

CERRO GRANDE MINING CORPORATION

1 King Street West, Suite 4009
Toronto, Ontario, M5H 1A1

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN THAT the special meeting (the “**Meeting**”) of shareholders (the “**Shareholders**”) of Cerro Grande Mining Corporation (the “**Company**”) will be held at the offices of Cerro Grande Mining Corporation, Santa Maria 2224, Providencia, Santiago, Chile on Tuesday, November 10, 2020 at 4:00 p.m., (Santiago time) for the following purposes:

1. to consider and, and if deemed advisable, to pass an ordinary resolution (after excluding the votes cast by persons whose votes may not be included in determining minority approval pursuant to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*) to approve the Company causing its Chilean subsidiary, Minera Til Til SpA, to enter into the Asset Purchase Agreement and Contract Assignment (Contrato De Compraventa De Activos y Cesión de Contrato) with Minera Tamidak Limitada and to complete the transactions contemplated pursuant thereto, all as further set out in the accompanying management information circular (the “**Circular**”); and
2. to transact such other business as may properly come before the Meeting, or any adjournment or postponement thereof.

The specific details of the matters to be put before the Meeting as identified above are set forth in the Circular accompanying this Notice. This Notice and the accompanying Circular have been sent to each director of the Company, each shareholder of the Company entitled to notice of the Meeting and the auditors of the Company.

Shareholders, including those who are able to attend the Meeting in person, are requested to sign and return the enclosed form of proxy to Computershare Investor Services Inc., 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 so as to arrive no later than 2:00 p.m. (Toronto time) on or before November 6, 2020, or the second business day preceding the date of any adjournment(s) or postponement(s) of the Meeting. Notwithstanding the foregoing, the Chair of the Meeting has the sole discretion to accept proxies received after such deadline but is under no obligation to do so.

SPECIAL MEASURES IN RESPONSE TO THE CURRENT COVID-19 (CORONAVIRUS) OUTBREAK

While as of the date of this Notice and accompanying Circular, the Company intends to hold the Meeting in physical in-person format, it is continuously monitoring the COVID-19 outbreak. In light of the rapidly evolving news and guidelines related to COVID-19, the Company asks that, in considering whether to attend the Meeting in person, shareholders follow, among other things, the instructions of local public health authorities in Santiago, Chile and any other government issued instructions, including those instructions available at <https://www.minsal.cl/wp-content/uploads/2020/04/Recomendaciones-de-actuacion-en-lugares-de-trabajo.pdf>. Shareholders should not attend the Meeting in person if you are experiencing any cold or flu-like symptoms, or if they or someone with whom they have been in close contact has travelled to/from outside of Chile within the 14 days prior to the Meeting. All shareholders are strongly encouraged to vote prior to the Meeting by any of the means described in the Circular.

The Company reserves the right to take any additional precautionary measures it deems appropriate in relation to the Meeting in response to further developments in respect of the COVID-19 outbreak including, if considered necessary or advisable, providing a virtual webcast version of the Meeting and/or hosting the Meeting solely by means of remote communication, placing restrictions on in-person attendance, or postponing or adjourning the Meeting.

Changes to the Meeting date and/or means of holding the Meeting may be announced by way of press release. Please monitor the Company press releases as well as the Company website at www.cegmining.com for updated information. If applicable and as appropriate, the Company will provide required information on the logistical details of a virtual or hybrid Meeting including how a shareholder can remotely access, participate in and vote at a Meeting. An amended Circular will not be mailed out in the event of changes to the Meeting format.

DATED the 9th day of October, 2020.

