Minas</i> ("<u>Mining Prohibitions Registry</u>"). • Execution by Mantos Copper S.A. a new mortgage over mining concessions, granted as public deed, granting a new mortgage over mining concessions that have been acquired. 	<ul style="list-style-type: none"> • Within sixty (60) days as of the execution of the public deed. • Within thirty (30) days as of the registration of the concession in the relevant <i>Conservador de Minas</i> (Mining Registrar).

<u>No.</u>	<u>Chilean Security Document</u>	<u>Asset/Interest</u>	<u>Actions</u>	<u>Deadlines</u>
			<ul style="list-style-type: none"> • Registration of the new mortgage over mining concessions in the relevant <i>Conservador de Minas</i>, both in the Mining Mortgage Registry and in the Mining Prohibitions Registry. 	<ul style="list-style-type: none"> • Within sixty (60) days as of the declaration or amendment deed.
8.	Insurance designation as loss payee or additional insured and mandates	Insurance policies contracted by Mantos Copper S.A. governed by Chilean law	<ul style="list-style-type: none"> • Delivery of copies of insurance policies. • Notice to the relevant insurance company which shall amend the relevant insurance policy (to the extent applicable). 	<ul style="list-style-type: none"> • Delivery of copies of insurance policies: <ul style="list-style-type: none"> ○ For existing insurance policies: On the date of execution of the public deed. ○ For new insurance policies contracted by Mantos Copper S.A. in the future: thirty (60) days after the issuance of the insurance policies. • Within forty-five (45) days after the execution of the public deed or from date of contracting the new insurance policy.