

PROPERTY PURCHASE AGREEMENT

AMONG:

WEST PACIFIC VENTURES CORP.

- and -

REVELO RESOURCES CORP.

- and -

SOCIEDAD CONTRACTUAL MINERA MONTEZUMA

- and -

MINERA SERENA MINING CHILE LIMITADA

- and -

SOCIEDAD CONTRACTUAL MINERA PAMPA BUENOS AIRES

- and -

MINERA MENA CHILE LIMITADA

THIS PROPERTY PURCHASE AGREEMENT, made effective as of the 31st day of July, 2020.

AMONG:

WEST PACIFIC VENTURES CORP., a company organized under the laws of British Columbia ("West Pacific")

- and -

REVELO RESOURCES CORP., company organized under the laws of British Columbia ("Revelo")

- and -

SOCIEDAD CONTRACTUAL MINERA MONTEZUMA, a subsidiary of Revelo, organized under the laws of Chile

- and -

MINERA SERENA MINING CHILE LIMITADA, a subsidiary of Revelo, organized under the laws of Chile

- and -

SOCIEDAD CONTRACTUAL MINERA PAMPA BUENOS AIRES, a subsidiary of Revelo, organized under the laws of Chile

- and -

MINERA MENA CHILE LIMITADA, a subsidiary of Revelo, organized under the laws of Chile

(Sociedad Contractual Minera Montezuma, Serena Mining Chile Limitada, Sociedad Contractual Minera Pampa Buenos Aires and Minera Mena Chile Limitada, collectively, the "**Vendors**")

- and -

(West Pacific, Revelo, and the Vendors, collectively, the "**Parties**" and each, a "**Party**")

WITNESSETH THAT:

WHEREAS:

- A. On the terms and subject to the conditions of this Agreement, West Pacific wishes to acquire from the Vendors and the Vendors wish to sell to West Pacific, a 100% interest in the mining concessions listed in Section I of Schedule "A" herein (the "**Property**"), owned by the Vendors.
- B. The Properties are subject to certain net smelter return royalties (the "**Royalties**"), as more particularly described in Section II of Schedule "A" herein.
- C. West Pacific entered into a binding agreement (the "**Pubco Agreement**") dated June 12, 2020, with Fireswirl Technologies Inc. ("**Pubco**"), a Canadian public company which is listed on the TSX Venture Exchange ("**TSXV**"). Pursuant to the Pubco Agreement, Pubco agreed to acquire 100% of the outstanding securities of West Pacific in a reverse take-over transaction (the "**RTO**"). The parties propose to list the resulting company (the "**Resulting Issuer**") on the Canadian Securities Exchange ("**CSE**").
- D. The acquisition of the Property by West Pacific will occur immediately prior to the RTO.

NOW, THEREFORE, in consideration of the facts, mutual promises and covenants contained herein and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Recitals

The Parties hereto agree that the recitals set forth above are true and correct and incorporated into this Agreement.

1.2 Definitions

Capitalized words and phrases used in this Agreement shall have the meaning given to such words and phrases below:

- (a) "**Affiliate**" means, when describing a relationship between two Persons, that either: (i) one of them is the subsidiary of the other; (ii) one of them is under the control of the other, or (iii) each of them is controlled by the same Person.
- (b) "**Agreement**" means this Property Purchase Agreement, including all schedules, and all instruments supplementing, amending or confirming this Agreement and references to "Article" or "Section" are to the specified article or section of this Agreement.
- (c) "**Applicable Laws**" means at any time, in respect of any Person, property, transaction, event or other matter, as applicable, all then current laws, rules, statutes, regulations, treaties, orders, judgments and decrees and all official directives, rules, guidelines, orders, policies, decisions and other requirements of any Governmental Authority (whether or not having the force of law) relating or applicable to such Person, property,

- transaction, event or other matter and shall also include any interpretation of the law by any Person having jurisdiction or charged with its administration or interpretation,
- (d) "**Business Day**" means any day, other than a Saturday, a Sunday or a statutory or bank holiday in Vancouver, Canada or Santiago, Chile.
 - (e) "**Chilean Subco**" means the Chilean subsidiary to be wholly-owned by West Pacific prior to Closing;
 - (f) "**Claim**" means any claim, lawsuit, demand, action, proceeding, arbitration or injunction and/or any other procedure that legally objects or challenges rights directly related to the Property, which has been duly commenced against any of the Vendors, before any Governmental Authority.
 - (g) "**Closing**" means the completion of the sale and purchase of the Property as contemplated by this Agreement.
 - (h) "**Closing Date**" has the meaning set forth in Section 9.1.
 - (i) "**Closing Time**" has the meaning set forth in Section 9.1.
 - (j) "**Confidential Information**" has the meaning set forth in Section 10.1 herein
 - (k) "**Confidentiality**" means to maintain in confidence and not to disclose the Confidential Information to third parties, except:
 - (i) employees, officers, directors, consultants, agents and other representatives that need to know or ought to know in order to discharge their respective duties in an efficient manner;
 - (ii) to Governmental Authorities, where required by Applicable Laws, provided that: (A) the disclosing party is provided with notice of such requirement prior to the disclosure; and (B) the recipient of any Confidential Information subject to confidentiality limits what is disclosed solely to information that is required to be disclosed under Applicable Laws; or
 - (iii) Persons that are or may be interested in advancing, loaning, investing or otherwise providing potential debt or equity to a Party, including banks, financial institutions, brokerage companies and their respective employees, officers, directors, consultants, agents and other representatives, provided, however, that such Persons agree to maintain the information to be disclosed in confidence for a period not less than two years; and "Confidential" and "Confidence" shall have similar meanings.
 - (l) "**Consent**" means all consents, approvals, permits, licences, waivers of rights of first refusal or waivers of due on sale clauses or other waivers, as applicable, from: (i) any party to any Contract; and (ii) any Governmental Authority necessary in connection with the execution of this Agreement or the performance of any terms thereof or any

document delivered pursuant thereto or the completion of any of the transactions contemplated by this Agreement.

- (m) "**Contract**" of any Person means all contracts, licences, sub-licences, agreements, commitments, entitlements, undertakings, understandings and engagements to which such Person is a party or by which such Person is bound, whether written, oral or otherwise, and includes any manufacturer's or supplier's warranty, guarantee or commitment (express or implied).
- (n) "**CSE**" means the Canadian Securities Exchange.
- (o) "**Direct Claim**" has the meaning set forth in Section 11.5(c).
- (p) "**Encumbrances**" means any pledge, lien, restriction, charge, security agreement, lease, conditional sale, title retention agreement, mortgage, encumbrance, assignment by way of or in effect as security, or any other security interest of any kind or character whatsoever.
- (q) "**Environmental Laws**" means all Applicable Laws of any Governmental Authority relating to or otherwise imposing liability or standards of conduct with respect to environmental or health matters, including legislation governing the labelling, use, transportation, manufacture, processing, generation, distribution, treatment, storage, discharge, release, disposal, clean-up or handling of Hazardous Substances and Applicable Laws relating to the exploration, development, operation, health and safety, environmental liabilities, water related issues, archaeological sites, community relations, closure and reclamation of mines and mining exploration properties and all other Applicable Laws with respect to the exploration and mining activities conducted in connection with the Property.
- (r) "**Execution Date**" means the execution date of this Agreement.
- (s) "**Governmental Authorities**" means: (i) any multinational, federal, provincial, territorial, tribal, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or entity, domestic or foreign; (ii) any stock exchange, including the TSX-V and the CSE; (iii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iv) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriating or taxing authority under or for the account of any of the foregoing.
- (t) "**Hazardous Substances**" means any substance which is deemed to be, alone or in any combination, hazardous, hazardous waste, radioactive, deleterious, toxic, caustic, dangerous, a contaminant, a pollutant, a dangerous good, a waste, a special waste, a source of contamination or a source of a pollutant under the Environmental Laws; any substances or materials the presence or concentration of which in soil, sediment, ground water or surface water is regulated under the Environmental Laws, including, without limitation, asbestos, asbestos-containing materials, lead or lead-based paint,

polychlorinated biphenyls, mold, mildew or fungi, oil, waste oil, petroleum, petroleum products, or urea formaldehyde foam insulation and any other material or substance which may pose a threat to the environment or to human health or safety.

- (u) "**Material Adverse Effect**" means when used in connection with the Property, any materially adverse change in or effect on the Property, or the prospects, operation or condition of the Property, including, for greater certainty, any environmental accident or unintended event which has, or is reasonably expected to have, a material adverse effect on the prospects or costs of exploring, developing, maintaining or remediating the Property, other than any change, event, violation, inaccuracy, circumstances or effect: (i) relating to the global economy or securities markets in general; (ii) resulting from any natural disaster, hostilities, act of war or terrorism or any material escalation of any such hostilities, act of war or terrorism existing as of the date hereof; (iii) resulting from changes in the price of copper; or (iv) relating to the global copper mining or mining exploration industry in general.
- (v) "**Mining Property Registry**" means the mining property registry of the corresponding mining registrar which has competence over the Property in Chile, as applicable.
- (w) "**Notice**" shall have the meaning ascribed thereto in Section 13.6 hereof.
- (x) "**Notice of Direct Claim**" shall have the meaning ascribed thereto in Section 11.5(c) hereof.
- (y) "**Party**" or "**Parties**" has the meaning given to it in the recitals to this Agreement.
- (z) "**Permitted Encumbrances**" means, with respect to the Property:
 - (i) easements, servitudes, rights-of-way and other rights, exceptions, reservations, conditions, limitations, covenants and other restrictions that will not materially interfere with, impair or impede operations on the Property or the value or use of the Property;
 - (ii) Encumbrances consisting of:
 - a. rights reserved to or vested in any Governmental Authority to control or regulate the Property;
 - b. obligations or duties to any Governmental Authority with respect to any permits and the rights reserved or vested in any Governmental Authority to terminate any such permits or to condemn or expropriate any property; and
 - c. zoning or other land use or Environmental Laws of any Governmental Authority;
 - (iii) the Royalties as set out in Section II of Schedule "A";
 - (iv) all of the Encumbrances set out in section II of Schedule "D" herein, and;

- (v) any other rights or Encumbrances consented to in writing by West Pacific or granted by West Pacific.
- (aa) "**Person**" means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, company, corporation or other body corporate, union, Governmental Authority and a natural person in his capacity as trustee, executor, administrator, or other legal representative.
- (bb) "**Property**" means the 100% interest in the mining concessions listed in Section I of Schedule "A" herein, owned by the Vendors.
- (cc) "**Pubco Agreement**" shall have the meaning set forth in letter B of the recitals of this Agreement.
- (dd) "**Purchase Deed**" means each of the Chilean public deeds by means of which each of the Vendors will legally effect in Chile the transfer of its respective mining concessions as detailed in Section I of Schedule "A" hereto to the Chilean Subco.
- (ee) "**Purchaser's Indemnified Person**" shall have the meaning ascribed thereto in Section 11.1 hereof.
- (ff) "**Revelo**" means Revelo Resources Corp., a company organized under the laws of British Columbia.
- (gg) "**Revelo Public Disclosure Records**" means all documents filed by Revelo prior to the Execution Date with Canadian securities regulators on the System for Electronic Document Access and Retrieval (SEDAR) under the name of "Revelo Resources Corp." and not marked private.
- (hh) "**Revelo Shares**" means common shares in the capital of Revelo.
- (ii) "**Royalties**" means certain net smelter return royalties as are more particularly described in Section II of Schedule "A".
- (jj) "**SQM**" means Sociedad Química y Minera de Chile.
- (kk) "**SQM Restricted Concessions**" means the following mining concessions, that are part of the "Morros Blancos" project: San Juan 25 1 to 10, San Juan 25 11 to 26, Piano 9 1 to 30, San Juan 63 1 to 10 and Blanca Lidia 1 1 to 30, which are held by Minera Mena Chile Limitada and subject to a mortgage, a right of first refusal, a broad prohibition of disposal and a reserve for exploration and exploitation of non-metallic minerals in favor of SQM. Any act or agreement, including transfer of the SQM Restricted Concessions shall require the written authorization of SQM.
- (ll) "**Share Consideration**" has the meaning set forth in Section 2.2(b) herein

- (mm) "**Successors**" means successors and includes any successor continuing by reason of amalgamation or other reorganization and any Person to which assets are transferred by reason of a liquidation, dissolution or winding-up.
- (nn) "**Taxes**" includes, without limitation, all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including, without limitation, those levied on, or measured by, or referred to as income, gross receipts, earnings, profits, capital, corporate, transfer, land transfer, sales, goods and services, use, value-added, excise, stamp, withholding, business, licence, franchising, real or personal property, payroll, employment, wage, employer health, social services, severance, utility, occupation, premium, windfall, education and social security taxes, all surtaxes, all customs duties and import and export taxes, all licence, franchise and registration fees and all unemployment insurance, health insurance and government pension plan premiums, workers' compensation levies, and retirement contributions, including those imposed by any Governmental Authority.
- (oo) "**Technical Information**" means all books and records of the Vendors or any of its Affiliates in the possession or under the control of the Vendors pertaining or relating to the Property, including all geological, geochemical, geophysical and engineering data, exploration results and data, drilling sample data, maps, reports, surveys, assays, drill core, drill core samples, drill logs, other results of surveys and drilling, testing and analysis data and other data, environmental correspondence or studies and any information, records of correspondence, relating to the Property and including all data, information and databases stored on computer-related or other electronic media.
- (pp) "**Termination Date**" means the date that is three (3) months from the Execution Date or such later date as West Pacific and Revelo may agree to in writing.
- (qq) "**Third Party's Recoveries**" shall have the meaning ascribed thereto in Section 11.3(d) hereof.
- (rr) "**Notice**" shall have the meaning ascribed thereto in Section 13.6 hereof.
- (ss) "**TSX-V**" means the TSX Venture Exchange.
- (tt) "**Vendors**" has the meaning given to it in the recitals to this Agreement.
- (uu) "**Vendors' Indemnified Person**" shall have the meaning ascribed thereto in Section 11.2 hereof.
- (vv) "**West Pacific**" has the meaning given to it in the recitals to this Agreement.
- (ww) "**West Pacific Shares**" means the common shares in the capital of West Pacific.

1.3 Schedules

The following Schedules to this Agreement, as listed below, constitute an integral part of this Agreement:

- Schedule "A" – Legal Description of the Property and Royalties
- Schedule "B" – Capital Structure of West Pacific
- Schedule "C" – Form of Purchase Deed
- Schedule "D" – Permitted Encumbrances

1.4 Certain Rules of Interpretation

In this Agreement and the Schedules and Exhibits:

- (a) **Time** – Time is of the essence in and of this Agreement.
- (b) **Calculation of Time** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
- (c) **Business Days** – Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- (d) **Currency** – Unless otherwise specified, all references to amounts of money, dollars or "\$" in this Agreement refer to the lawful currency of the United States of America. For greater certainty "C\$" refers to the lawful currency of Canada.
- (e) **Headings** – The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.
- (f) **Including** – Where the word "including" or "includes" is used in this Agreement, it means "including without limitation" or "includes without limitation".
- (g) **Plurals and Gender** – The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such Persons or circumstances as the context otherwise permits.
- (h) **Statutory References** – Any reference to a statute shall mean the statute in force as at the Execution Date (together with all regulations promulgated thereunder), as the same

may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

- (i) **No Strict Construction** – The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.
- (j) **Joint and Several Liability** – The representations, warranties and obligations of the Vendors under this Agreement shall be joint and several.
- (k) **Ordinary Course** – Any reference to an action taken by a Person in the ordinary course means that such action is consistent with past practices of such Person and is taken in the ordinary course of the normal operations of such Person.

1.5 Knowledge

Any reference to "**knowledge**" of any Party shall mean the actual knowledge of any director or officer of the Party, as the case may be, and all knowledge which such Persons would have if he or she made due enquiry into the relevant subject matter having regard to his or her role and responsibilities as a director or officer of the Party.

1.6 Entire Agreement

- (a) This Agreement together with the agreements and other documents to be delivered pursuant to this Agreement constitute the entire agreement among the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral, written or otherwise, of the Parties. There are no representations, warranties, covenants or other agreements among the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document delivered pursuant to this Agreement.
- (b) No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale

Based upon the representations, warranties and covenants of the Parties herein contained and subject to the conditions herein contained, West Pacific hereby agrees to purchase and Revelo and each of the Vendors, hereby agrees to sell, 100% legal and beneficial interest in the Property free and clear of all Encumbrances other than the Permitted Encumbrances. At the Closing Date, the Chilean Subco will enter into the corresponding Purchase Deed with each of the respective Vendors that currently hold the Property. Upon execution thereof, the Purchase Deeds will

evidence the transfer of the Property for the purposes of registration and recording at the corresponding Mining Property Registry. The Purchase Deeds will be prepared and executed in Spanish as required by Chilean law. An English translation of the Purchase Deeds will be provided to the Parties for reference.

2.2 Consideration

As consideration for the purchase of the Property, Revelo will receive on behalf of the Vendors, the following cash and share payments:

- (a) \$300,000 paid by way of bank draft or wire transfer (the "**Cash Consideration**"), of which \$125,000 was previously paid upon the execution date of the Letter of Intent between Revelo and West Pacific, and a further \$175,000 will be paid on the execution date of this Agreement (the "**Execution Date**"). Should the Closing not occur within three (3) months from the Execution Date or such later date as West Pacific and Revelo may agree to in writing (the "**Termination Date**"), then \$175,000 of the Cash Consideration shall be repaid to West Pacific within twelve (12) months of the Termination Date and the remaining \$125,000 previously paid upon the execution date of the Letter of Intent shall be retained by Revelo. Revelo shall use the Cash Consideration to keep the Property in good standing, and to obtain a title opinion on the concessions comprising the Property; and
- (b) on the Closing Date, such number of fully paid and non-assessable West Pacific Shares that would on exchange with the Resulting Issuer pursuant to the RTO represent 19.9% of the issued and outstanding shares of the Resulting Issuer (the "**Share Consideration**").

The Vendors each irrevocably acknowledge and agree that the payment of West Pacific Shares to Revelo in accordance with the terms of this Agreement and specially with letters (a) and (b) of this Section 2.2. shall be deemed to satisfy any entitlement to the Cash Consideration and Share Consideration of the Vendors and constitutes good and valid consideration for the transactions contemplated in this Agreement with respect to said Cash Consideration and Share Consideration.

2.3 Additional Payments

As additional consideration for the purchase of the Property, the Vendors will be entitled to receive the additional payments indicated in this section 2.3. as follows:

- (a) A further \$2 million within 45 days of completion of each feasibility study (as such term is used in National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*) and receipt by the Resulting Issuer of a technical report thereon (prepared in compliance with National Instrument 43-101F1 – *Technical Report*) in respect of a deposit (or group of deposits) within one or more concessions forming part of the Property on a project by project basis and as such projects and the mining concessions comprising such projects are detailed in Section I of Schedule "A". For clarity, the foregoing payment will apply to only once per project up to a maximum of \$16 million if a feasibility study is prepared for each of the eight projects forming the Property.

- (b) A further \$3 million within 90 days of each date a commercial production decision is made by the Resulting Issuer in respect of a deposit (or group of related deposits) referred to in subsection 2.3(a) above. For clarity, the foregoing payment will apply only once per project, up to a maximum of \$24 million if a commercial production decision is made for each of the eight projects forming the Property as such projects and the mining concessions comprising such projects are detailed in Section I of Schedule "A".

