

## VOTING AND SUPPORT AGREEMENT

October 9, 2024

Dear Securityholder of Americas Gold and Silver Corporation,

### **Re: Indirect Purchase by Americas Gold and Silver Corporation (“AGSC”) of the outstanding Limited Partner Units of Sprott Mining Idaho Limited Partnership (“Sprott”)**

AGSC, Sprott, Sprott Mining Idaho Management Inc., Sprott Idaho Holdings Inc., Sprott Mining Inc. and Paul Huet are entering into a purchase agreement on the date hereof, as may be amended from time to time (the “**Purchase Agreement**”), providing for, among other things, the indirect acquisition by AGSC of all of the outstanding Limited Partner Units of Sprott (the “**Proposed Transaction**”). Capitalized terms used in this voting and support agreement (this “**Agreement**”) but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned securityholder (the “**Securityholder**” and, together with AGSC, the “**Parties**” and each individually, a “**Party**”), the Securityholder agrees as follows:

#### **1. OWNERSHIP OF SHARES, OPTIONS, UNITS AND WARRANTS**

The Securityholder is the beneficial owner, directly or indirectly, of, or has direction or control over, (i) the number of common shares in the capital of AGSC (“**AGSC Shares**”), if any, (ii) the number of options exercisable for AGSC Shares (the “**Options**”), if any, (iii) the number of deferred share units of AGSC (the “**DSUs**”), if any, and (iv) the number of restricted share units of AGSC (the “**RSUs**”), if any, and (v) the number of warrants exercisable for AGSC Shares (the “**Warrants**”), if any, set forth in the Acceptance by Securityholder (the “**Acceptance**”) at the end of this Agreement.

#### **2. COVENANTS OF THE SECURITYHOLDER**

The Securityholder covenants and agrees that, until the earlier of: (i) the closing of the Proposed Transaction; and (ii) the date this Agreement is terminated in accordance with its terms, the Securityholder shall:

- (a) attend (either in person, electronically, as applicable, or by proxy) any meeting of the securityholders of AGSC, including the Purchaser Shareholder Meeting (including any adjournments and postponements thereof) and, at any such meeting, vote or cause to be voted all of: (i) the AGSC Shares; (ii) any AGSC Shares acquired by or issued to the Securityholder on or following the date hereof (including any AGSC Shares issued upon the exercise of Options, DSUs, Warrants or RSUs); (iii) the Options; (iv) the DSUs; (v) the RSUs, (vi) Warrants and (vii) any Options, DSUs, Warrants or RSUs acquired by or issued to the Securityholder on or following the date hereof, that are beneficially owned by, or over which control or direction is exercised by, the Securityholder and which are entitled to be voted at such meeting (the “**Subject Securities**”) in favour of the Proposed Transaction and all matters related thereto;
- (b) vote or cause to be voted (in person, electronically, as applicable, or by proxy) at any meeting of the securityholders of AGSC, including the Purchaser Shareholder Meeting, any Subject Securities against, or not tender or cause to be tendered any Subject Securities to:

