

SECURITY SHARING AGREEMENT AMENDMENT AND JOINDER

This Security Sharing Agreement Amendment and Joinder (this "**Agreement**"), is dated as of ●, 2017, and is entered into among TREXS INVESTMENTS, LLC (together with its successors, assigns or affiliates, "**Trexs**"), and each of the other Persons who are a signatory hereto and is acknowledged and consented to by ECO ORO MINERALS CORP., a British Columbia corporation (the "**Company**").

RECITALS

- A. Reference is made to that certain Security Sharing Agreement dated as of November 9, 2016 (the "**Security Sharing Agreement**") between the Company, Trexs, Amber Latin America LLC on behalf of and for the account of Series 3, PFR Gold Master Fund Ltd., Manas Dichow and Anna Stylianides. Capitalized terms used in this Agreement but not defined herein have the meanings given to them in the Security Sharing Agreement.
- B. Pursuant to the Security Sharing Agreement, Trexs covenanted and agreed, among other things, to: (i) hold the Security Documents (as confirmed by that certain security confirmation agreement dated on or about the date hereof) and exercise the powers and rights related to enforcement thereunder for the benefit of itself and the Participants and (ii) exercise rights and remedies under the Security Documents as directed pursuant to the Security Sharing Agreement.
- C. Pursuant to the Proposed Arrangement (as such term is defined in the settlement agreement dated July 31, 2017 (as same may be amended, restated, supplemented or otherwise modified or replaced from time to time, the "**Settlement Agreement**")) among the Company, Trexs, the Participants and each of the other Persons who are a signatory thereto (i) the rights, privileges, interests and economic benefits of up to 17.17% of the CVRs held by Trexs and the Participants and additional contingent value rights issued by the Company in 2% of the gross amount of the Claim Proceeds (collectively, the "**Custody CVRs**") were made available to certain shareholders of the Company (the "**Entitled Shareholders**"), (ii) the certificates evidencing the Custody CVRs were transferred to Kingsdale Partners LP (the "**Custodian and Depositary**") and (iii) certain Entitled Shareholders subscribed for non-transferable receipts issued by the Custodian and Depositary which evidence undivided interests in the economic benefits of the Custody CVRs for the consideration provided for in the Proposed Arrangement (such Entitled Shareholders, the "**Participating Entitled Shareholders**").
- D. Trexs, the Participants and the Custodian and Depositary have agreed to enter into this Agreement to, among other things, (i) add the Custodian and Depositary as a party to the Security Sharing Agreement and (ii) amend the terms of the Security Sharing Agreement as contemplated by the terms of the Settlement Agreement, and the Company has reviewed and acknowledges and consents to this Agreement.

FOR VALUE RECEIVED the receipt and sufficiency of which consideration are hereby acknowledged by each of the parties hereto, the parties agree as follows:

- 1. The recitals contained in this Agreement are true and correct and form part of this Agreement.
- 2. Schedule "A" attached to the Security Sharing Agreement is hereby deleted in its entirety and replaced with Schedule "A" attached hereto.
- 3. The definition of "Requisite Holders" in Schedule "B" of the Security Sharing Agreement is amended by replacing the words "[Redacted: Commercially Sensitive Holdings]" with "[Redacted: Commercially Sensitive Holdings]".

4. The Custodian and Depositary hereby acknowledges, agrees and confirms that, by its execution and delivery of this Agreement, the Custodian and Depositary is and shall be deemed to be a "Participant" under the Security Sharing Agreement for all purposes of the Security Sharing Agreement and the Custodian and Depositary (for and on behalf of itself and the Participating Entitled Shareholders) hereby assumes and agrees to be bound by all obligations of a Participant thereunder as if the Custodian and Depositary had executed and delivered the Security Sharing Agreement; provided, however, that the Custodian and Depositary shall have no direct obligation whatsoever to indemnify Trexs pursuant to Section 8.2 of the Security Sharing Agreement and each of the Participating Entitled Shareholders shall be directly and personally (severally on a *pro rata* basis based on its entitlement to receive the Claim Proceeds) responsible for any indemnity pursuant to Section 8.2 of the Security Sharing Agreement. Accordingly, the term "Participant", as used in section 8.2 with respect to the Custody CVRs and the Custodian and Depositary, shall be read as a reference to each "Participating Entitled Shareholder" and the failure by the Custodian and Depositary to fund (on behalf of the Participating Entitled Shareholders) the full amount of an amount duly claimed as an indemnity under section 8.2 of the Security Sharing Agreement, within ninety (90) days of a request in writing for an indemnity by Trexs, shall be deemed to be (i) a written notice to Trexs from the Participating Entitled Shareholders who have not provided such funding (as so indicated in writing by the Custodian and Depositary) that they do not agree with or support such action and (ii) an acknowledgement by each of such Participating Entitled Shareholders that it shall not benefit from or participate in the proceeds or other results of any such action taken by Trexs. If the Custodian and Depositary does not make any payments whatsoever in respect of any such indemnity claim within the said ninety (90) day period, then such failure shall be deemed to be (i) a written notice to Trexs from all the Participating Entitled Shareholders that they do not agree with or support such action and (ii) an acknowledgement that none of the Participating Entitled Shareholders shall benefit from or participate in the proceeds or other results of any such action taken by Trexs.
5. The address of the Custodian and Depositary for purposes of Section 10.1 of the Security Sharing Agreement is:

Name: Kingsdale Partners LP
Attention: **[Redacted: Confidential Contact Information]**
Address: **[Redacted: Confidential Contact Information]**
Email: **[Redacted: Confidential Contact Information]**
6. Except as expressly provided herein, the Security Sharing Agreement remains in full force and effect, unamended.
7. The Company agrees to do such further acts and things and to execute and deliver such additional agreements, powers and instruments as the Participants or Trexs may reasonably request to carry into effect the terms, provisions and purposes of this Agreement or to better assure and confirm unto Trexs or the Participants its respective rights, powers and remedies hereunder.
8. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of British Columbia (excluding any conflicts of laws rule or principle which might refer such construction to the laws of another jurisdiction). Such choice of law shall, however, be without prejudice to or limitation of any other rights available to Trexs or the Participants under the laws of any jurisdiction where the Company or its property may be located.

9. If there is a conflict or inconsistency between any provision of this Agreement and any provision of the Security Sharing Agreement, the relevant provision of this Agreement shall prevail to the extent of such conflict or inconsistency.
10. This Agreement shall enure to the benefit of and be binding on each of the parties hereto and each of their respective successors and permitted assigns.
11. The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.
12. This Agreement may be executed and delivered in any number of counterparts (including counterparts by facsimile, PDF electronic format or other method of electronic transmission) and all such counterparts taken together shall be deemed to constitute one and the same original document.

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IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

TREXS INVESTMENTS, LLC
its authorized signatory

Name:
Title:

PARTICIPANTS:

**AMBER LATIN AMERICA LLC
ON BEHALF OF AND FOR THE
ACCOUNT OF SERIES 3**

Name:
Title:

PFR GOLD MASTER FUND LTD.
by its authorized signatory

Name:
Title:

MANAS DICHOW

ANNA STYLIANIDES

KINGSDALE PARTNERS LP

Name:

Title:

COMPANY:

ECO ORO MINERALS CORP.

by its authorized signatory

Name:

Title:

SCHEDULE “A”

[REDACTED: COMMERCIALLY SENSITIVE HOLDINGS]