BY ORDER OF THE BOARD OF DIRECTORS

“Stephen W. Houghton” (signed)

Stephen W. Houghton
Chief Executive Officer

CERRO GRANDE MINING CORPORATION
1 King Street West, Suite 4009
Toronto, Ontario, M5H 1A1

MANAGEMENT INFORMATION CIRCULAR

SOLICITATION OF PROXIES

The information contained in this management information circular (the “Circular”), which is dated October 9, 2020 is furnished in connection with the solicitation of proxies to be used at the special meeting of the shareholders of Cerro Grande Mining Corporation (the “Company” or “CEG”) to be held at the offices of Cerro Grande Mining Corporation, Santa Maria 2224, Providencia, Santiago, Chile, at 4:00 p.m. (Chilean time) on November 10, 2020 (the “Meeting”) for the purposes set forth in the notice of meeting (the “Notice of Meeting”) accompanying this Circular and at any adjournment(s) or postponement(s) thereof. It is expected that the solicitation will be made primarily by mail but proxies may also be solicited personally by directors, officers or employees of the Company. The costs of the solicitation of proxies will be at the Company’s expense. **The solicitation of proxies by this Circular is being made by or on behalf of the management of the Company.**

SPECIAL MEASURES IN RESPONSE TO THE CURRENT COVID-19 (CORONAVIRUS) OUTBREAK

While as of the date of this Circular, the Company intends to hold the Meeting in physical in-person format, it is continuously monitoring the COVID-19 outbreak. In light of the rapidly evolving news and guidelines related to COVID-19, the Company asks that, in considering whether to attend the Meeting in person, shareholders follow, among other things, the instructions of local public health authorities in Santiago, Chile and any other government issued instructions, including those instructions available at <https://www.minsal.cl/wp-content/uploads/2020/04/Recomendaciones-de-actuacion-en-lugares-de-trabajo.pdf>. Shareholders should not attend the Meeting in person if you are experiencing any cold or flu-like symptoms, or if they or someone with whom they have been in close contact has travelled to/from outside of Chile within the 14 days prior to the Meeting. All shareholders are strongly encouraged to vote prior to the Meeting by any of the means described in the Circular.

The Company reserves the right to take any additional precautionary measures it deems appropriate in relation to the Meeting in response to further developments in respect of the COVID-19 outbreak including, if considered necessary or advisable, providing a virtual webcast version of the Meeting and/or hosting the Meeting solely by means of remote communication, placing restrictions on in-person attendance, or postponing or adjourning the Meeting.

Changes to the Meeting date and/or means of holding the Meeting may be announced by way of press release. Please monitor the Company press releases as well as the Company website at www.cegmining.com for updated information. If applicable and as appropriate, the Company will provide required information on the logistical details of a virtual or hybrid Meeting including how a shareholder can remotely access, participate in and vote at a Meeting. An amended Circular will not be mailed out in the event of changes to the Meeting format.

APPOINTMENT AND REVOCATION OF PROXIES

A form of proxy is enclosed and, if it is not your intention to be present in person at the Meeting, you are asked to complete and return the form of proxy in the envelope provided. The proxy must be executed by the shareholder or the attorney of such shareholder, duly authorized in writing. Proxies to be used at the Meeting must be deposited with Computershare Investor Services Inc., 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 so as to arrive no later than 2:00 p.m. (Toronto time) on the second business day preceding the date of the Meeting or the date of any adjournment(s) or postponement(s) thereof.

The persons named in the enclosed form of proxy accompanying this Circular are directors and/or officers of the Company. **A shareholder of the Company has the right to appoint a person or company other than the persons specified in such form of proxy and who need not be a shareholder of the**

Company to attend and act for him or her and on his or her behalf at the Meeting. Such right may be exercised by striking out the names of the persons specified in the form of proxy, inserting the name of the person or company to be appointed in the blank space provided in the form of proxy, signing the form of proxy and returning it in the reply envelope in the manner set forth in the accompanying Notice of Meeting.