ARTICLE 3 TRANSFER OF INTEREST

3.1 Transfer of Property

The sale and purchase of the Property will occur on the Closing Date by means of the execution of the Purchase Deeds. Furthermore, Revelo shall, as soon as possible after the Closing date, provide West Pacific with certificates from the applicable mining registrars evidencing that the Property has been submitted for registration under the name of Chilean Subco. The Vendors will take all actions and do all things necessary or desirable to effect a transfer of 100% of its legal and beneficial right, title and interest in and to the Property to Chilean Subco, such that Chilean Subco thereafter holds a 100% legal and beneficial interest in the Property free and clear of all Encumbrances than the Permitted Encumbrances, including, but not limited to the execution and delivery of the following materials to West Pacific and Chilean Subco:

- (a) The Purchase Deeds respecting the sale and purchase of the Vendors' legal and beneficial right, title and interest in the Property to Chilean Subco, duly executed by the Vendors, a form of which is attached hereto as Schedule "C";
- (b) all necessary consents and approvals in writing to the completion of the transactions contemplated herein and including, without limitation, corporate approvals, regulatory approvals and Consents from all Governmental Authorities having jurisdiction over either of the Vendors or the Property.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF REVELO AND VENDORS

Each of Revelo and the Vendors make the following representations and warranties jointly and severally, and acknowledge that West Pacific is relying on such representations and warranties in entering into this Agreement.

4.1 Corporate Organization, Standing and Qualifications

Each of Revelo and each of the Vendors is a corporation incorporated or an entity duly created and validly existing under the Applicable Laws of the jurisdiction of its incorporation and have not been dissolved. The Vendors each have all requisite corporate power, authority and capacity to own each of their respective interest in the Property, to transfer the Property to West Pacific or Chilean Subco, and otherwise perform their respective obligations pursuant to this Agreement.

4.2 Authorization and Enforceability of Obligations

Each of Revelo and the Vendors has the capacity, authority and power to execute, deliver and perform this Agreement and each of the Vendors has the capacity, authority and power to execute, deliver and perform all of the agreements contemplated hereby to which it is a party and to consummate the transactions contemplated hereby and thereby. This Agreement and all of the agreements and transactions contemplated hereby to which each of the Vendors is a party in relation to the sale of the Property have been duly and validly authorized, executed and delivered by such Party, and each such agreement constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, except: (i) as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar Applicable Laws affecting creditors' rights generally; and (ii) as such enforceability may be limited by general principles of equity, regardless of whether asserted in a proceeding in equity or law.

4.3 Consents and Approvals; No Violations

To the best of their knowledge and with exception of the disclosures made in Schedules A and D herein:

- (a) Neither the execution nor delivery of this Agreement or any other agreement or document to which any of the Vendors are or will become a party as contemplated by this Agreement, the consummation of the transactions contemplated herein or therein or the compliance by the Vendors with any provisions hereof or thereof will: (i) conflict with or result (with or without notice, lapse of time or both) in a breach of any of the terms, conditions or provisions of the articles, by-laws or other constating documents of any of the Vendors; (ii) conflict with or result in a breach or a default (or give rise to any right of termination, cancellation, acceleration, modification or other right) under any of the provisions of any note, bond, mortgage, indenture, franchise, permit, Contract or other instrument or obligation to which any of the Vendors are a party, or by which any of the Vendors is bound or affected, except for such conflict, breach or default as to which requisite waivers or consents shall have been obtained by Vendors; (iii) violate any Applicable Laws in respect of the Vendors or any of the Property; or (iv) result in the creation or imposition of any Encumbrances upon any of the Property.
- (b) no consent by, or any notification or filing with, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance by the Vendors of this Agreement or by the Vendors of any other agreement or document contemplated by this Agreement to which any of the Vendors is or will be a party.

4.4 Absence of Certain Changes or Events

Since May 14, 2020, each of the Vendors has conducted its business only in the ordinary course with respect to the Property, other than as otherwise specifically permitted under this Agreement and the best of their knowledge, there has not been any:

- (a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect with respect to the

Property, and no such Material Adverse Effect is pending or, to the knowledge of the Vendors, threatened;

- (b) entry into any Contract with respect to the Property;
- (c) creation of any Encumbrance in connection with or in respect of the Property except, as relating to the Property, unsecured current obligations and liabilities incurred in the ordinary course of their business;
- (d) material damage, destruction or loss, or any material interruption in use, of any of the Property, whether or not covered by insurance; and
- (e) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

4.5 No Insolvency

None of the Vendors is insolvent and none of the Vendors has committed an act of bankruptcy, proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt, taken any proceeding to have a receiver appointed for any part of its assets, had an encumbrancer take possession of any of its property, or had any execution or distress become enforceable or become levied upon any of its property.

4.6 Property

- (a) Schedule "A" sets out a complete, true and correct (i) list of the Property and all identification details of such Property including the respective mining project that each of the mining concessions conform; (ii) cadastral map identifying the areas that are the subject of the Property; (iii) the areas of the Property which are overlapped by third party held concessions; and (iv) pre-emptive rights held by third parties in respect of any part of the Property.
- (b) As of the Execution Date, the Property is in good standing under material Applicable Laws and, to the knowledge of the Vendors, all mining fees have been paid or incurred in full when due, including all mining fees for current and prior years, and there are no adverse Claims or challenges outstanding or, to the knowledge of the Vendors, threatened against the Vendors' right and title in and to the Property.
- (c) There are no leased premises related to the Property.
- (d) Other than the Permitted Encumbrances, each of the Vendors hold their interests in the Property set out in Schedule "A", free and clear of any Encumbrance, and together, such interest constitutes 100% of the legal and beneficial ownership of the Property.

- (e) Upon execution of the Public Deeds and the registration of the Property with the applicable Mining Property Registry, the Property will have been validly transferred to West Pacific in compliance with Applicable Laws.
- (f) Other than any surface rights, permits and or authorizations required for exploration and/or exploitation of minerals on the Property, the Property constitute the necessary title to permit Chilean Subco to conduct the exploration and/or exploitation of minerals on the Property.
- (g) Other than the Royalties set out in Schedule "A" and the Encumbrances set out in Section II of Schedule "D", there are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect the interests of West Pacific or Chilean Subco in the Property.
- (h) Other than the Encumbrances set out in Section II of Schedule "D", there are no material restrictions on the ability of the Vendors to use, transfer or exploit the Property, except pursuant to Applicable Laws.
- (i) The Property is not subject to any pending or threatened action, suit or proceeding under Applicable Laws or by any Governmental Authority that could reasonably prohibit or limit in any way the exploration or exploitation of minerals subject to the Property or the conduct of any mining activity.
- (j) The Property does not overlap with third party held mining concessions other than the areas indicated in the relevant maps included in Schedule "A". Such third parties are entitled to conduct exploration and/or exploitation of mineral substances on such overlapping areas in priority to the holder of the Property.
- (k) The Property is not subject to any rights of first refusal or pre-emptive rights other than as indicated in in Schedule "A".

4.7 Royalties and Interests

Other than as specifically contemplated in this Agreement, no Person has any interest in the Property, the production or profits therefrom, any royalty in respect thereof or any right to acquire any such interest. There are no Contracts, arrangements or restrictions that would restrict the ability of the Vendors to transfer to a third party any interest in the Property, the production or profits therefrom, any royalty in respect thereof or any right to acquire any such interest.

4.8 No Other Agreements to Purchase or Material Agreements

No Person other than West Pacific or Chilean Subco has any Contract or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a Contract for the purchase or acquisition from the Vendors of any of the Property. Other than the agreements related to the SQM Restricted Concessions, none of the Vendors has entered into any material agreement that may affect, directly or indirectly, the Property.

4.9 Environmental Matters

As of the Execution Date and to the best of the Vendors knowledge:

- (a) Conditions on and relating to the Property respecting all past and current operations thereon are in compliance in all material respects with all Applicable Laws, including all material Environmental Laws;
- (b) The Vendors have not received any notice of, or communication relating to, any actual or alleged breach of any Environmental Laws, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out with respect thereto;
- (c) There has not been a release of a Hazardous Substance at, in, on, under or from the area covered by the Property, in violation of Environmental Laws.
- (d) The Vendors have provided West Pacific with copies of all material documents, records and information available to them concerning any environmental or health and safety matter relevant to the Property (if any), including documentation regarding waste disposal, reports, correspondence, and analyses and monitoring data for soil, groundwater and surface water and all third party reports pertaining to any environmental assessments or audits that were obtained by, or are in the possession or control of, the Vendors.

4.10 Compliance with Laws; Governmental Authorizations

To the knowledge of the Vendors, as of the Execution Date,

- (a) No proceeding to modify, suspend, revoke, withdraw, terminate or otherwise limit any Governmental Authorization required or necessary to carry on the business relating to the Property, is pending or threatened, and the Vendors do not know of any valid basis for such proceeding, including the transactions contemplated herein.
- (b) No other business or work has been carried out on the areas comprising the Property other than that of the exploration and development of the area subject to the Property.
- (c) The Vendors are currently in material compliance with all material Applicable Laws in relation to the Property.

4.11 Technical Information

All material information regarding the Property including all drill results, technical reports and studies, if any, that is required to be disclosed by Applicable Laws, has been disclosed in the public disclosure documents of Revelo on or before the date hereof, and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading as at the time at which they were filed with applicable securities regulatory authorities.

4.12 No Expropriation

None of the land subject to the Property has been taken or expropriated by any Governmental Authority nor has any notice or proceeding in respect thereof been given or commenced and, to the knowledge of the Vendors, there is no intent or proposal to give any such notice or commence any such proceeding.

4.13 No Finder's Fees

The Vendors have not taken and will not take any action that would cause West Pacific to become liable to any Claim for a brokerage, commission, finder's fee or other similar arrangement in connection with this Agreement or the transactions contemplated hereby.

4.14 Litigation

As of the Execution Date, there is no Claim, arbitration or legal, administrative or other proceeding or investigation by any Governmental Authority, including appeals and applications for review pending or, to the knowledge of the Vendors, threatened against the Vendors in connection with Property. To the knowledge of the Vendors, there are no facts which are likely to give rise to any such Claims. There is not now, and within the past five years there has not been, outstanding against the Vendors, or relating to or affecting in any way any of the Property, any judgment, execution, order, injunction, decree or rule of any court, administrative agency, Governmental Authority or arbitrator which had, has or could reasonably be expected to have a material adverse effect on the Property. The Vendors are not the plaintiffs, complainants, defendants or interveners in any action, suit, proceeding, grievance, arbitration or alternative dispute resolution proceeding relating to or affecting in any way any of the Property.

4.15 Compliance with Anti-Corruption Laws

None of the Vendors, in respect to the Property, or any of their respective representatives or joint venture partners, in carrying out or representing the business of the Vendors, in respect to the Property, anywhere in the world, has violated any provision of Canada's *Corruption of Foreign Public Officials Act*, or the anti-corruption laws of any other jurisdiction where such business is carried on.

4.16 Material Disclosure

All necessary information and data (including, without limitation, all geological, geophysical and assay results and maps) concerning the Property and prior exploration and development work carried out thereon by the Vendors and within the actual knowledge of the Vendors has been disclosed and provided to West Pacific.

4.17 Public Disclosure Record

None of the documents included in the Revelo Public Disclosure Record, as of their respective dates, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under

which they were made, and were not misleading as at the time at which they were filed with applicable securities regulatory authorities.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF WEST PACIFIC

West Pacific makes the following representations and warranties and acknowledges that the Vendors are relying on such representations and warranties in entering into this Agreement:

5.1 Corporate Organization, Standing and Qualifications

West Pacific is a company validly existing, organized and in good standing under the laws of British Columbia, Canada and has not been dissolved. West Pacific has all requisite power, authority and capacity to perform its obligations pursuant to this Agreement.

5.2 Authorization and Enforceability of Obligations

West Pacific has the capacity, authority and power to execute, deliver and perform this Agreement and all of the agreements contemplated hereby to which it is a party and to consummate the transactions contemplated hereby and thereby. This Agreement and all of the agreements contemplated hereby to which West Pacific is a party in relation to the sale of the Property have been duly and validly authorized, executed and delivered by West Pacific, and each such agreement constitutes a legal, valid and binding obligation of West Pacific, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar Applicable Laws affecting creditors' rights generally.

5.3 Consents and Approvals; No Violations

None of the execution and delivery of this Agreement or any other agreement or document to which West Pacific is or will become a party as contemplated by this Agreement, the consummation of the transactions contemplated herein or therein or compliance by West Pacific with any provisions hereof or thereof will: (i) conflict with or result (with or without notice, lapse of time or both) in a breach of any of the terms, conditions or provisions of the articles, by-laws or other constating documents of West Pacific; or (ii) violate any Applicable Laws applicable to West Pacific or any of its properties or assets, which in each case would result in a material adverse effect on the completion of the transactions contemplated herein.

5.4 Share Capitalization of West Pacific

West Pacific is authorized to issue an unlimited number of West Pacific Shares. As of the date hereof: 14,300,200 West Pacific Shares were issued and outstanding as fully paid and non-assessable. The Parties acknowledge and agree that nothing in this Agreement shall prohibit West Pacific from issuing additional common shares or other securities of West Pacific after the date hereof pursuant to financings, acquisition transactions, convertible securities, compensation arrangements or otherwise. The capital structure of West Pacific is set out in Schedule "B".

5.5 Due Diligence

West Pacific has not relied on any representation or warranty other than those set forth in Section 4 herein, and acknowledges that it: (a) shall conduct to its satisfaction complete due diligence of the Vendors and the Property, all of their records, properties and business operations; (b) will make its own inquiry and investigation into, and based thereon has formed an independent judgment concerning the Property's good standing. Except as otherwise set forth in this Agreement, it is expressly understood and agreed that the Vendors, at the Closing Date shall transfer the Property and the Technical Information to West Pacific "AS IS", "WHERE IS" AND, SUBJECT ONLY TO THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4, WITH ALL FAULTS AND WITHOUT ANY OTHER REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6 SURVIVAL

6.1 Survival of Vendors' Representations and Warranties

Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing Date and shall remain in full force and effect until the date that is sixty (60) days from the Closing Date and will thereafter terminate and be of no further force and effect.

6.2 Survival of West Pacific Representations and Warranties

Subject to the limitations and other provisions of this Agreement, the representations and warranties of West Pacific herein shall survive the Closing Date and shall remain in full force and effect until the date that is twelve (12) months from the Closing Date and will thereafter terminate and be of no further force and effect.

6.3 Survival of Covenants

Except as otherwise provided in this Agreement, all covenants of West Pacific, Revelo and the Vendors contained in this Agreement or any document or certificate given pursuant to this Agreement shall survive the Closing Date for the benefit of West Pacific, Revelo and the Vendors for the period of such covenant, subject only to applicable limitation periods imposed by Applicable Laws.

ARTICLE 7 COVENANTS

7.1 Covenants of Revelo and the Vendors

Revelo and each of the Vendors hereby jointly and severally covenant with and to West Pacific that until the Closing Date or the Agreement otherwise terminates, the Vendors shall:

- (a) comply with all material Applicable Laws affecting the Property, and shall promptly notify West Pacific of any correspondence, notices, Claims, actions or steps in relation to the Property;
- (b) to the extent not previously provided prior the Closing Date, provide West Pacific with the data and information in the Vendors' possession relating to exploration activities on and in the vicinity of the Property and will cooperate and assist West Pacific in obtaining data and information not in the Vendors' possession but within the Vendors' knowledge or control;
- (c) not deal, or attempt to deal with their respective right, title and interest in and to the Property in any way that would adversely affect the right of West Pacific to become absolutely vested in a 100% interest in and to the Property, free and clear of any Encumbrances other than Permitted Encumbrances;
- (d) not without the prior written consent of West Pacific, perform or make any act or decision or enter into any Contract or transaction not in the ordinary course of business or which could have a Material Adverse Effect on the Property, including anything that may result in the forfeiture of the Property, or which would constitute a breach of the covenants, representations or warranties of the Vendors contained in this Agreement or which would cause such covenants, representations and warranties not to be true;
- (e) where action is required to be taken by the Vendors with respect to the Property, including with respect to maintaining the Property in good standing, obtaining certificates from the applicable mining registrars evidencing that the Property has been submitted for transfer and registration under Chilean Subco name, as directed by West Pacific, and meeting any licensing requirements in connection therewith;
- (f) grant West Pacific the right to audit the prior expenditures of the Vendors in respect of the Property;
- (g) maintain the Property in good standing by paying all appropriate mining patents or other applicable fees in accordance with Chilean applicable law;
- (h) to the extent applicable, ensure that all work so performed until the Execution Date on or with respect to Property is done in material accordance with good mining practices and materially in compliance with all Applicable Laws and shall indemnify West Pacific from and against all Claims in respect of such work, including liens arising from the nonpayment of workers or suppliers;
- (i) to the extent applicable, allow West Pacific or any duly authorized agent or representative of West Pacific to inspect the Property upon giving the Vendors 48 hours prior written notice; provided, however, that it is agreed and understood that West Pacific or any such agent or representative shall not unreasonably interfere with any activity being performed in the Property (if any) and shall be at his own risk and that the Vendors shall not be liable for any loss, damage or injury incurred by West Pacific or its agent or representative arising from its inspection of the Property, however

- caused, and West Pacific and its representatives shall abide by all health and safety rules and regulations of the Vendors while accessing the Property;
- (j) provide copies of all material correspondence with any Governmental Authority in relation to the Property;
 - (k) comply with all Applicable Laws including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and similar laws in Chile;
 - (l) deliver to West Pacific the title opinion in respect of the Property by July 31, 2020;
 - (m) Revelo will execute and deliver any escrow agreement that may be required by TSXV or CSE with respect to any West Pacific Shares issuable Revelo under this Agreement on the Closing Date;
 - (n) Revelo and Minera Mena Chile Limitada will use its reasonable commercial efforts to obtain from SQM a written declaration including the following: authorization to sell the SQM Restricted Concessions; (ii) consent for lifting the mortgage and prohibitions currently affecting the SQM Restricted Concessions; and (iii) waiver and renounce of SQM right of first refusal over the SQM Restricted Concessions.
 - (o) provide all such other documents and instruments as the Parties may reasonably require.

For the avoidance of any doubt and for the clarity purposes, the Parties hereby acknowledge and agree that by means of this Agreement; (i) either Revelo nor the Vendors are assuming any compromise nor obligation to sell or promise to sell any of the SQM Restricted Concessions, and (ii) the covenant contained in section (n) above constitutes a compromise assumed by Minera Mena Chile Limitada in order to make its best effort to obtain the authorizations therein contained but shall not be deemed in any event or under any circumstance as an obligation to achieve that result.