- (i) any corporate transaction, such as a merger, amalgamation, arrangement, rights offering, reorganization, recapitalization, or liquidation or take-over bid or similar transaction involving AGSC or the AGSC Shares other than the Proposed Transaction and any transaction related thereto;
  - (ii) a sale or transfer of a material amount of assets of AGSC, or the issuance of any securities of AGSC (other than pursuant to the exercise of Options, DSUs, Warrants or RSUs in the ordinary course or other than contemplated by the Proposed Transaction);
  - (iii) any action that is reasonably likely to impede, interfere with, delay, postpone, hinder, prevent or adversely affect in any material respect the Proposed Transaction; or
  - (iv) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of AGSC in the Purchase Agreement.
- (c) upon the request or direction of AGSC, execute or cause to be executed a proxy in respect of any resolution referred to in Section 2(b), and have all of the Subject Securities counted or not counted (as directed by AGSC) as part of a quorum in connection with any meeting of securityholders of AGSC, including the Purchaser Shareholder Meeting, relating to matters set forth in Section 2(b);
- (d) for greater certainty, in connection with any matter referred to in Section 2(b), consult with AGSC prior to exercising or causing to be exercised any voting rights attached to the Subject Securities and exercise or procure the exercise of such voting rights as AGSC shall instruct in accordance with the terms hereof, including the delivery to AGSC, upon its request or direction, of a proxy in respect of any such meeting or resolution;
- (e) not, without the prior written consent of AGSC, sell, transfer, assign, pledge, encumber or otherwise dispose of, or enter into any agreement or understanding relating to the sale, transfer, assignment, pledge, encumbrance or other disposition of, the Subject Securities or any interest therein (other than as contemplated herein), provided, however, that nothing contained herein shall prohibit the Securityholder from exercising or causing to be exercised any Options, DSUs, Warrants or RSUs for AGSC Shares (it being understood and agreed that such securities will be voted in accordance with Sections 2(a) and 2(b));
- (f) not, except as required pursuant to this Agreement, grant or agree to grant or cause to be granted any proxy or other right to vote the Subject Securities or enter into any voting trust or pooling agreement or arrangement or enter into or subject any of the Subject Securities to any other agreement, arrangement, understanding or commitment, formal or informal, with respect to or relating to the voting or tendering thereof or revoke or cause to be revoked any proxy granted pursuant to this Agreement;
- (g) not exercise or cause to be exercised any rights of dissent or appraisal in respect of any resolution approving the Proposed Transaction or any aspect thereof or matter related thereto, and not exercise or cause to be exercised any other securityholder rights or remedies available at common law or pursuant to applicable corporate or securities law or other legislation and not take any action that is reasonably likely to in any manner impede, interfere with, delay, postpone, hinder, prevent or challenge the Proposed Transaction;

- (h) not requisition or join in the requisition of any meeting of any of the securityholders of AGSC for the purpose of considering any resolution; and
- (i) promptly notify AGSC upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect prior to the termination of this Agreement.

### **3. DEPOSIT OF PROXY**

The Securityholder hereby covenants and agrees in favour of AGSC that (i) no later than 10 days prior to the date of the Purchaser Shareholder Meeting, the Securityholder shall duly complete or cause to be duly completed forms of proxy or voting instruction forms, as applicable, in respect of all of the Subject Securities to be validly delivered to AGSC (or as otherwise directed on such forms) to cause the Subject Securities to be voted in favour of the Proposed Transaction, and (ii) such forms of proxy or voting instruction forms, as applicable, shall not be revoked or withdrawn, unless prior written consent from AGSC has been obtained or this Agreement is terminated pursuant to Section 7.1.

### **4. REPRESENTATIONS AND WARRANTIES OF THE SECURITYHOLDER**

The Securityholder hereby represents and warrants to AGSC as follows and acknowledges that AGSC is relying on such representations and warranties in connection with entering into this Agreement and the Proposed Transaction:

- (a) the Securityholder is the sole beneficial owner of, or the sole person exercising control or direction over, the AGSC Shares, Options, DSUs, Warrants and RSUs, with valid and marketable title thereto, free and clear of all claims, liens, charges, encumbrances and security interests other than those arising by operation of statute and no person has any agreement, option, or any right or privilege capable of becoming an agreement or option, for the purchase, acquisition or transfer of the AGSC Shares, Options, DSUs, Warrants and RSUs from the Securityholder or any interest therein or right thereto, except pursuant to the Proposed Transaction;
- (b) (i) the only securities of AGSC beneficially owned, directly or indirectly, or over which control or direction is exercised by the Securityholder are those listed in the Acceptance at the end of this Agreement, and (ii) the Securityholder has no other agreement, options, warrants or securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, securities of AGSC or any right or privilege capable of becoming an agreement or option, for the purchase or acquisition by the Securityholder or transfer to the Securityholder of additional securities of AGSC or any interest therein;
- (c) the Securityholder has the sole right to dispose of or transfer (or cause to be disposed of or transferred) all of its AGSC Shares and Options, DSUs, Warrants and RSUs (subject to the express terms of AGSC's Option and share-based incentive plans and of any document evidencing the grant of the Options, DSUs, Warrants and RSUs) now held, and will have the right to dispose of or transfer (or cause to be disposed of or transferred) all AGSC Shares and Options, DSUs, Warrants and RSUs (subject to the express terms of AGSC's Option and share-based incentive plans and of any document evidencing the grant of the Options, DSUs, Warrants and RSUs) hereafter acquired by it;