In accordance with section 148(4) of the *Canada Business Corporations Act* (the “**CBCA**”) a shareholder who has given a proxy may revoke it at any time to the extent that it has not been exercised. A proxy may be revoked by an instrument in writing, including another completed form of proxy, executed by the shareholder or the shareholder’s attorney authorized in writing, deposited at the registered office of the Company, or at the offices of Computershare Investor Services Inc., 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1, no later than 2:00 p.m. (Toronto time) on the last business day preceding the date of the Meeting, or any adjournment(s) or postponement(s) thereof. Notwithstanding the foregoing, the Chair of the Meeting has the sole discretion to accept proxies received after such deadline but is under no obligation to do so.

VOTING OF SHARES REPRESENTED BY MANAGEMENT PROXIES

The persons named in the enclosed form of proxy will vote or withhold from voting the common shares of the Company (each, a “**Common Share**”) in respect of which they are appointed by proxy on any ballot that may be called for in accordance with the instructions thereon, and, if the securityholder specifies a choice with respect to any matter to be acted upon, the applicable Common Shares will be voted accordingly. **In the absence of such specifications, such Common Shares will be voted in favour of the matters referred to herein.**

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments to or variations of matters identified in the Notice of Meeting and with respect to other matters, if any, which may properly come before the Meeting. At the date of this Circular, the management of the Company knows of no such amendments, variations, or other matters to come before the Meeting. However, if any other matters which are not known to management should properly come before the Meeting, the proxy will be voted on such matters in accordance with the best judgment of the named proxy.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

As of the close of business on the date hereof the Company had outstanding 339,390,784 Common Shares, each carrying one vote. Each holder of a Common Share of record at the close of business on October 9, 2020 the record date established for notice of and voting at the Meeting, will, unless otherwise specified herein, be entitled to one vote for each Common Share held by such holder on the matters proposed to come before the Meeting.

As of the date hereof, to the knowledge of the directors or executive officers of the Company, no person beneficially owns, or controls or directs, directly or indirectly, more than 10.00% of the issued and outstanding Common Shares, except (i) Mario Hernandez, a director and the Executive Vice President, Claims and Land Management of the Company, who beneficially owns, or controls or directs, directly or indirectly, 132,384,709 Common Shares, representing approximately 39.02% of the outstanding Common Shares as at the date hereof; (ii) David R.S. Thomson, a director and the Executive Vice President, Exploration of the Company, who beneficially owns, or controls or directs, directly or indirectly, 44,063,005 Common Shares, representing approximately 12.98% of the outstanding Common Shares as at the date hereof; (iii) Ian Thomson, who beneficially owns, or controls or directs, directly or indirectly, 47,803,595 Common Shares, representing approximately 14.09% of the outstanding Common Shares as at the date hereof; and (iv) Matthew Thomson, who beneficially owns, or controls or directs, directly or indirectly, 47,803,595 Common Shares, representing approximately 14.09% of the outstanding Common Shares as at the date hereof.

CURRENCY

Any references to “CDN\$” and US\$ in this Circular are references to the lawful currencies of Canada and the United States of America, respectively. All amounts converted from Chilean pesos to CDN\$ in this Circular are based on the nominal exchange rate of the Chilean peso to the Canadian dollar determined on October 8, 2020 as published by the Central Bank of Chile.

BUSINESS OF THE MEETING

Approval for Minera Til Til SpA, the Company’s Chilean subsidiary, to enter into the Asset Purchase Agreement and Contract Assignment

On July 15, 2020, the Company entered into a non-binding letter of intent (the “**LOI**”) with Minera Tamidak Limitada (“**Tamidak**”), a private Chilean company owned by David Thomson and his family, pursuant to which, and subject to the conditions set forth therein, its wholly-owned Chilean subsidiary, Minera Til Til SpA (“**SubCo**”) would acquire from Tamidak certain of its assets, rights and obligations relating to the Pimentón Copper Gold Mining Project (the “**Pimentón Project**”) located in Chile. The sole partners of Tamidak are David Thomson, a director of the Company, and his sons, Ian and Matthew Thomson, each of whom beneficially owns, directs or controls, directly or indirectly, approximately 12.98%, 14.09% and 14.09% of the Common Shares, respectively. See “*Voting Securities and Principal Holders thereof*”.