7.2 Covenants of West Pacific

West Pacific covenants and agrees with Revelo that West Pacific shall do or cause to be done the following:

- (a) arrange for the Chilean Subco to acquire and hold the Property;
- (b) provide all such other documents and instruments as the Parties may reasonably require;
- (c) after Closing and in case of abandonment of any of the Property, to transfer any such abandoned Properties at a nominal price of \$1 per Property to the respective Vendor that originally owned such abandoned Property, provided that all costs associated with such transfer be paid by the respective Vendor, and any royalty holder of the respective Property does exercise any right to acquire the Property after the abandonment; and

- (d) including in the definitive agreement effecting the RTO, in accordance with the Pubco Agreement, the following:
- (i) Each of the board of directors and the management of the Resulting Issuer will include at least one nominee of Revelo.
 - (ii) As a condition precedent to closing the RTO, Pubco must have raised a minimum of C\$4 million in gross proceeds from the closing of a private placement, to close no later than the closing of the RTO (the "**Private Placement**"). Pricing of the Private Placement should be based on C\$0.40 per Resulting Issuer share or unit, or such other price as is acceptable under stock exchange rules, and to the parties acting reasonably. Use of proceeds of the Private Placement will be allocated primarily to advancing exploration activities on the Property including the recommended first phase of a work program in a technical report prepared in compliance with National Instrument Form 43-101F1 (the "**Technical Report**") on the Arrieros Property (which will initially be the principal property of the Resulting Issuer unless otherwise agreed by the parties).
 - (iii) Revelo will initially own 19.9% of the issued share capital in the Resulting Issuer following a minimum of C\$4M having been raised and have an anti-dilution right that will guarantee Revelo's interest in the Resulting Issuer remains at 19.9% through the raising of a total C\$6 million (including the initial C\$4 million) as a result of further equity financings. This anti-dilution right will expire upon cumulative financings of the Resulting Issuer being at least C\$6 million, inclusive of the proceeds of financings associated with the purchase of the Property and RTO. Upon expiry of the anti-dilution right, Revelo will have right to participate in subsequent equity financings for a period of two years thereafter, up to its percentage interest in the Resulting Issuer as determined at the time such participation right commences.
 - (iv) The Resulting Issuer will change its name to such name as may be agreed to between the parties acting reasonably.

7.3 Cooperation

- (a) Subject to the terms and conditions contained herein, the Parties shall cooperate and use their best efforts to take, or cause to be taken, all appropriate actions, and to make, or cause to be made, all filings necessary, proper or advisable under Applicable Laws and to consummate and make effective the transactions contemplated by this Agreement, including any and all efforts to preserve and maintain the Property in good standing, to obtain the certificates from the applicable mining registrars showing that the Property has been submitted for registration under Chilean Subco's name, after the Closing Date; and to obtain the written authorization of SQM indicated in Section 7.1(n) above.

- (b) Each of the Parties shall promptly inform the other Parties of any communication from or with any Governmental Authority regarding any of the transactions contemplated by this Agreement. If any Party or Affiliate thereof receives a request for additional information or documentary material from any such Governmental Authority with respect to the Property or the transactions contemplated by this Agreement, then such Party will endeavour in good faith to make, or cause to be made, as soon as reasonably practicable and to the extent practicable after consultation with the other Parties, an appropriate response in compliance with such request.

7.4 Representations, Warranties and Conditions

West Pacific shall use its commercially reasonable efforts to ensure that the representations and warranties set out in this Agreement are true and correct as at the date hereof, and each of the Vendors shall use its commercially reasonable efforts to ensure that the representations and warranties set out in this Agreement are true and correct as at the date hereof, and the Closing Date as if such representations and warranties were made at and as of such date, except as such representations and warranties may be affected by the occurrence of events and/or transactions that are beyond the Vendors' control or that are expressly contemplated and permitted by this Agreement and other than representations and warranties that speak of a specific date or time (in which case such representations and warranties shall be true and correct in all respects on and as of such date or time).

7.5 Notification of Certain Matters

Each Party shall give prompt notice to the other Parties of any of the following which occurs, or of which it becomes aware, following the date hereof: (i) any notice of, or other communication relating to, a default or event that, with notice or lapse of time or both, would become a default under any material Contract; (ii) the occurrence or existence of any fact, circumstance or event which would reasonably be expected to result in (A) any representation or warranty made by such Party in this Agreement or in the Schedules attached hereto, to be untrue or inaccurate or (B) the failure of any condition precedent to any Party's obligations; (iii) any notice or other communication from any third Person alleging that the consent of such third Person is or may be required in connection with the transactions contemplated by this Agreement; and (iv) any action or circumstance that results in, or could reasonably be expected to result in, a Material Adverse Effect with respect to the Property, and any material information of which it or its Affiliates becomes aware relating to the same.

7.6 Litigation Support

In the event and for so long as any Party is actively contesting or defending against any Claim, action, suit, proceeding, hearing, investigation, charge, complaint or demand in connection with: (i) any transaction contemplated by this Agreement; or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction involving the Property, the other Parties shall cooperate with the contesting or defending Party or its counsel in the defence or contest, make available its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the defence or contest, all

at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Article 11).

7.7 Taxes

The consideration includes all Taxes, such as but not limited to value added tax, income tax, consumption tax and registration tax triggered by execution and performance of this Agreement. Except for any taxes withheld in accordance to Chilean law, West Pacific will be liable before the Governmental Authorities for the payment of all Taxes resulting from the Property and transactions contemplated under this Agreement. At the request of West Pacific, the Vendors shall furnish proof of direct payment of Taxes. At the request of the Vendors, West Pacific shall furnish proof of direct payment of any tax withheld to the pertinent Governmental Authority.

7.8 Area of Interest

From the date hereof and for a period of three (3) years after the Closing Date, the Vendors hereby covenant and agree that neither they nor any of their Affiliates will, directly or indirectly, purchase, deal with, obtain, stake, make application for, claim, renew, extend (including by amendment), participate in any auction or tender process, or otherwise acquire or assist or encourage any other Person or entity to acquire any property or mineral rights comprising or within the boundaries of the Property as set forth in detail in Schedule "A" of this Agreement. If the Vendors or any of their Affiliates acquire an interest, direct or indirect, in any mineral rights or mineral property in violation of this Section 7.8, the Vendors agree that such acquisition shall be for the benefit of West Pacific or its nominee and, if West Pacific determines in its sole discretion to acquire such interest, the Vendors agree to transfer or cause any Affiliate to transfer such interest to West Pacific or its nominee and West Pacific or its nominee shall reimburse the applicable Vendor or its Affiliate, as applicable, for the costs reasonably incurred in acquiring the interest.

ARTICLE 8 CONDITIONS TO CLOSING

8.1 For the Benefit of All Parties.

The Closing shall be subject to the fulfillment of the following conditions at or 10 days prior to the Termination Date (unless otherwise indicated):

- (a) West Pacific and Pubco having executed the definitive agreement by which the RTO will be effected as agreed in the Pubco Agreement, which will contain, among other things, the applicable terms and conditions set forth herein and the representations, warranties, covenants, agreements, terms and conditions customarily found in such agreements;
- (b) Revelo and Pubco having received all required regulatory, corporate, shareholder and third party approvals, necessary to complete the purchase and sale of the Property, the RTO and the listing of the Resulting Issuer on the CSE; and
- (c) the completion of the Private Placement.

The conditions precedent set forth above are for the benefit of West Pacific and Revelo and may be waived (in writing), in whole or in part, by the mutual consent of West Pacific and Revelo on or before the Closing Date, unless otherwise indicated.

8.2 For the Benefit of West Pacific.

The Closing shall be subject to the fulfillment of the following conditions at or 10 days prior to the Termination Date (unless otherwise indicated):

- (a) satisfactory completion of technical and legal due diligence on the Property by West Pacific and Pubco to be completed within sixty (60) days of the Execution Date, including:
 - (i) the receipt of the Technical Report addressed to Pubco, in form and substance satisfactory to West Pacific and Pubco, acting reasonably;
 - (ii) the receipt of the title opinion from counsel for the Vendors, dated as at the Closing Date and addressed to Pubco, in form and substance satisfactory to West Pacific and Pubco, acting reasonably;
 - (iii) no liens, financial liabilities, or similar obligations shall exist in respect of the Property other than the Royalties and Permitted Encumbrances;
- (b) Revelo and the Vendors will have complied in all material respects with all of its covenants contained in this Agreement and all ancillary documents pertaining to the transactions contemplated herein;
- (c) the representations and warranties of Revelo and the Vendors contained in this Agreement being true in all material respects as if such representations and warranties had been made by Revelo and the Vendors (as applicable) as of the Closing (except to the extent such representations and warranties speak as to an earlier date, in which event they will be true as of such earlier date, or except as affected by events and/or transactions that are beyond Revelo and Vendors' control or are specifically permitted or contemplated by this Agreement);
- (d) all consents, waivers, and approvals required to be obtained by Revelo and the Vendors from a counter-party to a material contract of Revelo or the Vendors required in connection with, or to permit the consummation of the transactions contemplated hereby will have been obtained on conditions satisfactory to West Pacific acting reasonably; and
- (e) the absence of any Material Adverse Effect in respect of the Property and the business, affairs, financial condition, prospects, assets, liabilities or operations of Revelo and the Vendors since the Execution Date.

The conditions precedent set forth above are for the exclusive benefit of West Pacific and may be waived in writing, in whole or in part, by West Pacific on or before the Closing Date unless otherwise indicated.

8.3 For the Benefit of Revelo.

The Closing shall be subject to the fulfillment of the following conditions at or 10 days prior to the Termination Date (unless otherwise indicated):

- (a) West Pacific will have complied in all material respects with all of its covenants and agreements contained in this Agreement and all ancillary documents pertaining to the transactions contemplated herein;
- (b) the representations and warranties of West Pacific contained in this Agreement being true in all material respects as if such representations and warranties had been made by West Pacific as of the Closing (except to the extent such representations and warranties speak as to an earlier date, or except as affected by events and/or transactions that are beyond West Pacific's control or are specifically permitted or contemplated by this Agreement in which event they will be true as of such earlier date);
- (c) all consents, waivers, and approvals required to be obtained West Pacific from a counter-party to a material contract of West Pacific required in connection with, or to permit the consummation of the transactions contemplated hereby will have been obtained on conditions satisfactory to Revelo acting reasonably;
- (d) the absence of any Material Adverse Effect in the business, affairs, financial condition, prospects, assets, liabilities or operations of West Pacific since the Execution Date.

The conditions precedent set forth above are for the exclusive benefit of Revelo and may be waived (in writing) by Revelo in whole or in part on or before the Closing (unless otherwise indicated).

ARTICLE 9 CLOSING

9.1 Closing Date

The Closing shall occur on the date which shall take place five (5) Business Days after the Parties have satisfied or waived all of the conditions set out in Sections 8.1, 8.2 and 8.3 of this Agreement or such earlier or later date as West Pacific and Revelo may agree (the "**Closing Date**") at 11:00 a.m. (Vancouver time) (the "**Closing Time**"). If the Closing Date does not occur by the Termination Date, then this Agreement will automatically terminate on the Termination Date.

9.2 Deliveries on Closing

On the Closing Date:

- (a) Revelo, on behalf of itself and the Vendors, shall deliver to West Pacific:
 - (i) a certified copy of the resolutions of the directors of Revelo;

- (ii) certified copy of the resolutions of the shareholders or partners of each of the Vendors, as applicable, approving the sale of the Property pursuant to the terms of this Agreement;
 - (iii) a copy of the Technical Report;
 - (iv) a copy of the title opinion on the Property;
 - (v) duly executed Purchase Deeds;
 - (vi) a copy of a conditional approval letter from the TSXV approving the terms of this Agreement and the proposed transactions contemplated hereby;
 - (vii) a copy of the escrow agreement duly executed by Revelo, if required by the TSXV or CSE;
 - (viii) all Technical Information and any other information concerning the Property that has not been already delivered to West Pacific; and
 - (ix) the opinions of Revelo's counsel and the Vendors' counsel relating to the transactions contemplated in this Agreement (including the sale of the Property and the registration of such Property with Chilean authorities), all in a form satisfactory to West Pacific and West Pacific's Counsel, acting reasonably.
- (b) West Pacific shall deliver to Revelo:
- (i) a certified copy of the resolution of the directors of West Pacific authorizing the allotment and issuance of a number of West Pacific Shares equal to Share Consideration and the purchase of the Property pursuant to the terms of this Agreement; and
 - (ii) a copy of the duly executed share certificates of West Pacific representing the Share Consideration registered in the name or Revelo, as set out in subsection 2.22.2(b).

ARTICLE 10 CONFIDENTIALITY AND INFORMATION

10.1 Confidentiality of Information

All information provided to or received by the Parties hereunder shall be treated as Confidential ("**Confidential Information**"). West Pacific and the Vendors shall each solicit the consent of the other to the disclosure of Confidential Information in circumstances other than those set forth in Section 10.2 and such consent shall not be unreasonably withheld or delayed.

10.2 Permitted Disclosure

The consent required by Section 10.1 shall not apply to a disclosure to:

- (a) comply with any Applicable Laws, stock exchange rules or a regulatory authority having jurisdiction;
- (b) a director, officer or employee of a Party;

- (c) an Affiliate of a Party;
- (d) a consultant, contractor or subcontractor of a Party that has a bona fide need to be informed;
- (e) any third party to whom the disclosing Party may assign any of its rights under this Agreement; or
- (f) a bank or other financial institution from which the disclosing Party is seeking equity or debt financing,

provided, however, that in the case of Subsections 10.2(e) and 10.2(f) the third party or parties, as the case may be, agree to maintain in Confidence for a period of not less than two years any of the Confidential Information so disclosed to them.

10.3 Exception

The obligations of confidence and prohibitions against use under this Agreement shall not apply to information that the disclosing Party can show by reasonable documentary evidence or otherwise:

- (a) as of the date hereof, was in the public domain;
- (b) after the date hereof, was published or otherwise became part of the public domain through no fault of the disclosing party or an Affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain);
- (c) was information that the disclosing party or its Affiliates were required to disclose pursuant to the order of any Governmental Authority or judicial authority.

ARTICLE 11 INDEMNIFICATION

11.1 Indemnification to West Pacific

Revelo and the Vendors agree to indemnify, defend and hold West Pacific, its respective Affiliates and each of their respective shareholders, members, officers, directors, managers, employees and successors and permitted assigns (collectively hereinafter referred to as the "**Purchaser's Indemnified Persons**"), harmless from and against any and all obligations, payments, assessments, judgments, penalties, costs and expenses (including interest, penalties and attorneys' fees and expenses), losses, liabilities and damages (collectively, the "**Losses**") as incurred, asserted against or suffered by any of Purchaser's Indemnified Persons, relating to, resulting from or arising out of: (a) any breach of any representation or warranty of Revelo and the Vendors in this Agreement as of the Closing (except to the extent such representations and warranties speak as to an earlier date, or except as affected by events and/or transactions that are beyond the control of Revelo and the Vendors or are specifically permitted or contemplated by this Agreement); and (b) any breach of any covenant, undertaking, agreement or other obligation of Revelo and the

Vendors under this Agreement. For the avoidance of doubt, a Purchaser's Indemnified Person shall not have the right to be indemnified more than once for one single indemnifiable event.

11.2 Indemnifications to the Vendors

West Pacific agrees to indemnify, defend and hold Revelo and the Vendors, its Affiliates and each of their respective shareholders, members, officers, directors, managers, employees and successors and permitted assigns (collectively hereinafter referred to as the "**Vendors' Indemnified Persons**"), harmless from and against any and all Losses as incurred, asserted against or suffered by any of Vendors' Indemnified Persons relating to, resulting from or arising out of: (a) any breach or any inaccuracy of any representation or warranty of West Pacific in this Agreement as of the Closing (except to the extent such representations and warranties speak as to an earlier date, or except as affected by events and/or transactions that are beyond the Vendors control or are specifically permitted or contemplated by this Agreement); and (b) the breach of any covenant, undertaking, agreement or other obligation of West Pacific under this Agreement. For the avoidance of doubt, a Vendors' Indemnified Person shall not have the right to be indemnified more than once for one single indemnifiable event.

11.3 Certain Limitations

- (a) Neither Revelo and the Vendors under Section 11.1(a) nor West Pacific under Section 11.2(a) shall be liable for any individual indemnifiable Loss (or any Losses that together are based on substantially the same facts or circumstances) unless and until the amount thereof exceeds \$10,000, in which case they shall be liable for the entire amount of such Loss.
- (b) Except in the case of fraud, intentional misrepresentation or willful misconduct vis a vis the other Party, the maximum aggregate liability of Revelo and the Vendors or West Pacific pursuant to this Agreement shall not in any circumstance exceed the amount equivalent to 100% of the Share Consideration.
- (c) To the fullest extent permitted by law, none of Revelo or the Vendors or West Pacific will be liable to the other for any claims, demands or suits for any consequential, special, indirect, exemplary or punitive damages, whether arising in contract or tort (including negligence, whether sole, joint or concurrent or strict liability).
- (d) The indemnity amount of any Losses shall be reduced by: (i) any insurance indemnities effectively paid to or recovered by Purchaser's Indemnified Persons or to Vendors' Indemnified Persons, as the case may be, relating to the respective Losses (less all costs incurred by the respective Person to obtain payment of such insurance); and/or (ii) indemnities, contributions or other similar payments recoverable by Purchaser's Indemnified Persons or to Vendors' Indemnified Persons, as the case may be, by virtue of such Losses (the amounts set forth in numbers (i) and (ii) being, "Third-Party Recoveries"). The relevant Indemnified Party shall use commercially reasonable efforts to collect any Third-Party Recoveries. In any case where an Indemnified Party receives a Third-Party

Recovery following indemnity payment hereunder to such Indemnified Party, then the Indemnified Party shall promptly pay over to the Indemnifying Party (x) the amount of such Third-Party Recovery or, if less, (y) the amount previously paid by the Indemnifying Party less any applicable taxes.

11.4 Exclusive Remedy

From and after the Closing, except for fraud, intentional misrepresentation or willful misconduct, the monetary remedies set forth in this Article 11 shall provide the sole and exclusive remedies arising out of or in connection with any breach or alleged breach of any representation, warranty or covenant made herein. The Parties acknowledge and agree that the remedies available in this Section 11 supersede any other remedies available at law or in equity including rights of rescission and claims arising under Applicable Law. The Parties covenant not to sue, assert any arbitration claim or otherwise threaten any claim other than those described in this Article 11 as being available under the particular circumstances described in this Article 11.

11.5 Third Party and Direct Claims.

- (a) If any Indemnified Party receives notice of the assertion of any claim or of the commencement of any claim, action or proceeding made or brought by any Person who is not a Party or an Affiliate of a Party (a "**Third Party Claim**") with respect to which indemnification is to be sought from an Indemnifying Party, the Indemnified Party will give such Indemnifying Party reasonably prompt written notice thereof within 1/3 (one-third) of the legal defense period pursuant to applicable Law; provided, however, that a failure to give timely notice will not affect the rights or obligations of any Indemnified Party except if, and only to the extent that, as a result of such failure, the Indemnifying Party was actually prejudiced. Such notice will describe the nature of the Third Party Claim in reasonable detail and will indicate the amount (estimated, if necessary) of the Loss that has been or may be sustained by the Indemnified Party. The Indemnified Party and the Indemnifying Party agree to keep each other reasonably apprised of any additional information concerning any Third Party Claim.
- (b) If a Third Party Claim is made against an Indemnified Party, the Indemnifying Party will be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the Indemnifying Party by delivering written notice to the Indemnified Party. If the Indemnifying Party elects to assume the defense of a Third Party Claim, the Indemnified Party (i) will cooperate in all reasonable respects with the Indemnifying Party in connection with such defense and (ii) shall agree to any settlement, compromise or discharge which the Indemnifying Party may recommend and which by its terms definitely releases the Indemnified Party and its Affiliates from all Losses in connection with such Third-Party Claim, so long as such settlement or compromise does not impose a non-monetary remedy on the Indemnified Party, result in any damage to the reputation of the Indemnified Party and/or create adverse precedent which may likely be pursued by similar claimants in recurring claims. In the event the Indemnifying Party assumes the defense of any Third Party Claim, the Indemnified Party will be entitled to participate in (but not control) such defense with its own counsel at its own expense. The Indemnifying Party will keep

such Indemnified Party reasonably apprised of the status of the claim, liability or expense and any resulting suit, proceeding or enforcement action. In no event shall the Indemnified Party be able to settle any Third-Party Claim without the Indemnifying Party's prior written consent, except that if the Indemnifying Party does not assume the defense of any Third Party Claim as specified above or within 15 days of receiving a request for consent to a settlement from the Indemnified Party, such consent shall not to be unreasonably withheld.