- (d) the Securityholder has the sole right to vote (or cause to be voted) all of the Subject Securities now held and will have the sole right to vote (or cause to be voted) all Subject Securities hereafter acquired by the Securityholder;
- (e) this Agreement has been duly executed and delivered and is a valid and binding agreement, enforceable against the Securityholder in accordance with its terms, and the performance by the Securityholder of its obligations hereunder will not constitute a violation or breach of or default under, or conflict with (i) any contract, commitment, agreement, understanding or arrangement of any kind to which the Securityholder will be a party and by which the Securityholder will be bound at the time of such consummation, or (ii) any applicable Laws; and
- (f) the Securityholder has received a substantially final draft of the Purchase Agreement dated October 9, 2024, and has read and fully understands such draft of the Purchase Agreement and the transactions contemplated thereby. The Securityholder acknowledges and agrees that the Securityholder has had the opportunity to seek independent legal advice with respect to this Agreement, the Purchase Agreement and the transactions contemplated hereby and thereby, and that any failure on the Securityholder's part to seek independent legal advice shall not affect (and the Securityholder shall not assert that it affects) the validity, enforceability or effect of this Agreement or the Purchase Agreement.

## **5. REPRESENTATIONS AND WARRANTIES OF AGSC**

AGSC hereby represents and warrants to the Securityholder that (a) the execution and delivery of this Agreement by AGSC and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of AGSC, (b) this Agreement is a valid and binding agreement, enforceable against AGSC in accordance with its terms, and (c) the performance by AGSC of its obligations hereunder will not constitute a violation or breach of or default under, or conflict with (i) any contract, commitment, agreement, understanding or arrangement of any kind to which AGSC will be a party and by which AGSC will be bound at the time of such consummation or performance, as the case may be, or (ii) any applicable Laws, and AGSC acknowledges that the Securityholder is relying on such representations and warranties in connection with entering into this Agreement.

## **6. SECURITYHOLDER CAPACITY**

AGSC hereby acknowledges that the Securityholder is entering into this Agreement only in its capacity as the beneficial owner of the Subject Securities and that, if applicable, nothing in this Agreement shall in any way restrict, limit or prohibit the Securityholder from taking any action in their capacity as director or officer of AGSC that is necessary for him or her to comply with their fiduciary duties as a director or officer of AGSC under applicable Law or that is permitted by the Purchase Agreement and any such action by the Securityholder shall not constitute a violation of this Agreement.

## **7. TERMINATION**

7.1 The obligations of the Securityholder and AGSC under this Agreement shall automatically terminate upon the closing of the Proposed Transaction. The obligations of the Securityholder and AGSC under this Agreement:

- (a) may also be terminated at any time by mutual consent in writing of AGSC and the Securityholder; or

- (b) unless extended by mutual agreement of the Parties, shall also be terminated automatically upon the Purchase Agreement being terminated in accordance with its terms.

7.2 Except as otherwise stated herein, if this Agreement is terminated as provided in Section 7.1, this Agreement shall forthwith become void and of no further force or effect and there shall be no liability on the part of any Party to the other except that the provisions of Section 7.2, 9, 10, 13, 14, 15, 16, and 17 will survive any termination hereof pursuant to Section 7.1, provided that the foregoing shall not relieve any Party from any liability for any breach of this Agreement arising prior to such termination.

## **8. AMENDMENT**

Except as expressly set forth herein, this Agreement shall not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the Parties.

## **9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement.

## **10. ASSIGNMENT**

No Party may assign any of their rights or obligations under this Agreement without the prior written consent of the other Party.

## **11. SUCCESSORS; NO THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon, enure to the benefit of and be enforceable by, the Parties and their respective executors, administrators, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties or their respective executors, administrators, successors or permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

## **12. TIME OF THE ESSENCE**

Time is of the essence of this Agreement.