The Pimentón Project which covers 3,121 hectares is located approximately 120 kilometers northeast of Santiago, the capital of Chile, in the Andes mountains, and hosts the Company’s former Pimentón gold mine which closed down in May 2017, and was subsequently forfeited to the liquidator when the Company’s former subsidiary Compañía Minera Pimentón entered into voluntary bankruptcy proceedings in June 2017. Tamidak acquired the Pimentón Project in those bankruptcy proceedings on June 25, 2018.

Following Tamidak’s acquisition, Tamidak began the process of identifying and seeking interest from mining companies in Chile and elsewhere that had the interest, expertise, in-country experience, reputation and financial means to develop the Pimentón Project. This process led to the identification of and eventual introduction to First Quantum Minerals Ltd. which had been at the top of Tamidak’s list of potential candidates, and resulted in Tamidak entering into, a term sheet with FQM Exploration (Chile) S.A. (“**FQM**”), a Chilean subsidiary of First Quantum Minerals Ltd., providing for, among other things, the option to enter into an exploration agreement among the parties with respect to the Pimentón Project. Negotiations ensued, and on or about April 27, 2020, Tamidak and FQM entered into the Exploration and Option to Joint Venture Agreement (the “**FQM Agreement**”).

In summary, the FQM Agreement provides that:

- (a) during the 12-month period following execution of the FQM Agreement (extensible up to 18 months), subject to permitting, FQM will proceed with a 3D deep penetrating geophysical survey, upon the completion of which FQM will have the right to continue to earn a 49% equity interest in a joint venture company (the “**JV Company**”) to be incorporated by the parties;
- (b) after the completion of the 3D survey, FQM will, among other things and subject to certain conditions (including termination rights), (i) work towards completing a resource report concerning the Pimentón properties in accordance with reporting standards set out in National Instrument 43-101 - *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators; and (ii) complete an in-house feasibility study sufficient to lead to a decision to mine, in each case at the expense of FQM. If such 43-101 report is timely completed and other conditions are met, FQM may elect to form the JV Company (49% FQM and 51% Tamidak) upon payment to Tamidak of US\$5 million. If FQM timely completes such feasibility study, and upon payment to Tamidak of an additional US\$5 million, FQM will increase its equity interest in the JV Company to up to 70% (70% FQM and 30% Tamidak).
- (c) If a Decision to Mine, as such concept is defined in the FQM Agreement is made, Tamidak may elect to request that FQM fund its capital contributions until commercial production of the mine has started, through a loan to Tamidak, diluting Tamidak’s participation in the JV Company to 25% and providing FQM

with an extra 5% interest (75% FQM and 25% Tamidak). In addition, FQM will finance any additional capital contributions for the mine for a further 7 years after commercial production is achieved.

(d) Tamidak has the right to resume the exploitation of the existing Pimentón mine subject to the terms described in the FQM Agreement.

Subsequent to the date of the FQM Agreement, the Company began formal negotiations with Tamidak to acquire from Tamidak the mining concessions and other assets covering the Pimentón Project as well as Tamidak's rights and obligations under the FQM Agreement. These negotiations resulted in the Company and Tamidak entering into the LOI. Pursuant to the terms of the LOI, the parties agreed to negotiate the terms of a substantially execution-ready form of Asset Purchase Agreement and Contract Assignment (Contrato De Compraventa De Activos y Cesión de Contrato) to be governed by the laws of Chile (the "APA"), whereby SubCo would acquire from Tamidak the mining concessions and other assets covering the Pimentón Project as well as Tamidak's rights and obligations under the FQM Agreement.