- (c) Any action by an Indemnified Party on account of any Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnified Party notice thereof (the "**Notice of Direct Claim**"). Such Notice of Direct Claim by the Indemnified Party shall describe the Direct Claim in reasonable detail, include copies of all material written evidence thereof and indicate the estimated amount of, the Loss that has been or may be sustained by the Indemnified Party. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance as the Indemnifying Party or any of its professional advisors may reasonably request. Should the Indemnifying Party agree in writing (i) to be liable for the payment of the Loss in question and (ii) with the amount presented in the Notice of Direct Claim, the Direct Claim shall be construed as a Loss for the purposes of this Agreement, and subject to provisions of this Article 11, the Indemnifying Party shall pay to the Indemnified Party the amount of the Loss as set forth in Section 11.6. Should the Indemnifying Party inform, in its response, that it is not liable for the claimed indemnity or that it does not agree with the amount of the Loss presented in the Notice of Direct Claim (or should the Indemnifying Party fail to respond to a Notice of Direct Claim within 30 days), the Parties will proceed in good faith to negotiate a resolution of such dispute, and if not resolved within the following 30 days, such dispute shall be resolved fully and finally by the dispute resolution provisions, as per Section 13.2.

11.6 Payment of Indemnification

- (a) Notwithstanding anything in contrary in this Article 11, no payment for indemnification of Losses in respect of Direct Claims shall be made by the Vendors or West Pacific, as applicable, to the Indemnified Party pursuant to this Agreement until (i) an arbitral award is issued against Purchaser's Indemnified Persons or Vendors' Indemnified Persons, as the case may be; or (ii) Vendors and West Pacific agree, in writing, that such indemnity is certain and due by one Party to the other, as applicable.
- (b) Notwithstanding anything to the contrary in this Article 11, no payment for indemnification of Losses in respect of Third Party Claims shall be made by the Vendors or West Pacific, as applicable, to the Indemnified Party pursuant to this Agreement until a final non-appealable decision is issued, provided however, that an Indemnified Party will be entitled to receive payment for indemnification of Losses without a final non-appealable decision only and to the extent that: (i) the court or

authority with jurisdiction over the matter giving rise to the payment for indemnification expressly compels payment of such Third Party Claim as a legal requirement or (ii) where the Indemnified Party is entitled to settle, compromise or discharge such Third Party Claim pursuant to Section 11.5.

- (c) An Indemnifying Party shall make payment of any Losses that it is required to indemnify within 30 days as from the date it became due under items (a) and (b) of this Section 11.6 by wire transfer of immediately available funds. The Parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such period, any amount payable shall accrue interest at a rate of to 1.5%, compounded monthly.

11.7 Obligation to Mitigate Risks of Loss

The Indemnified Party shall use all reasonable efforts to mitigate any Loss that may be indemnifiable under this Agreement.

ARTICLE 12 TERMINATION

12.1 By West Pacific and Revelo

- (a) West Pacific and Revelo may terminate this Agreement at any time prior to the Termination Date by mutual written agreement; and
- (b) each of West Pacific and Revelo may terminate this Agreement if the Closing does not occur on or before the Termination Date, provided, that the right to terminate this Agreement under this Section 12.1 shall not be available to any Party whose failure to fulfill any of its obligations under this Agreement has been the cause of or resulted in the failure to consummate the transactions contemplated hereby by such date.

12.2 By West Pacific

This Agreement may be terminated by West Pacific in the event of any breach of any representation or warranty or failure to perform any covenant or agreement on the part of Revelo and the Vendors set forth in this Agreement that will have occurred that would cause the conditions set forth in Sections 8.1 and 8.2 of this Agreement not to be satisfied, and such conditions are incapable of being satisfied by the Termination Date, as reasonably determined by West Pacific; provided, however, that (i) West Pacific is not then in material breach of any of its representations, warranties or covenants under this Agreement and (ii) that if such breach is capable of being cured prior to the Termination Date, Revelo has been given notice of and 10 days to cure any such misrepresentation, breach or non-performance and fails to cure such misrepresentation, breach or non-performance by the end of such 10 day period.

12.3 By Revelo

This Agreement may be terminated by Revelo in the event of a breach of any representation or warranty or failure to perform any covenant or agreement on the part of West Pacific set forth in

this Agreement, that will have occurred that would cause the conditions set forth in Sections 8.1 and 8.3 of this Agreement not to be satisfied, and such conditions are incapable of being satisfied by the Termination Date, as reasonably determined by Revelo; provided, however, that (i) Revelo is not then in material breach of any of its representations, warranties or covenants under this Agreement and (ii) that if such breach is capable of being cured prior to the Termination Date, West Pacific has been given notice of and 10 days to cure any such misrepresentation, breach or non-performance and fails to cure such misrepresentation, breach or non-performance by the end of such 10 day period.

ARTICLE 13 GENERAL

13.1 No Waiver.

Neither the failure nor any delay on the part of either Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

13.2 Applicable Law.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the Applicable Laws of the province of British Columbia.

13.3 Attorney's Fees.

In the event that any litigation shall arise between the Parties hereto based, in whole or in part, upon this Agreement or any provisions contained herein, the prevailing Party in any litigation shall be entitled to recover from the non-prevailing Party, and shall be awarded by a court of competent jurisdiction, any and all reasonable fees and disbursements of trial and appellate counsel paid, incurred or suffered by such prevailing Party as the result of, arising from, or in connection with, any such litigation.

13.4 Expenses.

Each Party to this Agreement shall pay its respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and all documents and instruments executed or delivered pursuant to this Agreement, as well as any other fees, costs and expenses incurred, unless otherwise specifically set out in this Agreement.

13.5 Further Assurances.

The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

13.6 Notices.

Any notice, demand, request, instruction, correspondence or other document to be given hereunder by any Party hereto to another (each, a "**Notice**") shall be in writing and delivered personally, by courier service registered or certified mail (postage prepaid and return receipt requested), to the address set forth below:

West Pacific:

West Pacific Ventures Corp.
636 - 666 Burrard Street
Vancouver, British Columbia V6C 3P6
Attention: Almunir Kamdar, President
Email: ak@metalmountainresources.com
Copy by email to: elm@mortonlaw.ca

Revelo and the Vendors:

Revelo Resources Corp.
Suite 501, 543 Granville Street
Vancouver, British Columbia V6C 1X8
Attention: Mr. Timothy J. Beale, President & CEO
Email: TBeale@reveloresources.com

Each of the above addresses may be changed by providing appropriate notice in conformity with the provisions hereof. Notice shall be deemed given and effective when delivered at the address specified in this Section 13.6 (or in accordance with the latest unrevoked written address from such Party).

13.7 Assignment.

Neither Party may assign this Agreement nor any of its rights (including the call rights granted herein), benefits or obligations hereunder without the prior written consent of the other Parties hereto.

13.8 Binding Nature of Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

13.9 No Third Party Beneficiaries.

Nothing expressed or implied in this Agreement is intended, or shall be construed to confer rights or remedies upon any Persons not a Party hereto (including security holders, employees or

creditors of the Parties), as against the other Parties or any of their respective Affiliates, directors, officers, agents and employees.

13.10 Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Laws, but if any provision of this Agreement is held to be prohibited by or invalid under Applicable Laws, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13.11 Announcement and Communications.

Revelo shall publicly announce the transactions contemplated hereby promptly following the execution of this Agreement by each of the Parties, the text and timing of Revelo's announcements to be approved by West Pacific in advance, acting reasonably. No Party shall: (i) issue any press release or otherwise make public announcements with respect to this Agreement or the transactions contemplated hereby without the prior consent of the other Party (which consent shall not be unreasonably withheld or delayed); or (ii) make any filing with any Governmental Authority with respect thereto without prior consultation with the other Party and each Party shall reasonably consider comments provided by the other Party in respect of any such filing with a Governmental Authority; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under Applicable Laws or stock exchange rules, and the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written Notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

13.12 Number, Gender, Etc.

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

13.13 Non-Merger.

Except as otherwise expressly provided in this Agreement, the representations, warranties, covenants and agreements shall not merge on and shall survive the Closing Date and, notwithstanding any investigation made by or on behalf of any party, shall continue in full force and effect.

13.14 No Presumption.

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or

disfavouring either Party by virtue of the authorship of any provision of this Agreement or the payment of any legal services associated therewith.

13.15 Counterparts; Facsimile.

This Agreement may be executed in multiple counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument. Any signature page delivered by facsimile shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto. Any Party who delivers such a signature page agrees to later deliver an original counterpart to any Party who requests it.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have hereunto duly executed this Agreement as of the date first written above, with the understanding that this Agreement is subject to regulatory approval and approval by each of the Parties' respective board of directors.

WEST PACIFIC VENTURES CORP.

By: "Almunir Kamdar"

Name: Almunir Kamdar

Title: Director

REVELO RESOURCES CORP.

By: "Timothy J. Beale"

Name: Timothy J. Beale

Title: President

SOCIEDAD CONTRACTUAL MINERA MONTEZUMA

By: "Timothy J. Beale"

Name: Timothy J. Beale

Title: Power of Attorney

SOCIEDAD CONTRACTUAL MINERA PAMPA BUENOS AIRES

By: "Timothy J. Beale"

Name: Timothy J. Beale

Title: Power of Attorney

MINERA SERENA MINING CHILE LIMITADA

By: "Timothy J. Beale"

Name: Timothy J. Beale

Title: Power of Attorney

MINERA MENA CHILE LIMITADA

By: "Timothy J. Beale"

Name: Timothy J. Beale

Title: Power of Attorney

SCHEDULE "A"

LEGAL DESCRIPTION OF THE PROPERTY AND ROYALTIES

Section I - Mining Concessions

1. Sociedad Contractual Minera Montezuma ("Montezuma")

Arrieros Project

A. Exploitation Mining Concessions

	NAME	STATUS
1	MONTEZUMA 27 1 AL 30	Constituted
2	TOPATER 6 1 AL 30	Constituted
3	TOPATER 7 1 AL 30	Constituted
4	TOPATER 8 1 AL 30	Constituted
5	TOPATER 9 1 AL 30	Constituted
6	TOPATER 10 1 AL 30	Constituted
7	TOPATER 13 1 AL 30	Constituted
8	TOPATER 14 1 AL 30	Constituted

B. Exploration Mining Concessions

	NAME	STATUS
1	FLANCO ESTE IV 1	Constituted
2	FLANCO ESTE IV 2	Constituted
3	FLANCO ESTE IV 3	Constituted
4	FLANCO ESTE IV 4	Constituted
5	FLANCO ESTE IV 5	Constituted
6	FLANCO ESTE IV 6	Constituted
7	FLANCO ESTE IV 7	Constituted

8	FLANCO ESTE IV 8	Constituted
9	FLANCO ESTE IV 9	Constituted
10	FLANCO ESTE IV 10	Constituted
11	FLANCO ESTE IV 11	Constituted
12	FLANCO ESTE IV 12	Constituted
13	FLANCO ESTE IV 13	Constituted
14	FLANCO ESTE IV 14	Constituted
15	FLANCO ESTE IV 15	Constituted
16	FLANCO ESTE IV 16	Constituted
17	FLANCO ESTE IV 17	Constituted
18	FLANCO ESTE IV 18	Constituted
19	FLANCO ESTE IV 19	Constituted
20	FLANCO ESTE IV 20	Constituted
21	FLANCO ESTE IV 21	Constituted
22	FLANCO ESTE IV 22	Constituted
23	FLANCO ESTE IV 24	Constituted
24	FLANCO ESTE IV 25	Constituted
25	FLANCO ESTE IV 26	Constituted
26	FLANCO ESTE IV 27	Constituted
27	FLANCO ESTE IV 28	Constituted
28	FLANCO ESTE IV 29	Constituted
29	FLANCO ESTE IV 30	Constituted
30	FLANCO ESTE IV 33	Constituted
31	FLANCO ESTE IV 34	Constituted

32	FLANCO ESTE IV 35	Constituted
33	FLANCO ESTE IV 36	Constituted
34	FLANCO ESTE IV 37	Constituted
35	FLANCO ESTE IV 38	Constituted
36	MONTEZUMA V 10	Constituted
37	MONTEZUMA V 15	Constituted
38	MONTEZUMA V 16	Constituted
39	MONTEZUMA V 21	Constituted
40	MONTEZUMA V 22	Constituted
41	LIMA II 3	Constituted

2. Serena Mining Chile Limitada (“Serena Mining”)

2.1. Redondo Verónica Project

A. Exploitation Mining Concessions

	NAME	STATUS
1	GABRIELA 71 1 AL 20	Constituted
2	GABRIELA 72 1 AL 30	Constituted
3	GABRIELA 73 1 AL 30	Constituted
4	GABRIELA 74 1 AL 30	Constituted
5	GABRIELA 75 1 AL 30	Constituted
6	GABRIELA 76 1 AL 30	Constituted
7	GABRIELA 77 1 AL 30	Constituted
8	GABRIELA 78 1 AL 30	Constituted
9	GABRIELA 79 1 AL 30	Constituted
10	GABRIELA 80 1 AL 30	Constituted

11	GABRIELA 81 1 AL 30	Constituted
12	GABRIELA 82 1 AL 30	Constituted
13	GABRIELA 83 1 AL 30	Constituted
14	GABRIELA 84 1 AL 20	Constituted
15	GABRIELA 85 1 AL 20	Constituted
16	GABRIELA 86 1 AL 30	Constituted
17	GABRIELA 87 1 AL 30	Constituted
18	GABRIELA 88 1 AL 20	Constituted

2.2. Block 2 Project

A. Exploration Mining Concessions

	NAME	STATUS
1	LOMAS SUR V 98	Constituted
2	RELLENO V 1	Constituted
3	RELLENO V 3	Constituted
4	RELLENO V 4	Constituted
5	RELLENO V 6	Constituted
6	RELLENO V 7	Constituted
7	RELLENO V 8	Constituted
8	RELLENO V 9	Constituted
9	RELLENO V 10	Constituted
10	RELLENO V 2	Constituted
11	RELLENO V 5	Pending

2.3. Block 3 Project

A. Exploitation Mining Concessions

	NAME	STATUS
1	DOMEYKO II 125 1 AL 40	Constituted
2	DOMEYKO II 127 1 AL 60	Constituted
3	DOMEYKO II 128 1 AL 60	Constituted
4	DOMEYKO II 160 1 AL 20	Constituted

B. Exploration Mining Concessions

	NAME	STATUS
1	DOMEYKO IV 96	Constituted
2	DOMEYKO IV 97	Constituted
3	DOMEYKO IV 98	Constituted
4	DOMEYKO IV 99	Constituted
5	DOMEYKO IV 100	Constituted
6	DOMEYKO IV 101	Constituted
7	DOMEYKO IV 102	Constituted
8	DOMEYKO IV 107	Constituted
9	DOMEYKO IV 108	Constituted
10	DOMEYKO IV 109	Constituted
11	DOMEYKO IV 110	Constituted
12	DOMEYKO IV 111	Constituted
13	DOMEYKO IV 112	Constituted
14	DOMEYKO IV 113	Constituted
15	DOMEYKO IV 114	Constituted

16	DOMEYKO IV 115	Constituted
17	DOMEYKO IV 123	Constituted
18	DOMEYKO IV 124	Constituted
19	DOMEYKO IV 125	Constituted
20	DOMEYKO IV 127	Constituted
21	DOMEYKO IV 128	Constituted
22	DOMEYKO IV 129	Constituted
23	DOMEYKO IV 130	Constituted
24	DOMEYKO IV 131	Constituted
25	DOMEYKO IV 139	Constituted
26	DOMEYKO IV 140	Constituted
27	DOMEYKO IV 141	Constituted
28	DOMEYKO IV 142	Constituted
29	DOMEYKO IV 143	Constituted
30	DOMEYKO IV 144	Constituted
31	DOMEYKO IV 145	Constituted
32	DOMEYKO IV 146	Constituted
33	DOMEYKO IV 154	Constituted
34	DOMEYKO IV 155	Constituted
35	DOMEYKO IV 156	Constituted
36	DOMEYKO IV 157	Constituted
37	DOMEYKO IV 158	Constituted
38	DOMEYKO IV 159	Constituted

2.4. Block 4 Project

A. Exploitation Mining Concessions

	NAME	STATUS
1	RIO FRÍO IV 9, 1 AL 60	Constituted
2	RIO FRÍO IV 8, 1 AL 60	Constituted
3	RIO FRÍO IV 7, 1 AL 60	Constituted
4	RIO FRÍO IV 6, 1 AL 60	Constituted
5	RIO FRÍO IV 5, 1 AL 60	Constituted
6	RIO FRÍO IV 24, 1 AL 50	Constituted

B. Exploration Mining Concessions

	NAME	STATUS
1	RIO FRIO VI 14	Constituted
2	RIO FRIO V 36	Constituted
3	RIO FRIO V 24	Constituted
4	RIO FRIO V 32	Constituted
5	RIO FRIO V 33	Constituted
6	RIO FRIO V 34	Constituted
7	RIO FRIO V 35	Constituted
8	RIO FRIO VI 13	Constituted
9	RIO FRIO VI 11	Constituted
10	RIO FRIO VI 15	Constituted
11	RIO FRIO VI 12	Pending

3. Sociedad Contractual Minera Pampa Buenos Aires (“Pampa Buenos Aires”)

3.1. Cerro Blanco Project

A. Exploitation Mining Concessions

	NAME	STATUS
1	EMILIA TERCERA 56 1 AL 20	Constituted
2	EMILIA TERCERA 69 1 AL 30	Constituted
3	EMILIA TERCERA 48 1 AL 60	Constituted
4	EMILIA TERCERA 47 1 AL 60	Constituted
5	EMILIA TERCERA 46 1 AL 60	Constituted
6	EMILIA TERCERA 45 1 AL 60	Constituted
7	EMILIA TERCERA 43 1 AL 60	Constituted
8	EMILIA TERCERA 44 1 AL 60	Constituted
9	EMILIA TERCERA 35 1 AL 60	Constituted
10	EMILIA TERCERA 33 1 AL 60	Constituted
11	EMILIA TERCERA 32 1 AL 60	Constituted
12	EMILIA QUINTA 1 1/60	Constituted
13	EMILIA QUINTA 2 1/60	Constituted
14	EMILIA QUINTA 3 1/60	Constituted
15	EMILIA QUINTA 49 1/60	Constituted
16	EMILIA QUINTA 55 1/40	Constituted

