

**FORM 62-103F1
REQUIRED DISCLOSURE UNDER
THE EARLY WARNING REQUIREMENTS**

1. Security and Reporting Issuer

- 1.1 *State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.*

This report relates to common shares of AbraPlata Resource Corp. ("**AbraPlata**"). AbraPlata's head office is located at Suite 303, 750 West Pender Street, Vancouver, British Columbia V6C 2T7.

- 1.2 *State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.*

Not applicable. The common shares of AbraPlata ("**AbraPlata Shares**") were acquired pursuant to the SSRM Amending Agreement (as defined below).

2. Identity of the Acquiror

- 2.1 *State the name and address of the acquiror.*

SSR Mining Inc.
Suite 800 – 1055 Dunsmuir Street
P.O. Box 49088
Vancouver, British Columbia V7X 1G4

- 2.2 *State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.*

AbraPlata, SSR Mining Inc. ("**SSR Mining**"), Huayra Minerals Corporation ("**Huayra**") and Fitzcarraldo Ventures Inc. ("**FVI**") entered into a Second Amended and Restated Share Purchase Agreement dated as of March 21, 2017, in respect of the sale by SSR Mining to Huayra of SSR Mining's indirect interests in the the Diablillos and M-18 projects (the "**Sale Agreement**"), as amended by the Second Amending Agreement to the Sale Agreement dated as of September 11, 2019 (the "**SSRM Amending Agreement**").

As consideration for SSR Mining's agreement to amend the Sale Agreement as provided for in the SSRM Amending Agreement, on December 19, 2019, AbraPlata paid to SSR Mining CAD\$200,000 in cash and issued to SSR Mining 24,160,385 AbraPlata Shares concurrently with the closing of the Plan of Arrangement (the "**Arrangement**") between AbraPlata and Aethon Minerals Corporation ("**Aethon**").

For further details of the Arrangement and the SSRM Amending Agreement, please refer to the Management Information Circular of Aethon dated November 12, 2019 in connection with the Arrangement, which is available under Aethon's SEDAR profile at www.sedar.com.

- 2.3 *State the names of any joint actors.*

Not applicable.

3. Interest in Securities of the Reporting Issuer

- 3.1 *State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror's securityholding percentage in the class of securities.*

On December 19, 2019, SSR Mining acquired 24,160,385 AbraPlata Shares upon the terms and conditions of the SSRM Amending Agreement.

Immediately following the acquisition, SSR Mining holds an aggregate of 39,616,989 AbraPlata Shares, representing 17.65% of the issued and outstanding AbraPlata Shares (calculated as of the completion of the Arrangement, including all of the AbraPlata Shares issued in exchange for shares of Aethon pursuant to the Arrangement, but not including any equity securities of AbraPlata issued after the date of the SSRM Amending Agreement but prior to the completion of the Arrangement pursuant to certain financing transactions of AbraPlata).

- 3.2 *State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.*

SSR Mining acquired ownership and control over an aggregate of 24,160,385 AbraPlata Shares.

- 3.3 *If the transaction involved a securities lending arrangement, state that fact.*

Not applicable.

- 3.4 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.*

Immediately prior to the acquisition, SSR Mining held 15,456,604 AbraPlata Shares, representing approximately 12.67% of the issued and outstanding AbraPlata Shares.

Immediately following the acquisition, SSR Mining holds an aggregate of 39,616,989 AbraPlata Shares, representing 17.65% of the issued and outstanding AbraPlata Shares (calculated as of the completion of the Arrangement, including all of the AbraPlata Shares issued in exchange for shares of Aethon pursuant to the Arrangement, but not including any equity securities of AbraPlata issued after the date of the SSRM Amending Agreement but prior to the completion of the Arrangement pursuant to certain financing transactions of AbraPlata).

- 3.5 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which*

- (a) *the acquiror, either alone or together with any joint actors, has ownership and control,*

SSR Mining, alone, has ownership and control of the AbraPlata Shares referred to in Item 3.4 above.

- (b) *the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and*

Not applicable.

- (c) *the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.*

Not applicable.

- 3.6 *If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.*

Not applicable.

- 3.7 *If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.*

Not applicable.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

- 3.8 *If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.*

Not applicable.

4. Consideration Paid

- 4.1 *State the value, in Canadian dollars, of any consideration paid or received per security and in total.*

AbraPlata Shares were acquired by SSR Mining in consideration for SSR Mining's agreement to amend the Sale Agreement pursuant to the terms and conditions of the SSRM Amending Agreement.

- 4.2 *In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.*

See Items 2.2 and 4.1 above.

- 4.3 *If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.*

Not applicable.

5. Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) *the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;*
- (b) *a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;*
- (c) *a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;*
- (d) *a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;*
- (e) *a material change in the present capitalization or dividend policy of the reporting issuer;*
- (f) *a material change in the reporting issuer's business or corporate structure;*
- (g) *a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;*
- (h) *a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;*
- (i) *the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;*
- (j) *a solicitation of proxies from securityholders;*
- (k) *an action similar to any of those enumerated above.*

SSR Mining acquired the AbraPlata Shares for investment purposes and such shares were acquired upon the terms and conditions of the SSRM Amending Agreement. In the future, SSR Mining will evaluate its investment in AbraPlata from time to time and may, based on such evaluation, market conditions and other circumstances, increase or decrease shareholdings through market transactions, private agreements, or otherwise.

6. Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

Not applicable.

7. Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

8. Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

9. Certification

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his or her authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

The certificate must state the following:

I, as the acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Date this 20th day of December, 2019.

SSR MINING INC.

By: (Signed) "Paul Benson"
Name: Paul Benson
Title: President and Chief Executive Officer