In accordance with the LOI and as required by the laws of Chile, the parties agreed that the APA would only be entered into if the shareholders of the Company effectively approved the transactions contemplated by the APA, and all other conditions set forth in the LOI were met. On or about September 15, 2020, the Company and Tamidak agreed on the form of APA, including the final purchase price payable thereunder. The Board of Directors unanimously approved the terms of the LOI and the negotiation of the APA, including final determination of the final purchase price thereunder, with Mr. David Thomson, having declared his interest, abstaining from voting.

In the event the resolution approving the Company causing SubCo to enter into the APA and the completion of the transactions contemplated by the APA receives the requisite approval of shareholders and the APA is subsequently entered into, the total purchase price (the "**Purchase Price**") payable thereunder by the Company for SubCo's acquisition of Tamidak's assets relating to the Pimentón Project and the assignment of the rights and obligations of Tamidak under the FQM Agreement to SubCo will amount to \$3,900,000,000 Chilean pesos (approximately CDN\$6,510,416), will not be subject to adjustment, and will be payable in three equal installments as follows:

- (i) \$1,300,000,000 Chilean pesos (approximately CDN\$2,170,138) upon execution of the APA (the "**Execution Date**"), payable in Common Shares at a price per share equal to the greater of (A) the simple average of the closing price per Common Share on the Canadian Securities Exchange ("**CSE**") for the 10 consecutive trading days ending on the date immediately prior to the date of the Execution Date; and (B) CDN\$0.05 per Common Share (or such other minimum price per share as may be in effect pursuant to the policies and rules of the CSE at the relevant time);
- (ii) \$1,300,000,000 Chilean pesos (approximately CDN\$2,170,138) on the date that is not more than 18 months following the Execution Date, payable in cash or its equivalent in Common Shares, as Tamidak may elect in its sole and absolute discretion, at a price per Common Share equal to the greater of (A) the simple average of the closing price per Common Share on the CSE for the 10 consecutive trading days ending on the date immediately prior to such payment being made; and (B) CDN\$0.05 per Common Share (or such other minimum price per share as may be in effect pursuant to the policies and rules of the CSE at the relevant time); and
- (iii) \$1,300,000,000 Chilean pesos (approximately CDN\$2,170,138) on the date that is not more than 36 months following the Execution Date, payable in cash or its equivalent in Common Shares, as Tamidak may elect in its sole and absolute discretion, at a price per Common Share equal to the greater of (A) the simple average of the closing price per Common Share on the CSE for the 10 consecutive trading days ending on the date immediately prior to such payment being made; and (B) CDN\$0.05 per Common Share (or such other minimum price per share as may be in effect pursuant to the policies and rules of the CSE at the relevant time).

The number of Common Shares issuable pursuant to any of the aforementioned payments under the APA shall be determined based on the nominal exchange rate of the Chilean peso to the Canadian dollar as published by the Central Bank of Chile on the day before the applicable payment.

If any of the Purchase Price installments indicated in (ii) and (iii) above is not timely and fully paid to Tamidak, the APA will be automatically terminated and the Company is required to return all the assets and the rights and obligations under the FQM Agreement acquired pursuant to the APA to Tamidak. In such an event, Tamidak will retain all payments previously made to it under the APA as compensatory damages, without prejudice to any other damages that Tamidak may be entitled to by law.

The APA provides that Tamidak will sell, assign and transfer, free of any registered encumbrances (other than the existing royalties previously granted to Minera Auromin Limitada and Minera Chañar Blanco S.A., the mortgages and prohibitions securing such royalties and related obligations, and the prohibitions contemplated in the FQM Agreement, all of which will be assumed by SubCo) to SubCo and SubCo will acquire from Tamidak the mining concessions (all of which are specifically described in the APA), located in the boroughs of San Esteban and Putaendo, in the Provinces of Los Andes and San Felipe, Region of Valparaiso, in Chile, that constitute the Pimentón Project, subject to certain easements for access to and over the concessions and utilities easements, all of which had been previously established for the benefit of the mining concessions, as well as certain permits and movable goods and chattels and other accessory goods set out in annexes to the APA. In addition, pursuant to the terms of the APA, Tamidak will assign all of its rights and obligations under the FQM Agreement to SubCo.