B. Exploration Mining Concessions

	NAME	STATE
1	EMILY II 32	Constituted
2	EMILY II 35	Constituted

3	EMILY II 50	Constituted
4	EMILY III 29A	Constituted
5	EMILY III 34	Constituted
6	EMILY III 31	Pending
7	EMILY III 32	Pending
8	EMILY III 33	Pending
9	EMILY III 35	Pending

3.2. Cerro Buenos Aires Project

A. Exploitation Mining Concessions

	NAME	STATUS
1	EMILY PRIMERA 3, 1 AL 50	Constituted
2	EMILY PRIMERA 4, 1 AL 60	Constituted
3	EMILY PRIMERA 5, 1 AL 60	Constituted
4	EMILY PRIMERA 6, 1 AL 50	Constituted
5	EMILY PRIMERA 7, 1 AL 40	Constituted
6	EMILY PRIMERA 8, 1 AL 60	Constituted
7	EMILY PRIMERA 9, 1 AL 40	Constituted
8	EMILIANA PRIMERA 1, 1 AL 60	Constituted
9	EMILIANA PRIMERA 2, 1 AL 60	Constituted
10	EMILIANA PRIMERA 4, 1 AL 40	Constituted
11	EMILIANA PRIMERA 9, 1 AL 60	Constituted
12	EMILIANA I 54, 1 AL 40	Constituted
13	EMILIANA I 55, 1 AL 60	Constituted
14	EMILY I 56, 1 AL 30	Constituted

15	EMILY I 44, 1 AL 40	Pending
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B. Exploration Mining Concessions

	NAME	STATUS
1	EMILIANA II 54	Constituted
2	EMILIANA II 55	Constituted
3	EMILY II 51	Constituted
4	EMILY II 53	Constituted
5	EMILY II 54	Constituted
6	EMILY II 55	Constituted
7	EMILY II 57	Constituted
8	EMILIANA II 36	Constituted
9	EMILIANA II 37	Constituted
10	EMILY II 56	Constituted
11	EMILY II 58	Constituted
12	EMILY II 59	Constituted
13	EMILY II 44	Constituted
14	EMILY III 1	Constituted
15	EMILY III 2	Constituted
16	EMILIANA III 3	Constituted
17	EMILIANA III 5	Constituted
18	EMILIANA III 6	Constituted
19	EMILIANA III 7	Pending
20	EMILIANA III 8	Constituted

21	EMILIANA III 10	Constituted
22	EMILIANA III 13	Constituted
23	EMILY III 52	Pending
24	EMILY III 53	Pending
25	EMILY III 57	Pending

4. Minera Mena Chile Limitada (“Minera Mena”)

4.1. Morros Blancos Project

A. Exploitation Mining Concessions

	NAME	STATUS
1	SAN GUILLERMO 23 1 AL 30	Constituted
2	SAN GUILLERMO 24 1 AL 30	Constituted
3	SAN GUILLERMO 28 1 AL 8	Constituted
4	MINA 1 AL 5	Constituted
5	COLORADA 1 1 AL 30	Constituted
6	COLORADA 2 1 AL 30	Constituted
7	COLORADA 3 1 AL 30	Constituted
8	COLORADA 7 1 AL 21	Constituted
9	COLORADA 7 22 AL 23	Constituted
10	COLORADA 8 1 AL 20	Constituted
11	COLORADA 9 1 AL 30	Constituted
12	GUILLE SUR 3 DEL 1 AL 10	Constituted
13	GUILLE SUR 1C, 1 AL 60	Constituted
14	GUILLE SUR 2C, 1 AL 60	Constituted
15	GUILLE SUR 3C, 1 AL 40	Constituted

16	GUILLE SUR 4C, 1 AL 60	Constituted
17	GUILLE SUR 5C, 1 AL 60	Constituted
18	GUILLE SUR 6C, 1 AL 60	Constituted

B. Exploration Mining Concessions

	NAME	STATUS
1	GUILLE SUR 1D	Constituted
2	GUILLE SUR 2D	Constituted
3	GUILLE SUR 3D	Constituted
4	GUILLE SUR 4D	Constituted
5	GUILLE SUR 5D	Constituted
6	GUILLE SUR 6D	Constituted
7	GUILLE SUR 10D	Constituted
8	CABELLO 1E	Constituted
9	CABELLO 2E	Constituted
10	CABELLO 3E	Constituted
11	GUILLE 1E	Constituted
12	GUILLE 2E	Constituted
13	CABELLO 4F	Constituted
14	CABELLO 5F	Constituted
15	CABELLO 6F	Constituted
16	CABELLO 8F	Constituted
17	CABELLO 9F	Constituted
18	CABELLO 10F	Constituted

Section II – Royalties

1. Sociedad Contractual Minera Montezuma

Arrieros Project

A. Royalty in favor of Maverix Metals Inc.:

By means of public deed dated March 03, 2017, granted before the Notary Public of Santiago by Mrs. Antonieta Mendoza Escalas, registered under No. 1365 and entered into by and between Montezuma and Minera Newmont Chile Limitada ("**Newmont**"), Montezuma granted Newmont a royalty over mining concessions (the "**Maverix Royalty Agreement**").

By means of private document dated June 28, 2018, Newmont assigned its royalty to Maverix Metals Inc. ("**Maverix**"). Said assignment was then ratified by means of public deed dated September 10, 2018, granted before the Notary Public of Santiago by Mr. Patricio Raby Benavente and registered under No. 9245.

Pursuant to Article Three of the Maverix Royalty Agreement, Montezuma must pay Maverix a royalty equal to 1% of the net return from the smelter / NSR / from the sale or disposal of minerals extracted from each and every one of the Arrieros Project's mining concessions (the "**Maverix Royalty**").

B. Royalty in favor of EMX Chile SpA:

By means of public deed dated March 20, 2020, granted before the Notary Public of Santiago of Ms. Antonieta Mendoza Escalas, registered under No. 1791 and entered into by and between Montezuma and EMX Chile SpA ("**EMX**"), Montezuma granted EMX a royalty over mining concessions (the "**EMX-Montezuma Royalty Agreement**").

Pursuant to Article Three of the EMX-Montezuma Royalty Agreement, Montezuma must pay EMX a royalty equivalent to 1% of the Net Smelter Return /NSR/ from the sale or disposal of minerals extracted from each and every one of the Arrieros Project's mining concessions (the "**EMX-Arrieros Royalty**").

2. Serena Mining Chile Limitada

2.1. Redondo Verónica Project

Royalty in favor of EMX:

By means of public deed dated March 20, 2020, granted before the Notary Public of Santiago of Ms. Antonieta Mendoza Escalas, registered under No. 1789 and entered into by and between Serena Mining and EMX, Serena Mining granted EMX a royalty over mining concessions (the "**EMX-Serena Mining Royalty Agreement**").

Pursuant to Article Three of the EMX-Serena Mining Royalty Agreement, Serena Mining must pay EMX a royalty equivalent to 1% of the Net Smelter Return /NSR/ from the sale or disposal of minerals extracted from each and every one of the Redondo Verónica Project's mining concessions (the "**EMX-Redondo Victoria Royalty**").

2.2. Block 2 Project

Royalty in favor of EMX:

Pursuant to Article Three of the EMX-Serena Mining Royalty Agreement, Serena Mining must pay EMX a royalty equivalent to 1% of the Net Smelter Return /NSR/ from the sale or disposal of minerals extracted from each and every one of the Block 2 Project's mining concessions (the "**EMX-Block 2 Royalty**").

2.3. Block 3 Project

EMX-Block 3 Royalty:

Pursuant to Article Three of the EMX-Serena Mining Royalty Agreement, Serena Mining must pay EMX a royalty equivalent to 1% of the Net Smelter Return /NSR/ from the sale or disposal of minerals extracted from each and every one of the Block 3 Project's mining concessions (the "**EMX-Block 3 Royalty**").

2.4. Block 4 Project

EMX-Block 4 Royalty:

Pursuant to Article Three of the EMX-Serena Mining Royalty Agreement, Serena Mining must pay EMX a royalty equivalent to 1% of the Net Smelter Return /NSR/ from the sale or disposal of minerals extracted from each and every one of the Block 4 Project's mining concessions (the "**EMX-Block 4 Royalty**").

3. Sociedad Contractual Minera Pampa Buenos Aires

3.1. Cerro Blanco Project

A. Royalty in favor of Minera Hochschild Chile SCM:

By means of public deed dated April 8, 2013, granted before the Notary Public of Santiago by Mrs. Antonieta Mendoza Escalas, registered under No. 2850 and entered into by and between Pampa Buenos Aires and Minera Hochschild Chile SCM ("**Hochschild**"), Pampa Buenos Aires granted Hochschild a royalty over mining concessions (the "**Hochschild Royalty Agreement**").

The Hochschild Royalty Agreement was later amended by means of public deed dated October 19, 2016, granted before the Notary Public of Santiago by Mrs. Antonieta Mendoza Escalas and registered under No. 8008.

Pursuant to Article Two of the Hochschild Royalty Agreement, Pampa Buenos Aires must pay Hochschild a royalty equivalent to 1% of the net return from the smelter / NSR / from the sale or disposal of minerals extracted from each and every one of the Cerro Blanco Project mining concessions (the “**Hochschild-Cerro Blanco Royalty**”).

B. Royalty in favor of EMX:

By means of public deed dated March 20, 2020, granted before the Notary Public of Santiago of Ms. Antonieta Mendoza Escalas, registered under No. 1792 and entered into by and between Pampa Buenos Aires and EMX, Pampa Buenos Aires granted EMX a royalty over mining concessions (the “**EMX-Pampa Buenos Aires Royalty Agreement**”).

Pursuant to Article Three of the EMX-Pampa Buenos Aires Royalty Agreement, Pampa Buenos Aires must pay EMX a royalty equivalent to 1% of the Net Smelter Return /NSR/ from the sale or disposal of minerals extracted from each and every one of the Cerro Blanco Project’s mining concessions (the “**EMX-Cerro Blanco Royalty**”).

3.2. Cerro Buenos Aires Project

A. Royalty in favor of Hochschild:

Pursuant to Article Two of the Hochschild Royalty Agreement, Pampa Buenos Aires must pay Hochschild a royalty equivalent to 1% of the net return from the smelter / NSR / from the sale or disposal of minerals extracted from each and every one of the Cerro Buenos Aires Project mining concessions (the “**Hochschild-Cerro Buenos Aires Royalty**”).

B. Royalty in favor of EMX:

Pursuant to Article Three of the EMX-Pampa Buenos Aires Royalty Agreement, Pampa Buenos Aires must pay EMX a royalty equivalent to 1% of the Net Smelter Return /NSR/ from the sale or disposal of minerals extracted from the following Cerro Buenos Aires Project’s mining concessions (the “**EMX-Cerro Buenos Aires Royalty**”):

A. Exploitation Mining Concessions

	NAME	STATE
1	EMILY PRIMERA 3, 1 AL 50	Constituted
2	EMILY PRIMERA 4, 1 AL 60	Constituted
3	EMILY PRIMERA 5, 1 AL 60	Constituted
4	EMILY PRIMERA 6, 1 AL 50	Constituted
5	EMILY PRIMERA 7, 1 AL 40	Constituted
6	EMILY PRIMERA 8, 1 AL 60	Constituted

7	EMILY PRIMERA 9, 1 AL 40	Constituted
8	EMILIANA PRIMERA 1, 1 AL 60	Constituted
9	EMILIANA PRIMERA 2, 1 AL 60	Constituted
10	EMILIANA PRIMERA 4, 1 AL 40	Constituted
11	EMILIANA PRIMERA 9, 1 AL 60	Constituted
12	EMILIANA I 54, 1 AL 40	Constituted
13	EMILIANA I 55, 1 AL 60	Constituted
14	EMILY I 56, 1 AL 30	Constituted
15	EMILY I 44, 1 AL 40	Pending

B. Exploration Mining Concessions

	NAME	STATE
1	EMILIANA II 54	Constituted
2	EMILIANA II 55	Constituted
3	EMILY II 51	Constituted
4	EMILY II 53	Constituted
5	EMILY II 54	Constituted
6	EMILY II 55	Constituted
7	EMILY II 57	Constituted
8	EMILIANA II 36	Constituted
9	EMILIANA II 37	Constituted
10	EMILY II 56	Constituted
11	EMILY II 58	Constituted
12	EMILY II 59	Constituted

13	EMILY II 44	Constituted
14	EMILY III 1	Constituted
15	EMILY III 2	Constituted
16	EMILIANA III 3	Constituted
17	EMILIANA III 7	Pending
18	EMILIANA III 8	Constituted
19	EMILY III 52	Pending
20	EMILY III 53	Pending
21	EMILY III 57	Pending

4. Minera Mena Chile Limitada

4.1. Morros Blancos Project

A. Royalty in favor of Minera Fuego Limitada:

By means of public deed dated July 21, 2014, granted before the Notary Public of Santiago of Ms. Antonieta Mendoza Escalas, registered under No. 6256 (the “**Minera Fuego SPA**”) and entered by and between Minera Mena and Minera Fuego Limitada (“**Minera Fuego**”), TVF Exploraciones SpA /today Minera Mena/, purchased a group of mining concessions from Minera Fuego, including some of the Morros Blancos project’s mining concessions.

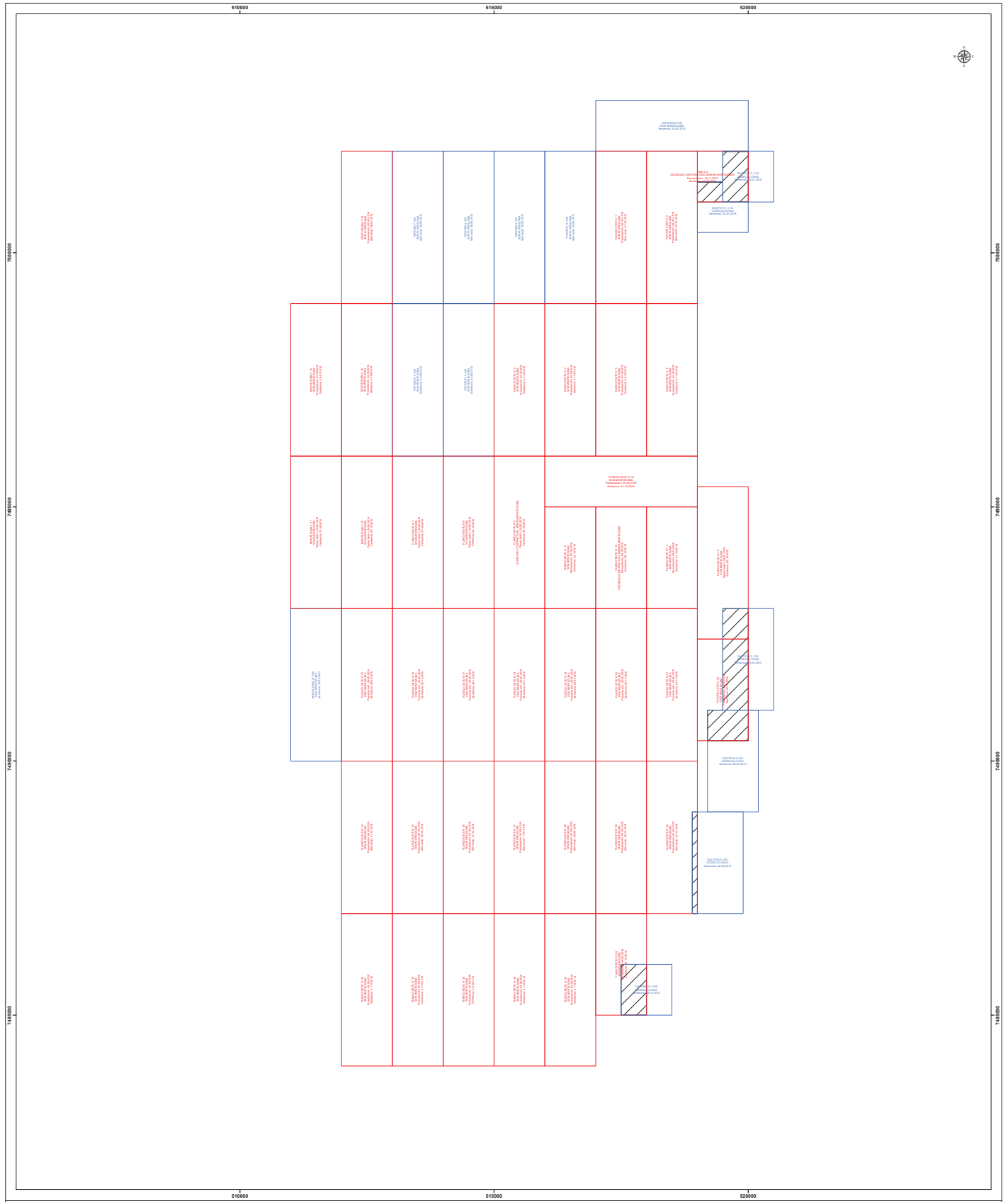
Pursuant to Article Nine and Schedule C of the Minera Fuego SPA, as consideration for the purchase of the mining concessions object of said agreement, TVF Exploraciones SpA /today Minera Mena/ must pay Minera Fuego:




- (i) a royalty equivalent to a 2% of the Net Smelter Return /NSR/ from the sale or disposal of the precious metals extracted from each and every one of the Morros Blancos project’s mining concessions; and
- (ii) a royalty equivalent to a 1% of the Net Smelter Return /NSR/ from the sale or disposal of the base metals extracted from each and every one of the Morros Blancos project’s mining concessions.

B. Royalty in favor of EMX:


By means of public deed dated March 20, 2020, granted before the Notary Public of Santiago of Ms. Antonieta Mendoza Escalas, registered under No. 1790 and entered into by and between Minera Mena and EMX, Minera Mena granted EMX a royalty over mining concessions (the “**EMX-Minera Mena Royalty Agreement**”).