## **13. UNENFORCEABLE TERMS**

If any provision of this Agreement or the application thereof to any Party or circumstance is invalid or unenforceable to any extent then the remainder of this Agreement or application of such provision to any other Party or circumstance (other than those to which it is held invalid or unenforceable) is not affected thereby and each remaining provision of this Agreement is valid and is enforceable to the fullest extent permitted by Law.

## **14. APPLICABLE LAW**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to

any conflicts of law provisions, and each of the Parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

- (b) The Parties waive the application of any rule of Law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party that (or counsel of which) prepared the executed agreement or any earlier draft of the same.

## 15. NOTICE

Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if delivered:

- (a) in the case of the Securityholder, to the address appearing on the Acceptance at the end of this Agreement; and
- (b) in the case of AGSC:

Americas Gold and Silver Corporation  
145 King Street West, Suite 2870  
Toronto, Ontario, Canada  
M5H 1J8

Attention: Darren Blasutti, President and CEO; Peter McRae SVP  
Corporate Affairs & CLO  
E-mail: [REDACTED – contact information]

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

Torys LLP  
79 Wellington St. West  
Suite 3000, P.O. Box 270, TD Centre  
Toronto, ON M5K 1N2

Attention: Braden Jebson  
Email: [bjebson@torys.com](mailto:bjebson@torys.com)

or to such other address as the Party to which such notice or other communication is to be given has last notified the Party giving the same in the manner provided in this Section 15. Any notice or other communication given or made is deemed to have been duly given or made as at the date delivered or sent if delivered personally or sent by e-mail transmission at the address for service provided herein during normal business hours on a Business Day, or otherwise on the next Business Day.

## 16. ENFORCEMENT

The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties are entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, on a non-exclusive basis, in any court of the Province of Ontario having jurisdiction, this being in addition to any other remedy to which such Party is entitled at law or in equity.

**17. EXPENSES**

The Parties agree to pay their own respective expenses incurred in connection with this Agreement.

**18. FURTHER ASSURANCES**

Each of the Securityholder and AGSC will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other Party may reasonably require (at the requesting Party's cost) to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

**19. DISCLOSURE**

19.1 The Parties consent to the disclosure of the substance of this Agreement in any press release required by applicable Laws or any circular relating to the Purchaser Shareholder Meeting and to the filing of this Agreement as may be required pursuant to applicable Laws.

19.2 A copy of this Agreement may be provided to the directors of AGSC, Sprott, Sprott Mining Idaho Management Inc., Sprott Idaho Holdings Inc., Sprott Mining Inc. and/or Paul Huet.

**20. COUNTERPART EXECUTION**

This Agreement may be signed by any electronic means and in counterparts, which, together, are deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by any electronic means.

*[Remainder of page intentionally left blank]*

**AMERICAS GOLD AND SILVER  
CORPORATION**

By: “Darren Blasutti”  
Name: Darren Blasutti  
Title: President and CEO

**Acceptance by Securityholder**

The foregoing is hereby accepted as of and with effect from the 9<sup>th</sup> day of October, 2024 and the undersigned hereby confirms that the undersigned beneficially owns, directly or indirectly, or has control or direction over the AGSC Shares, Options, DSUs, RSUs and Warrants indicated below:

\_\_\_\_\_ 1,829,456 AGSC Shares

\_\_\_\_\_ Options

\_\_\_\_\_ DSUs

\_\_\_\_\_ RSUs

\_\_\_\_\_ Warrants

\_\_\_\_\_

Signature of Witness

*“Matthew Zabloski”*

Matthew Zabloski, Managing Director

\_\_\_\_\_  
Signature of Securityholder or, if not an individual, authorized signatory of the Securityholder

DELBROOK RESOURCE OPPORTUNITIES FUND

By its investment manager,

DELBROOK CAPITAL ADVISORS INC.

\_\_\_\_\_

Name of Witness  
(Please print)

\_\_\_\_\_  
Name of Securityholder  
(Please print)

Address:

\_\_\_\_\_  
[REDACTED – contact information]

\_\_\_\_\_  
E-mail:

\_\_\_\_\_  
[REDACTED – contact information]