The Company has and is currently facing several challenges. It has very limited funds, no revenue producing properties or properties in development. Furthermore, management has determined that its existing properties have limited potential in the current environment for the development and financing of mineral properties generally and such properties have not attracted the interest of third parties for their sale or further exploration and/or development. In addition, the Company has no source of revenue. In the past, the Company had focused its efforts and resources on the revenue-producing Pimentón gold mine until it was shut down as a result of low metal prices and declining head grades leading to an inability of paying its short term debts. Management is of the view that the Pimentón properties remain attractive gold and copper properties for further exploration and possible development and, given rising and economical gold prices, the Pimentón mine could be brought back into operation. If the APA is entered into, the Company intends to study restarting its gold mining operation, which would be subject to the availability of appropriate financing, the ability of the Company to obtain all necessary environmental permits and the purchase of certain mine operating equipment, as a significant portion of such equipment previously used by the Company in its operation of the Pimentón mine was sold to third parties by the liquidator during the bankruptcy proceedings. However, the installations and other buildings including the former Pimentón camp, chemistry laboratory, flotation plant and ore processing building and other goods and equipment previously used in the operation of the Pimentón mine would be acquired pursuant to the APA.

The Company intends to cause SubCo to enter into the APA as it will give the Company (via SubCo) the opportunity to effectively step into the shoes of Tamidak, thereby reacquiring the Pimentón Project and becoming party to the FQM Agreement, all on economic terms. The Purchase Price under the APA represents approximately the total price paid in cash by Tamidak to acquire the Pimentón Project in the bankruptcy proceedings, in addition to expenses related to the Pimentón Project paid by Tamidak since its acquisition from those bankruptcy proceedings. As such, pursuant to the FQM Agreement, the Company would have the benefit of having FQM, a leading copper producer, explore and potentially develop, through the JV Company, the properties that are part of the Pimentón Project and fund all expenses relating to such exploration until any decision to mine such properties is made. In addition, as a party to the FQM Agreement, the Company (via SubCo) would have the ability to become a joint partner of the JV Company with FQM (and to receive payments thereunder up to US\$10,000,000 subject to, and in accordance, with the FQM Agreement) while giving the Company the opportunity to restart gold mining operations at the Pimentón mine upon the execution of the APA as long as the mining activities carried out do not significantly interfere, in FQM's sole discretion, with its exploration activities pursuant to the FQM Agreement. Finally, even if FQM decided to exercise its termination rights under the FQM Agreement, the Company would remain the owner of the Pimentón Project, so long as all installments of the Purchase Price are made to Tamidak in accordance with the APA over the prescribed 36-month period. The Board of Directors believes all of these aspects represent attractive benefits for the Company on a short and longer term basis.

The entering into of the APA will constitute a related party transaction for the Company, as each of David, Ian and Matthew Thomson, the shareholders of Tamidak, are insiders of the Company. As such, the Company is required to seek minority approval of shareholders for the transaction in accordance with Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“**MI 61-101**”). Pursuant to MI 61-101, in determining minority approval, the Company is required to exclude the votes attached to the Common Shares that, to the knowledge of the Company or any “interested party” (as defined under MI 61-101) or their respective directors or senior officers, after reasonable inquiry, are beneficially owned or over which control or direction is exercised by (a) the Company; (b) an interested party; (c) a related party of an interested party, unless the related party meets that description solely in its capacity as a director or senior officer of one or more persons that are neither interested parties nor issuer insiders of the company; and (d) a joint actor with a person referred to in paragraph (b) or (c) in respect of the transaction. Accordingly, in determining whether minority approval is obtained for the transaction, all of the Common Shares beneficially owned or over which control is exercised, by each of David, Ian and Matthew Thomson (the “**Interested Parties**”) will be excluded.