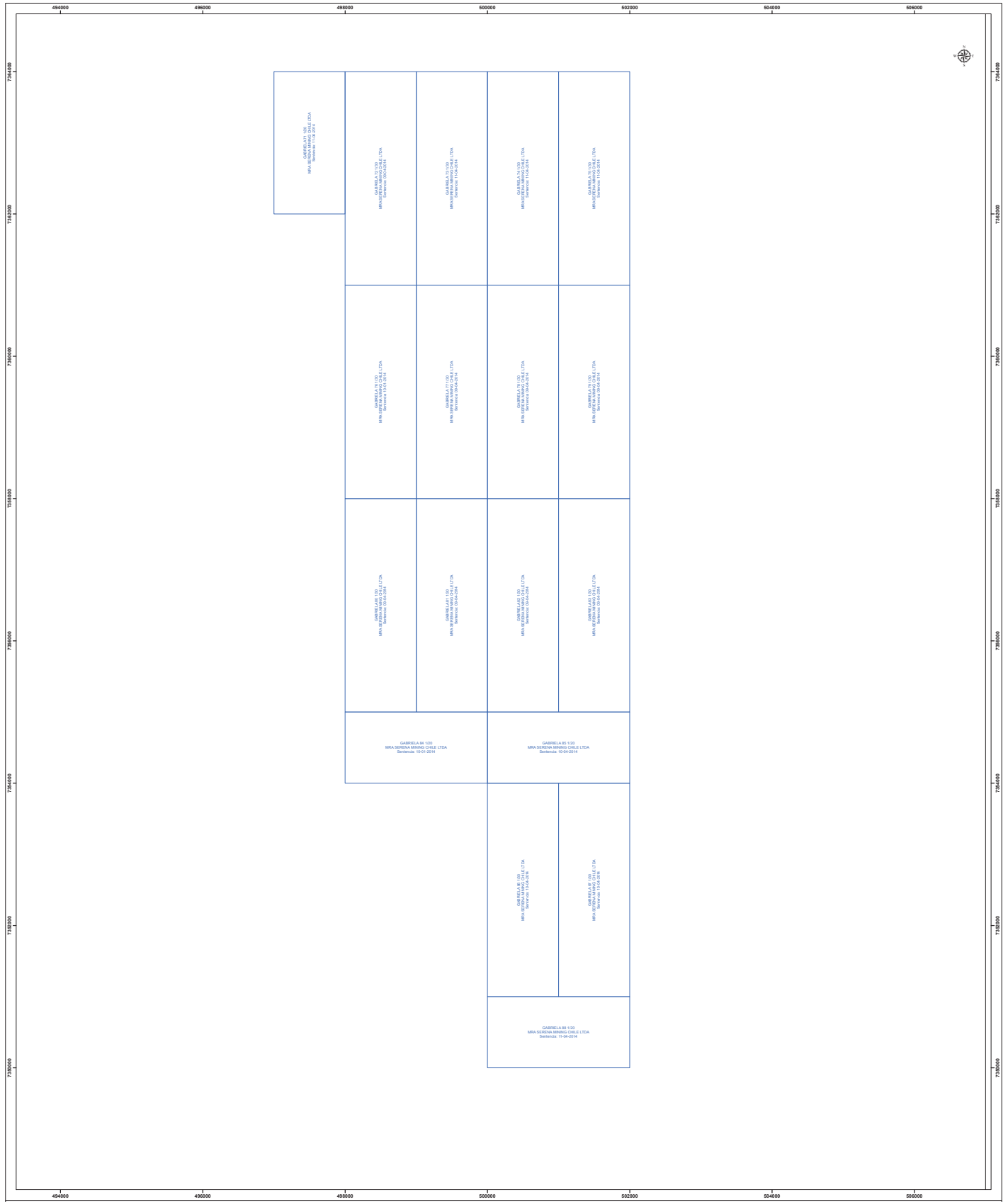
Pursuant to Article Three of the EMX-Minera Mena Royalty Agreement, Minera Mena must pay EMX a royalty equivalent to 1% of the Net Smelter Return /NSR/ from the sale or disposal of minerals extracted from each and every one of the Morros Blancos’ project mining concessions.



Simbología	
	Concesión de Exploración
	Concesión de Explotación
	Derechos Preferente Terceros



		LANDMAN SERVICE S.A.	
		DEPARTAMENTO DE PROPIEDAD MINERA	
CONTENIDO:		PROYECTO ARRIEROS	REVISIÓN:
		SCM MONTEZUMA	N : 1
FECHA:	ESCALA:	BASE DE DATOS:	DATUM:
24-07-2020	1:35.000	14-07-2020	PSAD 1956 H19
APROBO:		Támara Hernández	

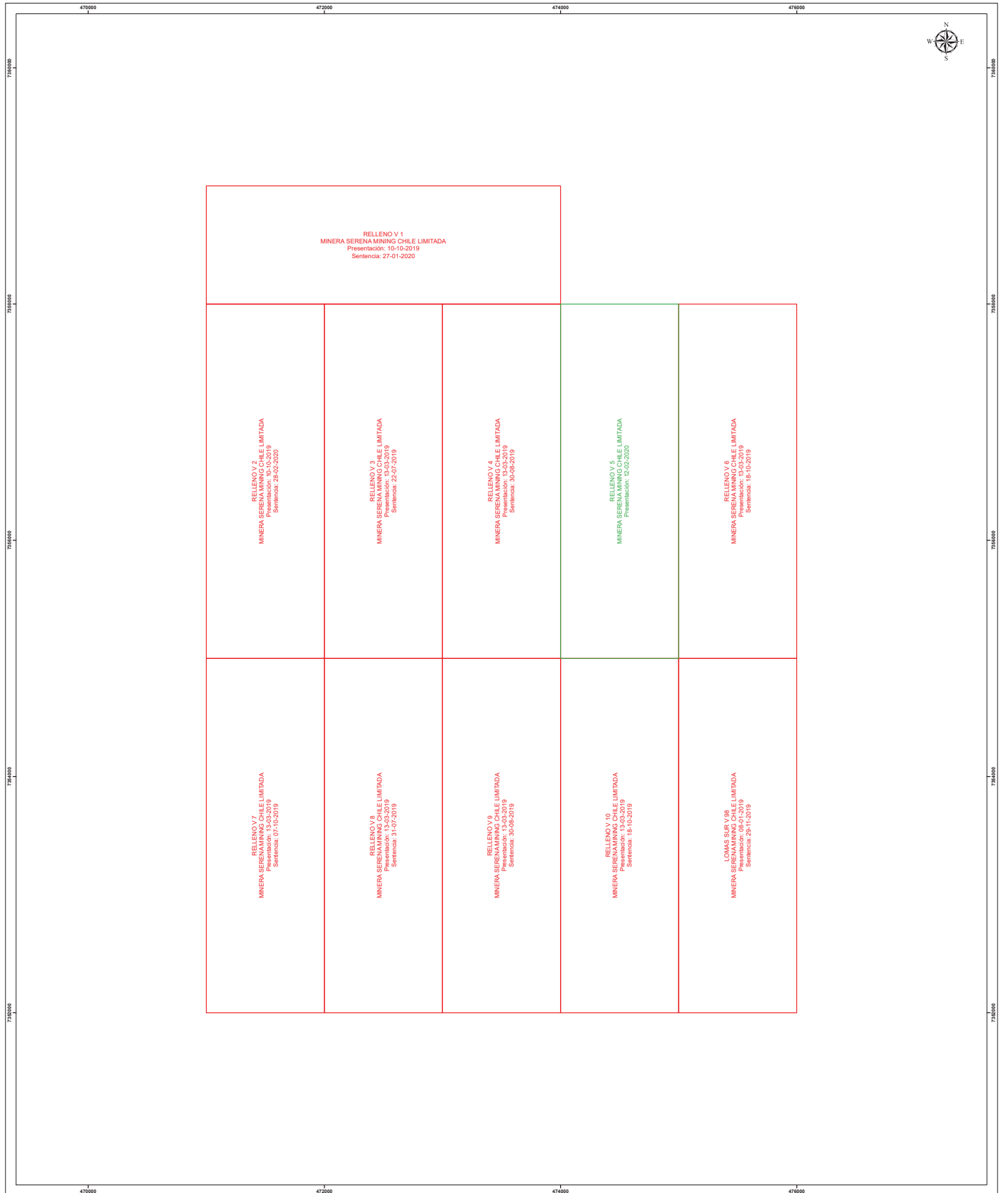


Simbología

	Concesión de Exploración
	Concesión de Explotación



		LANDMAN SERVICE S.A. DEPARTAMENTO DE PROPIEDAD MINERA		
CONTENIDO: PROYECTO REDONDO VERONICA MINERA SERENA MINING CHILE LTDA.			REVISIÓN: N : 1	
FECHA: 24-07-2020	ESCALA: 1:25.000	BASE DE DATOS: 14-07-2020	DATUM: PSAD 1956 H19	APROBO: Tamara Hernández

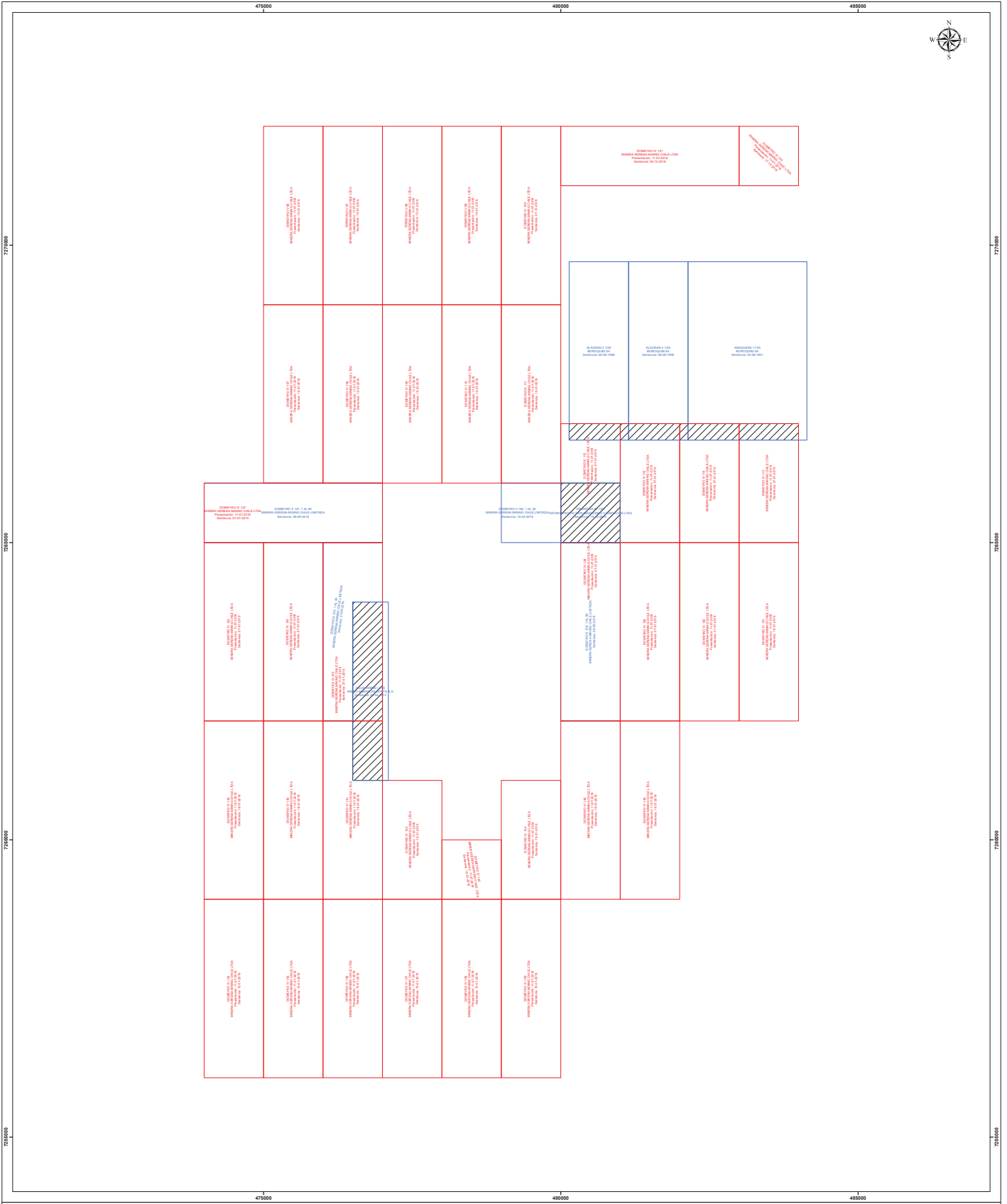


Simbología

	Concesión de Exploración
	Concesión de Explotación



		LANDMAN SERVICE S.A.	
		DEPARTAMENTO DE PROPIEDAD MINERA	
CONTENIDO:		REVISIÓN:	
PROYECTO BLOCK 2 MINERA SERENA MINING CHILE LTDA		N: Rv 1	
FECHA:	ESCALA:	BASE DATOS:	DATUM:
24-07-2020	1:15.000	14-07-2020	PSAD 1956 H19
APROBO:		Támara Hernández	

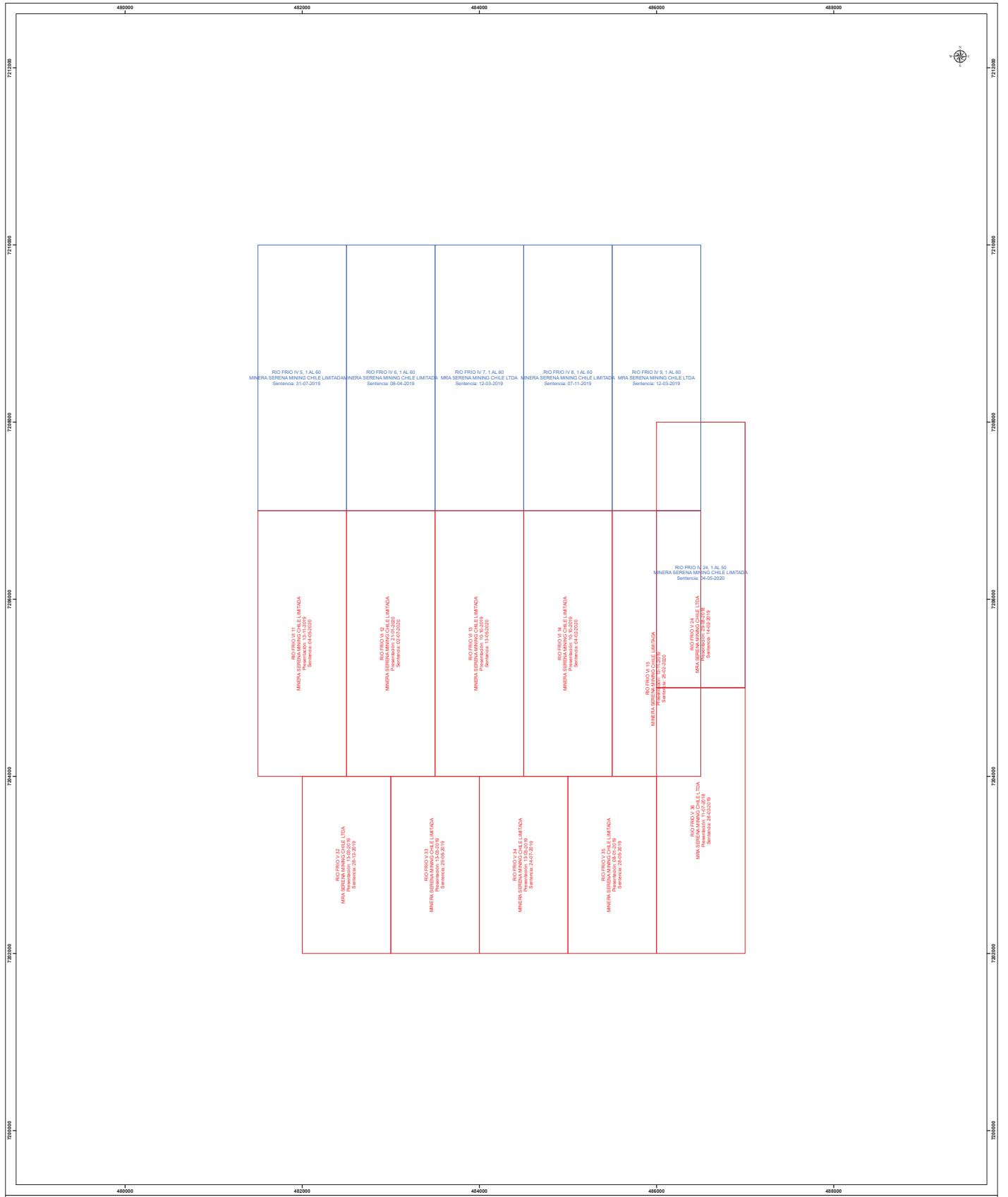


Simbología

	Concesión de Exploración
	Concesión de Explotación
	Derechos Preferente Terceros



		LANDMAN SERVICE S.A.	
		DEPARTAMENTO DE PROPIEDAD MINERA	
CONTENIDO: PROYECTO BLOCK 3 MINERA SERENA MINING CHILE LTDA		REVISIÓN: N: Rv 1	
FECHA: 24-07-2020	ESCALA: 1:30.000	BASE DE DATOS: 14-07-2020	DATUM: PSAD 1956 H19
		APROBO: Tamara Hernández	

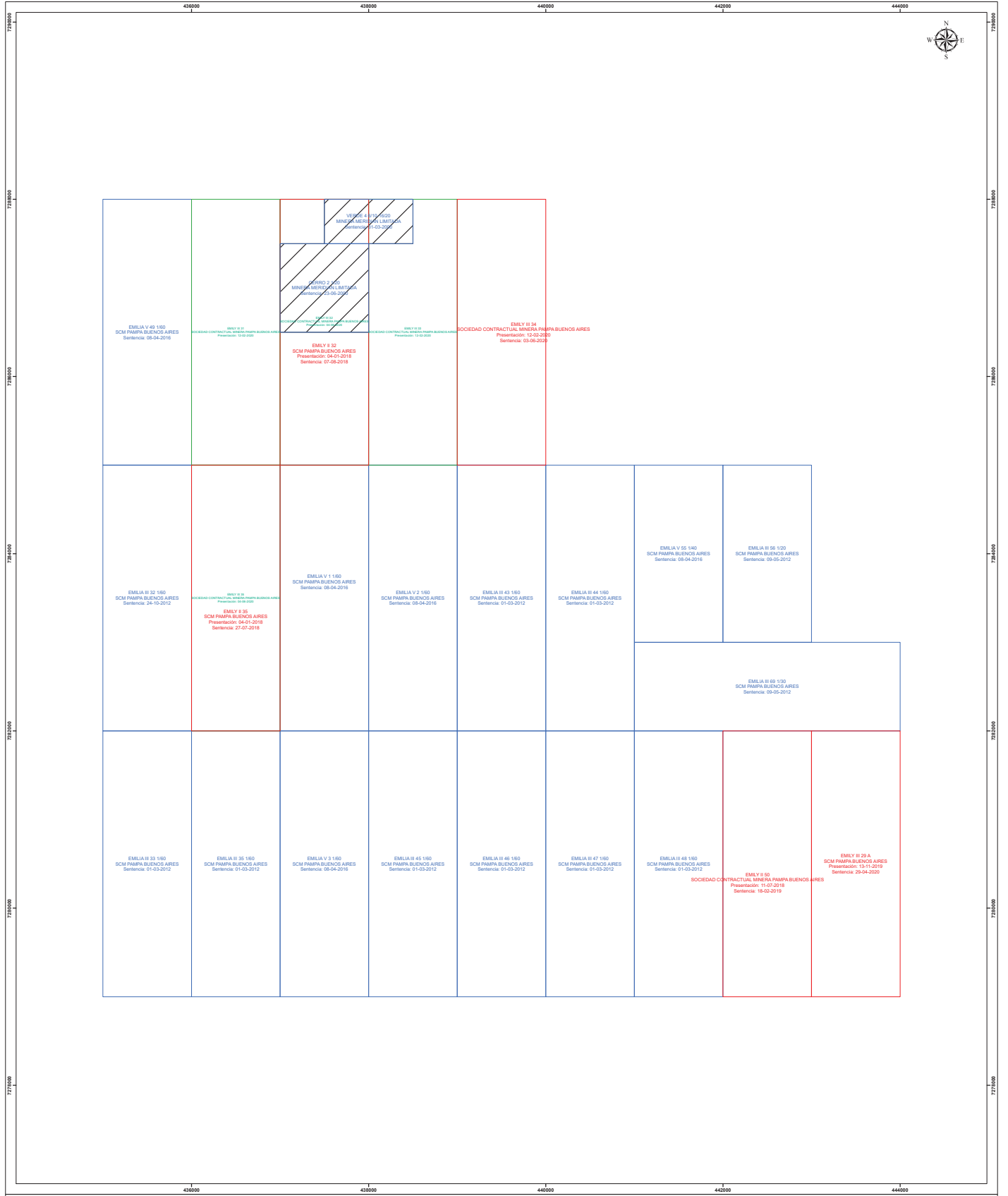


Simbología

	Concesión de Exploración
	Concesión de Explotación



		LANDMAN SERVICE S.A.		
		DEPARTAMENTO DE PROPIEDAD MINERA		
CONTENIDO: PROYECTO BLOCK 4 MINERA SERENA MINING CHILE LTDA.			REVISIÓN: N : 1	
FECHA:	ESCALA:	BASE DE DATOS:	DATUM:	APROBO:
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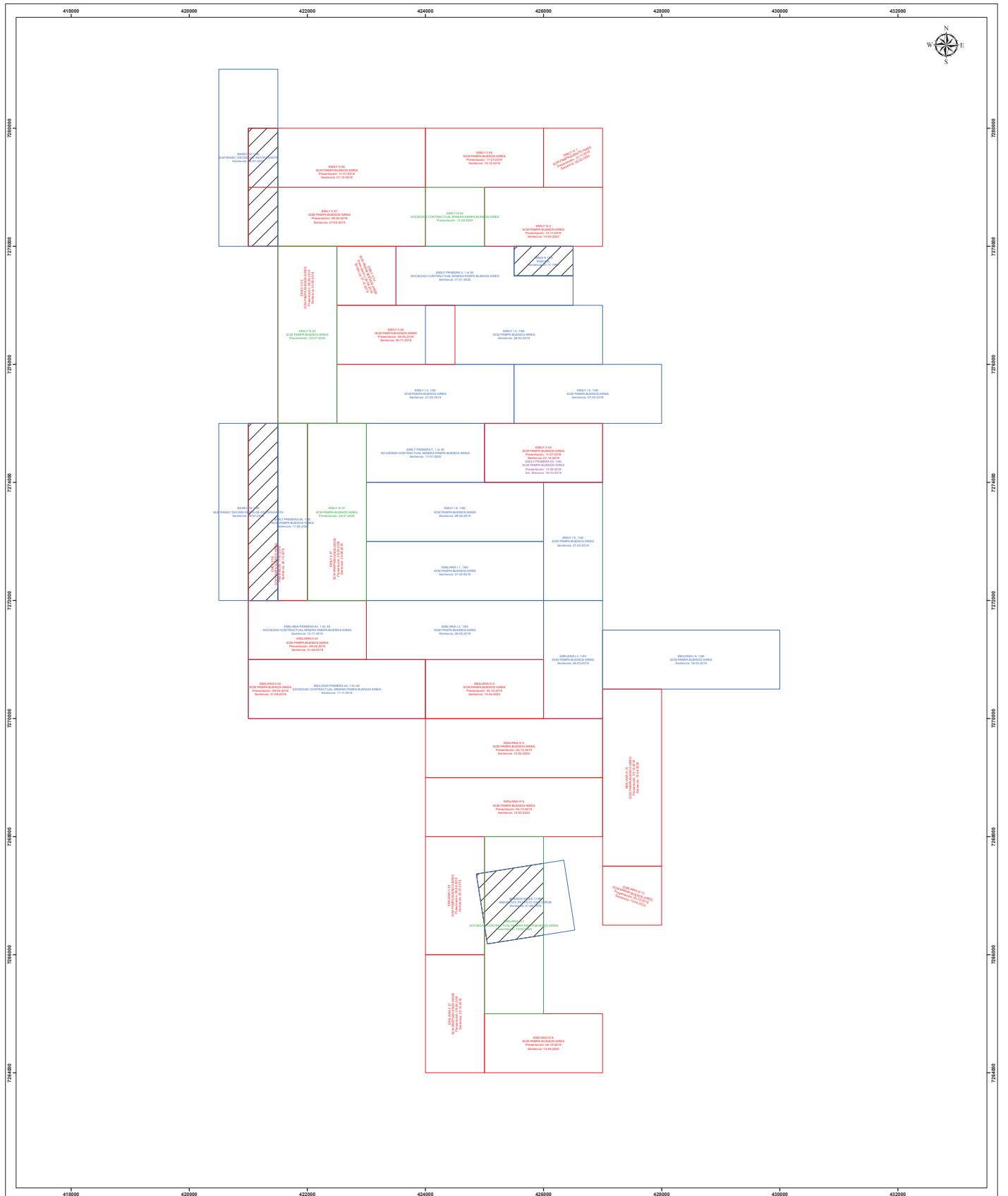


Simbología

	Concesión de Exploración
	Concesión de Explotación
	Derechos Preferente Terceros



		LANDMAN SERVICE S.A.	
		DEPARTAMENTO DE PROPIEDAD MINERA	
CONTENIDO:		PROYECTO CERRO BLANCO	REVISIÓN:
		SCM PAMPA BUENOS AIRES	N : 1
FECHA:	ESCALA:	BASE DATOS:	DATUM:
24-07-2020	1:20.000	14-07-2020	PSAD 1956 H 19
		APROBO:	Tamara Hernández

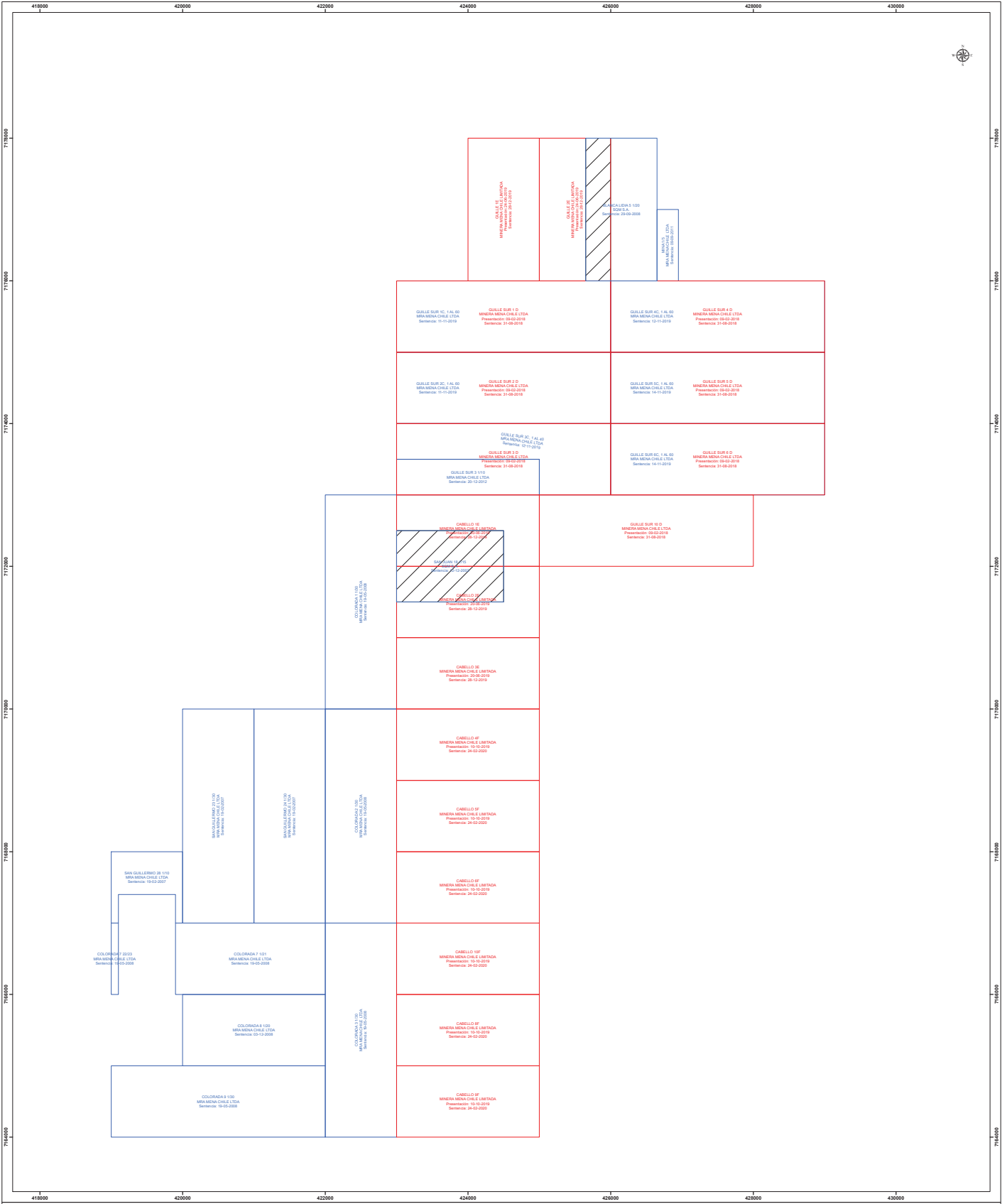


Simbología

	Concesión de Exploración
	Concesión de Explotación
	Derechos Preferente Terceros



		LANDMAN SERVICE S.A.		
		DEPARTAMENTO DE PROPIEDAD MINERA		
CONTENIDO: PROYECTO CERRO BUENOS AIRES SCM PAMPA BUENOS AIRES			REVISIÓN: N : 1	
FECHA: 27-07-2020	ESCALA: 1:30.000	BASE DATOS: 14-07-2020	DATUM: PSAD 1956 H19	APROBO: Tamara Hernández



Simbología

	Concesión de Exploración
	Concesión de Explotación
	Derechos Preferente Terceros



		LANDMAN SERVICE S.A.	
		DEPARTAMENTO DE PROPIEDAD MINERA	
CONTENIDO:		REVISIÓN:	
PROYECTO MORROS BLANCOS		N : 1	
MINERA MENA CHILE LTDA.			
FECHA:	ESCALA:	BASE DE DATOS:	DATUM:
27-07-2020	1:25.000	14-07-2020	PSAD 1956 H19
		APROBO:	
		Tamara Hernández	

SCHEDULE "B"

CAPITAL STRUCTURE OF WEST PACIFIC

Name of Shareholder	Number of West Pacific Shares
Almunir Kamdar	800,200
1247979 BC Ltd. (Allan Larmour)	1,450,000
1154416 BC Ltd. (Sundeep Setia)	3,000,000
Priyannka Doran	2,500,000
Konstantine Tsakumis	2,500,000
Teresa Scott	50,000
Tim Beale	800,000
Yannis Tsitos	800,000
Adrian Manger	800,000
Gurdeep Bains	800,000
Julian Bavin	800,000
TOTAL	14,300,200

SCHEDULE "C"
FORM OF PURCHASE DEED

SCHEDULE "C"

FORM OF PURCHASE DEED

(TO BE EXECUTED ONLY IN SPANISH)

<p><u>COMPRAVENTA DE CONCESIONES</u> <u>MINERAS</u></p> <p>[VENDEDOR]</p> <p style="text-align: center;">A</p> <p>[COMPRADOR]</p>	<p><u>MINING CONCESSION PURCHASE</u> <u>AGREEMENT</u></p> <p>[VENDOR]</p> <p style="text-align: center;">TO</p> <p>[PURCHASER]</p>
<p>[•], comparecen: por una parte [VENDEDOR], sociedad [•], constituida de acuerdo a las leyes de Chile, Rol Único Tributario número [•], debidamente representada por don [PABLO MIR BALMACEDA], chileno, casado, abogado, cédula nacional de identidad número seis millones trescientos setenta y cuatro mil novecientos ochenta y nueve guión tres, ambos domiciliados para estos efectos en Avenida Andrés Bello número 2711, piso 8, comuna de Las Condes, Santiago, en adelante e indistintamente “[•]” o la “Vendedora”; y por la otra, [COMPRADOR], sociedad del giro de su denominación, constituida de acuerdo a las leyes de Chile, Rol Único Tributario número [•], debidamente representada por don/doña [Nombre completo], [nacionalidad], [estado civil], [profesión u oficio], cédula nacional de identidad número [•], ambos domiciliados para estos efectos en [domicilio] en adelante e indistintamente “[•]” o la “Compradora”, y en conjunto con la Vendedora las “Partes”; los comparecientes, mayores de edad, quienes acreditan sus identidades con las cédulas citadas, exponen que han convenido el siguiente contrato de compraventa de las concesiones mineras que se detallan más abajo, en adelante el “Contrato”.¹</p>	<p>[•], the following parties appear: on one hand, [VENDOR], [•] company legally incorporated under the laws of the Republic of Chile, taxpayer identification number [•], represented by Mr. [PABLO MIR BALMACEDA], Chilean, married, attorney, national identification card number six million, three hundred seventy-four thousand, nine hundred eighty-nine dash three, both domiciled for these purposes at Avenida Andrés Bello 2711, eighth floor, borough of Las Condes, Santiago, henceforth also “[•]” or the “Seller”; and on the other hand, [PURCHASER], a company legally incorporated under the laws of the Republic of Chile, taxpayer identification number [•], duly represented by Mr. [•], [nationality], [civil status], [profession or occupation], National Identity Number [•] both domiciled for these purposes at [•], henceforth also referred to as “[•]” or the “Buyer”, and jointly with the Seller, the “Parties”; the appearing Parties, of legal age, having demonstrated their identities by exhibiting their identification cards, hereby declare that they have agreed upon the following mining concession purchase agreement, under the terms and conditions stipulated below, henceforth the “Agreement”.²</p>
<p>I. <u>ANTECEDENTES.</u></p>	<p>I. <u>BACKGROUND INFORMATION.</u></p>

¹ Para el caso de que se decida incorporar las concesiones mineras de propiedad de Minera Mena Chile Limitada que están sujetas a prohibición de gravar y enajenar, será necesario contar con la comparecencia de SQM, autorizando la venta y alzando la referida prohibición. Lo anterior solo para la Purchase Deed que ejecute Mena.

² In case the parties decide to include the mining concessions owned by Mena that are subject to prohibition to sell in favor of SQM, will be necessary to have SQM appearance authorizing the transaction and lifting said prohibition. This applies only for the case of Mena Purchase Deed

SCHEDULE "C"

FORM OF PURCHASE DEED

(TO BE EXECUTED ONLY IN SPANISH)

<p>Uno. Uno. Concesiones Mineras Objeto del Contrato. La Vendedora declara que es actualmente titular y única dueña de las concesiones mineras que a continuación se señalan, las cuales en su conjunto constituyen el proyecto denominado “[●]”³:</p> <p>/I/ Concesiones mineras de exploración constituidas y concesiones mineras de explotación constituidas:</p> <p>/a/ Concesiones mineras de explotación constituidas.</p> <p>[●]</p> <p>/b/ Concesiones mineras de exploración constituidas.</p> <p>[●]</p> <p>/II/. Concesiones mineras de exploración en trámite y concesiones mineras de explotación constituidas.</p> <p>/a/ Concesiones mineras de explotación en trámite.</p> <p>[●]</p> <p>/b/ Concesiones mineras de exploración en trámite.</p> <p>[●]</p> <p>Las concesiones mineras antes singularizadas se denominarán, en adelante conjunta e indistintamente, las “Concesiones” o las “Concesiones Mineras”. Dichas Concesiones se detallan en un plano que constituye el Anexo A⁴ de este Contrato, el que debidamente firmado por las Partes, se protocoliza con esta misma fecha bajo con el número [●] y se</p>	<p>One. One. Mining concession sold under the Agreement. The Seller declares that it is currently the sole owner of the following mining concessions which altogether constitute the project named “[●]”⁵:</p> <p>/I/ Granted exploitation mining concessions and granted exploration mining concessions:</p> <p>/a/ Granted exploitation mining concessions</p> <p>[●]</p> <p>/b/ Granted exploration mining concessions</p> <p>[●]</p> <p>/II/ Granted exploitation mining concessions and exploration mining concessions in process of being granted.</p> <p>/a/ Exploitation mining concessions in process of being granted</p> <p>[●]</p> <p>/b/ Exploration mining concessions in process of being granted</p> <p>[●]</p> <p>The mining concessions identified above will be referred to as the “Mining Property” or the “Mining Concessions”. The Mining Concessions are specified in more detail on a Map attached hereto as Exhibit A⁶. Duly authorized by the Parties, Exhibit A is registered on this same date under number [●], and it</p>
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³ Esta sección deberá ser replicada en caso de que el respectivo Vendedor sea propietario de más de un proyecto.

⁴ Debe prepararse plano de identificando las Concesiones Mineras

⁵ This section shall be replicated in case the respective Vendor is owner of more than one project.