Pursuant to MI 61-101, the entering into of the APA and the completion of the transactions contemplated thereby would not be subject to the formal valuation requirement because the Common Shares (being the Company’s only listed or quoted securities) are listed on the CSE. Subsection 5.5(b) of MI 61-101 provides an exemption to the formal valuation requirement if the issuer’s securities are not listed or quoted on certain specified exchanges or markets as set out in Subsection 5.5(b). The CSE is not an exchange described in subsection 5.5(b) of MI 61-101. Accordingly, the Company is not subject to the formal valuation requirement for the related party transaction described herein.

At the Meeting, shareholders of the Company will be asked to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution in the form set out below (the “**APA Resolution**”) (after excluding the votes cast by persons whose votes may not be included in determining minority approval pursuant to MI 61-101), subject to such amendments, variations or additions as may be approved at the Meeting, to approve, the Company causing SubCo to enter into the APA with Tamidak and to complete the transactions contemplated pursuant to the APA. In order to pass, the APA Resolution must be approved by a majority of the votes cast at the Meeting not including the votes held by the Interested Parties. As of the Record Date, to the knowledge of the Company, the Interested Parties beneficially owned or exercised control over an aggregate of 139,670,195 Common Shares representing approximately 41.15% of the issued and outstanding number of Common Shares which will be excluded from voting on the APA Resolution.

If the APA Resolution is not approved, the APA will not be executed and the transactions thereunder will not be implemented.

The Board recommends that Shareholders vote FOR the APA Resolution.

The text of the APA Resolution to be submitted to shareholders of the Company at the Meeting is set forth below, subject to such amendments, variations or additions as may be approved at the Meeting:

“BE IT RESOLVED THAT AS AN ORDINARY RESOLUTION OF MINORITY SHAREHOLDERS THAT:

1. The Company causing its Chilean subsidiary, Minera Til Til SpA, to execute the Asset Purchase Agreement and Assignment of Contract (Contrato De Compraventa De Activos y Cesión de Contrato) with Minera Tamidak Limitada and to complete the transactions contemplated thereby, all as further described in the management information circular of the Company dated October 9, 2020, is hereby approved; and
2. any director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances, including, without limitation, any filings and/or applications as may be required under the rules of the Canadian Securities Exchange or as may be required by any regulatory authority and to do or cause to be done all such other acts,

as in the opinion of such director or officer of the Company may be necessary or desirable to carry out the terms of the foregoing resolutions."

Proxies received in favour of management will be voted FOR the approval of the APA Resolution unless a Shareholder has specified in the Proxy that his or her or its Common Shares are to be voted against such resolution.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as set out in this Circular, no director or executive officer of the Company, no person or company who beneficially owns, or controls or directs, directly or indirectly, more than 10% of the outstanding Common Shares (a "**10% Shareholder**") and no director or executive officer of a 10% Shareholder or of a subsidiary of the Company and no associate or affiliate of any of the foregoing persons or companies, has or has had any material interest, direct or indirect, in any transaction since the beginning of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

For the purposes of the above, "informed person" means: (a) a director or executive officer of the Corporation; (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Corporation; (c) any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of the Corporation or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) the Corporation after having purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

INTERESTS OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

No person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year, no proposed director of the Company and no associate or affiliate of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities of the Company or otherwise in any matter to be acted upon, except as disclosed in this Circular.

ADDITIONAL INFORMATION

Additional information relating to the Company is available electronically on SEDAR at www.sedar.com. Financial information is provided in the Company's consolidated financial statements and management's discussion and analysis for its most recently completed financial year. Shareholders may contact the Chief Financial Officer of the Company at (416) 369-9359 to request copies of the Company's consolidated financial statements and management's discussion and analysis.

DIRECTORS' APPROVAL

The Board has approved the contents and sending of this Circular.

BY ORDER OF THE BOARD OF DIRECTORS

"Stephen W. Houghton" (signed)

Stephen W. Houghton

Dated October 9, 2020.