⁶ Map including the detail of the Mining Concessions must be prepared

SCHEDULE "C"

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<p>entiende formar parte del presente instrumento para todos los efectos legales.</p> <p>Uno.Dos. Con fecha [●], West Pacific Ventures Corp, en calidad comprador, Sociedad Contractual Minera Montezuma, Minera Serena Mining Chile Limitada, Sociedad Contractual Minera Pampa Buenos Aires y Minera Mena Chile Limitada, en calidad de vendedores y Revelo Resources Corp., suscribieron por instrumento privado en idioma inglés un contrato denominado “<i>Property Purchase Agreement</i>”, en adelante el “PPA”. Una copia del PPA se adjunta a la presente escritura como Anexo B, y se protocoliza con esta fecha en esta misma notaría, bajo el número [●].</p> <p>Uno.Tres. En virtud del PPA, las Partes acordaron, entre otros, los detalles de los términos y condiciones bajo las cuales la Vendedora transferiría las Concesiones Mineras objeto del presente Contrato al Comprador.</p> <p>Uno.Cuatro. Asimismo, en virtud del PPA, el resto de los vendedores referidos en el literal Uno.Dos anterior, acordaron los detalles de los términos y condiciones bajo los cuales cada uno de ellos transferiría al Comprador los respectivos proyectos mineros de su propiedad, conformados por sus respectivas concesiones mineras, según se detalla en el PPA.</p>	<p>is deemed to be an integral part of this instrument for all legal purposes.</p> <p>One.Two. As of [●], West Pacific Ventures Corp, as purchaser, Sociedad Contractual Minera Montezuma, Minera Serena Mining Chile Limitada, Sociedad Contractual Minera Pampa Buenos Aires y Minera Mena Chile Limitada, as sellers and Revelo Resources Corp. entered into a purchase agreement over the Mining Concessions by means of a private instrument in English named “<i>Property Purchase Agreement</i>”, hereinafter the “PPA”. A copy of said purchase agreement is attached to this instrument as Exhibit B and is registered on this same date and notary public under number [●].</p> <p>One.Three. In accordance with the PPA, the Parties agreed on the detailed terms and conditions under which the Seller will transfer the Mining Concessions object of this Agreement to the Buyer.</p> <p>One.Four. Furthermore, the PPA also establishes the terms and conditions under which the rest of the vendors referred as to in section One.Two above will transfer to the Buyer the relevant projects owned by each of them and comprised by their respective mining concessions as detailed in the PPA.</p>
<p>II. <u>DECLARACIONES DE LAS PARTES.</u></p> <p>Dos.Uno. La Vendedora declara y garantiza que: /a/ es una sociedad debidamente constituida y válidamente existente bajo las leyes de la República de Chile; /b/ tiene las facultades para celebrar, ejecutar y cumplir este Contrato, teniendo asimismo el representante legal que comparece, facultades suficientes para celebrar la presente compraventa y todas las autorizaciones corporativas necesarias; /c/ la ejecución, otorgamiento y cumplimiento de este Contrato ha sido debidamente autorizado y no infringe sus estatutos sociales o disposición alguna de un contrato vigente, sea éste escrito o verbal,</p>	<p>II. <u>REPRESENTATION OF THE PARTIES.</u></p> <p>Two. One. The Seller hereby represent and warrant the following: /a/ it is a company that has been duly incorporated and is in good standing under the laws of the Republic of Chile; /b/ it has the authority to take part, comply with and perform this Agreement. Seller’s legal representative counts with the sufficient powers and authorities required to execute this Agreement and the necessary corporate authorizations; /c/ the compliance, execution and performance of this Agreement has been duly authorized and is not in breach of the corporate bylaws nor the provisions of any other contract,</p>

SCHEDULE "C"

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<p>registrado o no, conste de instrumento privado en escritura pública, haya sido otorgado en Chile o en el extranjero, o norma legal de cualquier tipo o país relevante; /d/ este Contrato constituirá una obligación válida y vinculante para la Vendedora, exigible de acuerdo con sus términos; y /e/ se encuentra al día en el cumplimiento de todas sus obligaciones por lo que no se encuentra en estado de insolvencia o cesación de pagos, como tampoco declarada en quiebra, ni está sometida a procesos de liquidación o reorganización concursal.</p> <p>Dos.dos. La Compradora declara y garantiza que: /a/ es una sociedad debidamente constituida y válidamente existente bajo las leyes de la República de Chile; /b/ tiene las facultades para celebrar, ejecutar y cumplir este Contrato, teniendo asimismo el representante legal que comparece, facultades suficientes para celebrar la presente compraventa y todas las autorizaciones corporativas necesarias; /c/ la ejecución, otorgamiento y cumplimiento de este Contrato han sido debidamente autorizados por todos los actos sociales necesarios y no infringe sus estatutos o disposición alguna de un contrato vigente, o norma legal en la República de Chile; /d/ este Contrato constituirá una obligación válida y vinculante para la Compradora, exigible de acuerdo con sus términos; y /e/ se encuentra al día en el cumplimiento de todas sus obligaciones por lo que no se encuentra en estado de insolvencia o cesación de pagos, como tampoco declarada en quiebra ni está sometida a procesos de liquidación o reorganización concursal.</p>	<p>should it be verbal or written, registered or not, whether it was drafted by means of a private or public deed, executed in Chile or overseas, nor any other legal provision of any kind in any relevant country; /d/ this Agreement will constitute a valid and binding obligation for the Seller, enforceable pursuant to its terms; and /e/ it has performed all its obligations in due time, and therefore is not in a state of insolvency or cessation of payments. It has not been declared bankrupt and is not submitted to insolvency winding-up proceedings.</p> <p>Two. Two. The Buyer hereby represent and warrants the following: /a/ it is a company in good standing under the laws of the Republic of Chile; /b/ it has he authority to take part, comply with and perform this Agreement. The Buyer's legal representative counts with the sufficient powers and authorities needed execute this Agreement and the necessary corporate authorizations; /c/ the compliance, delivery and performance of this Agreement has been duly authorized by means of all the necessary corporate steps, and it is not in breach of its bylaws, nor of provisions of any other valid contract or legal rule from the Republic of Chile; /d/ this Agreement will constitute a valid and binding obligation for the Buyer, enforceable pursuant to its terms; and /e/ it has performed all its obligations in due time, and therefore it is not in a state of insolvency or cessation of payments. It has not been declared bankrupt and is not submitted to insolvency winding-up proceedings.</p>
<p>III. <u>COMPRAVENTA.</u></p> <p>En este acto y en virtud del presente instrumento, [Vendedor], vende, cede y transfiere a [Comprador], para quien compra, acepta y adquiere su representante compareciente, las Concesiones Mineras singularizadas en la cláusula primera anterior. Se entienden incluidos en este Contrato los permisos y derechos asociados a dichas Concesiones Mineras y</p>	<p>III. <u>PURCHASE.</u></p> <p>By this act, [Vendor] hereby sells, assigns and transfers the Mining Concessions described in clause One above to [Purchaser], which in turn purchases, accepts and acquires through its appearing representative. The permits and rights associated to the said Mining Concessions, which are necessary for its exploitation, use, enjoyment and benefit are included in this Agreement.</p>

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<p>que resulten necesarios para su explotación, uso, goce y beneficio.</p>	
<p>IV. <u>PRECIO DE LA COMPRAVENTA.</u></p> <p>El precio total de la presente compraventa está compuesto por:</p> <p>Cuatro. Uno. Un precio base que la Compradora paga a la Vendedora de la siguiente forma:</p> <p><i>/a/</i> con la cantidad de [●] dólares de los Estados Unidos de América, monto que ha sido pagado en su totalidad por el Comprador con anterioridad a esta fecha, en dinero efectivo, declarando la Vendedora haber recibido la cantidad señalada, a su entera y total satisfacción; y</p> <p><i>/b/</i> Mediante la dación en pago de [● acciones] de [●]⁷, que las Partes de común acuerdo valorizan en [●] pesos chilenos, que a su vez equivalen a [●] dólares de los Estados Unidos de América, según el tipo de cambio “dólar Observado” publicado por el Banco Central de Chile con fecha [●]⁸. Las acciones dadas en pago deberán ser emitidas por [●] a nombre de la Vendedora o de quien ésta designe. Asimismo, el correspondiente certificado de emisión y propiedad de las acciones dadas en pago se deberá entregar al apoderado designado por la Vendedora dentro del plazo de [●] días a contar de la fecha de la presente escritura. El representante de la Vendedora, compareciente a este acto, declara estar conforme y aceptar que la parte del precio base indicada en este sección Cuatro.Uno <i>/b/</i> sea pagado del modo y forma antes indicado.</p> <p>Cuatro. Dos. Un ajuste al precio base, indicado en el numeral Cuatro.Uno anterior, que la Compradora pagará a la Vendedora de conformidad a lo que se indica a continuación:</p>	<p>IV. <u>PRICE OF THE PURCHASE.</u></p> <p>The total price of this purchase agreement is composed of:</p> <p>Four. One. A base price, which the Purchaser will pay as follows:</p> <p><i>/a/</i> with a payment of [●] dollars of the United States of America that has been paid in cash and upfront in its entirety by the Buyer. In turn, the Seller hereby declares to have received such payment to its utmost satisfaction; and</p> <p><i>/b/</i> By giving in lieu of payment [● shares] of [●]¹¹, which the Parties, by mutual consent, hereby value in the amount of [●] dollars of the United States of America, according to the exchange rate “<i>Dólar Observado</i>” published by the Chilean Central Bank as of [●]¹². The shares given in lieu of payment shall be emitted by [●] under the name of the Seller, or whoever the Seller designates. Furthermore, the corresponding share emission and ownership certificates will be delivered to a representative appointed by the Seller within [●] days from the date of this Agreement. The Seller’s hereby declares its approval and consent with respect to the payment method indicated in this section Four.One <i>/b/</i>.</p> <p>Four. Two. An adjustment to the base price indicated in section Four.One above, which the Purchaser shall pay to the Seller in accordance with the following terms:</p>

⁷ Insertar nombre del Resulting Issuer

⁸ Por confirmar si es necesario avaluar en CLP o puede evaluarse directamente en USD

¹¹ Name of the Resulting Issuer to be included

¹² Please confirm if it is necessary to valuate in CLP or valuation can be made in USD

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<p>/a/ La cantidad de 2 millones de dólares de los Estados Unidos de América, adicionales al precio base, que serán pagados en dinero efectivo, mediante transferencia bancaria a la cuenta que indique la Vendedora, dentro del plazo de 45 días contados desde el día en que se haya emitido el respectivo informe técnico relacionado a un estudio de factibilidad finalizado (que haya sido preparado en cumplimiento del <i>National Instrument 43-101F1</i> de Canadá) respecto de una o más de las Concesiones Mineras que conforman [el/los Proyecto/Proyectos] objeto de este Contrato. [Para claridad de las Partes, se deja constancia del hecho que el ajuste de precio pactado por las Partes en esta sección Cuatro.Dos, aplicará para cada uno de los Proyectos compuestos por Concesiones Mineras objeto de este Contrato. En consecuencia, dicho ajuste operará para cada uno de los Proyectos, quedando el Comprador obligado al pago de la cantidad de 2 millones de dólares de los Estados Unidos de América cada vez que se emita un informe técnico con las características referidas en esta sección, acumulándose cada uno de dichos pagos en favor del Vendedor.]⁹</p> <p>y;</p>	<p>/a/ An amount of 2 million dollars of the United States of America, to be paid in addition to the base price, in cash and by means of a wire transfer to the bank account indicated by the Seller, within 45 days of completion and issuance of the corresponding technical report (prepared in compliance with National Instrument 43-101F1) related to a completed feasibility study in respect of one or more Concessions conforming the [Project/Projects] that are object of this Agreement. [For clarity purposes, the Parties hereby declares that the price adjustment contained in this section Four.Two/a/ shall apply on a Project by Project basis. Therefore, the Buyer shall pay the Seller an amount equal to 2 million dollars of the United States of America each time that a technical report with the characteristics indicated in this section is issued in connection with a Project¹³]</p> <p>, and</p>
<p>/b/ La cantidad de 3 millones de dólares de los Estados Unidos de América, adicionales al precio base y al ajuste de precio indicado en el literal /a/ de la presente sección Cuatro.Dos, que serán pagados en dinero efectivo, mediante transferencia bancaria a la cuenta que indique la Vendedora, dentro del plazo de 90 días contados desde el día en que la Compradora o su controlador hayan decidido iniciar la producción comercial respecto de un Proyecto conformado por una o más de las Concesiones Mineras objeto del presente Contrato.</p> <p>Cuatro.Tres Las Partes declaran que cada uno de los ajustes de precio indicados en los literales /a/ y /b/ de la presente sección Cuatro.Dos serán pagados por una sola vez por parte del Comprador a la Vendedora [en relación cada uno de los Proyecto que componen las</p>	<p>/b/ An amount of 3 million dollars of the United States of America, to be paid in addition to the base price and the price adjustment indicated in letter /a/ of this section Four.Two, to be paid in cash and by means of a wire transfer to the bank account indicated by the Seller, within 90 days of the date a commercial production decision with respect to a Project compounded by one or more Concessions object of this Agreement is made by the Purchaser or its controller.</p> <p>Four.Three. The Parties hereby declare that price adjustments indicated in letters /a/ and /b/ of this Section Four.Two shall be paid by the Purchaser to the Seller one time only, with respect [to each of the</p>

⁹ A ser incluido en caso que el Vendedor transfiera más de un proyecto

¹³ To be included in case the Vendor transfers more than one Project

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<p>Concesiones Mineras objeto del presente Contrato. Acumulándose cada uno de dichos pagos en favor de la Vendedora]¹⁰. En consecuencia, las Partes acuerdan que en ningún caso podrá el ajuste de precio contemplado en la sección Cuatro.Dos anterior superar la cantidad total de [•] millones de dólares de los Estados Unidos de América.</p> <p>Asimismo, las Partes dejan constancia del hecho que tanto el precio base, referido en la sección Cuatro.Uno anterior como los ajustes de precio indicados en la sección Cuatro.Dos anterior, se distribuyen por partes iguales entre cada una de las Concesiones Mineras.</p>	<p>Project/Projects compound by the Mining Concessions object of this Agreement]¹⁴. Consequently, the price adjustment established in section Four,Two shall in any case by higher than the total amount of [•] million dollars of the United States of America.</p> <p>Also, the Parties declare that both, the base price indicated in section Four.One and the adjustments established in section Four.Two, are distributed equally between each of the Mining Concessions.</p>
<p>V. <u>FORMA DE LA VENTA.</u></p> <p>Las Concesiones Mineras objeto de la presente compraventa se venden ad-corporus, en el estado en que se encuentran, el que el Comprador declara conocer y aceptar, con todos sus usos, costumbres, derechos y servidumbres, activas y pasivas, libre de todo gravamen, con los pagos de sus patentes al día. [Lo anterior, con la sola excepción del pago de la Regalía [•] y demás obligaciones según se detalla en la cláusula Novena siguiente.^{15]}</p>	<p>V. <u>MANNER OF THE SALE.</u></p> <p>The Mining Concession subject to this purchase agreement is sold <i>ad corpus</i>, under the condition it currently has, which the Buyer hereby declares to acknowledge and accept, with all of its uses, customary uses, rights and easements, both active and passive, free of all mortgage and seizure and with the payment of its mining permit up to date. [The foregoing, with the sole exception of the [•] Royalty payment and other obligations detailed in clause Nine of this Agreement.^{16]}</p>
<p>VI. <u>SANEAMIENTO.</u></p> <p>La Vendedora será responsable del saneamiento de la evicción en conformidad a la ley.</p>	<p>VI. <u>WARRANTY OF TITLE.</u></p> <p>The Seller shall be liable for warranty of title, pursuant to applicable law.</p>
<p>VII. <u>ENTREGA.</u></p> <p>La entrega material de las Concesiones Mineras objeto el presente Contrato se realiza en este mismo acto por la Vendedora a la Compradora, libre de</p>	<p>VII. <u>CONVEYANCE.</u></p> <p>The physical conveyance of the Mining Concessions subject to this Agreement is carried out in this same deed, by the Seller to the Purchaser, free from all</p>

¹⁰ A ser ajustado dependiendo de si el Vendedor transfiera uno o más Proyectos

¹⁴ To be adjusted depending on the number of projects to be transferred by the Vendor

¹⁵ A ser incluido solo en los contratos relacionados a concesiones sujetas a regalía en favor de terceros

¹⁶ To be included only in the Purchase Deeds related with mining concessions subject to royalty in favor of third parties.

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<p>ocupantes, arrendatarios u otros terceros a cualquier título.</p>	<p>occupants, lessees or other third parties, under any title.</p>
<p style="text-align: center;">VIII. <u>REGALÍA A FAVOR DE [•].</u></p> <p>Nueve.Uno. Antecedentes. /a/ Mediante contrato de compraventa de concesiones mineras suscrito entre [•] y [•], celebrado con fecha [•] en la Notaría [•] y anotado bajo el repertorio número [•], en adelante el “Contrato [•]”, [•], en adelante “[•]” y [•], acordaron la venta de ciertas concesiones mineras, entre las cuales se incluyen las Concesiones Mineras singularizadas en la cláusula Primera numeral [•] anterior y que, en adelante todas ellas en conjunto denominadas las “Concesiones [•]”. /b/ De acuerdo a lo estipulado en la cláusula [•] del Contrato [•] y en el Anexo [•] del mismo, [•] se obligó a pagar a [•] una regalía equivalente al [•]% del Retorno Neto de Fundición /RNF/ o Net Smelter Return /NSR/ de la venta o enajenación de los [metales base/preciosos] arrancados y extraídos de las Concesiones [•], en adelante la “Regalía [•]”.</p> <p>Nuevo.Dos. /a/ Las partes comparecientes en esta escritura acuerdan expresamente que dado que el Comprador adquiere por este acto las Concesiones [•], que se encuentran sujetas al pago de la Regalía [•], el Comprador asume desde la fecha de este Contrato todos los derechos y obligaciones y en general la posición contractual que [•] tiene en el Contrato [•], en los mismos términos que establece dicho contrato, incluida la obligación de [•] de pagar la Regalía [•] a [•], así como toda otro derecho u obligación que [•] haya adquirido para con [•] en virtud del Contrato [•].</p> <p>/b/ El Comprador declara expresamente conocer los términos y condiciones del Contrato [•], y en especial, que en su calidad de adquirente de las Concesiones [•] y, en cumplimiento de lo dispuesto en el Contrato [•], consiente sin limitación alguna en el Contrato [•] y asume todas las obligaciones que conforme al mismo pesaban sobre [•]. En consecuencia, en este acto y por el presente instrumento, el Comprador asume cabalmente el pago íntegro y oportuno de la Regalía</p>	<p style="text-align: center;">VIII. <u>ROYALTY IN FAVOR OF [•].</u></p> <p>Nine. One. Background information. /a/ Through public deed dated [•], granted in the Notary Public of [•], under Repertory Number [•], hereinafter the “Contract [•]”, [•], henceforth “[•]” and [•], agreed the purchase of certain mining concessions, among which were included the Mining Concessions referred to in clause One, number [•] of this Contract, henceforth the “[•] Concessions”. /b/ Pursuant to [•] of the Contract [•] and its Schedule [•], [•] agreed to pay [•] a royalty equivalent to a [•] % of the Net Smelter Return /NSR/ from the sale or disposal of the [base/precious] metals extracted from [•] Concessions, hereinafter the “[•] Royalty”.</p> <p>Nine. Two. /a/ Given that the Purchaser will buy the [•] Concessions from the Seller, the parties that appear in this deed expressly agree that the Purchaser assumes as of the date of this Agreement all the rights and obligations and, in general, the contractual position that [•] had in the Contract [•], in the same manner as established in the Contract [•] and the obligation to pay the [•] Royalty to [•] as well as any other right and/or obligation acquired with [•] according to the Contract [•].</p> <p>/b/ The Purchaser also agrees to accept and acknowledge the terms of the Contract [•]. Specifically, as buyer of the [•] Concessions, the Purchaser consents on the Contract [•] without limitation and accepts all of the obligations that were once of [•] under said Contract [•]. Therefore, the Purchaser assumes the obligation to pay totally and timely the [•] Royalty and states that it will impose the [•] Royalty, in the same terms, to every other third</p>

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<p>[•] y se obliga a imponerla, en los mismos términos a cualquier persona a quien en el futuro venda o enajene una cualquiera o todas las Concesiones [•].</p> <p>/c/ Presente en este acto, don [•], [nacionalidad], [estado civil], [profesión u oficio], cédula nacional de identidad número [•], en representación de, según se acreditará, [•], rol único tributario número [•], ambos domiciliados para estos efectos en [•], comuna de [•], ciudad de [•], quien acredita su identidad con la cédula antes citada y expone: (i) Que los términos y condiciones establecidas en este Contrato le son satisfactorios. Por ello, viene en autorizar expresamente al Vendedor para proceder a la venta y transferencia de las Concesiones [•] debidamente singularizadas en la cláusula primera [•] de este Contrato. (ii) Que, en virtud de este Contrato, [•], a través de su representante ya individualizado, declara total e íntegramente liberado del pago de la Regalía [•] al primitivo deudor, [•], con respecto a las Concesiones [•] singularizadas en la cláusula primera, numeral [•] de este Contrato y reconoce como nuevo deudor al Comprador.</p>	<p>party that in the future buys one or all of the [•] Concessions.</p> <p>/c/ Present to this Agreement, [•], taxpayer identification number [•], duly represented by Mr. [•], [nationality], [civil status], [profession or occupation], National Identity Number [•], both domiciled at [•], hereby declares: (i) That it is satisfied with the terms and conditions of the present Agreement and therefore authorizes the Seller to sell the [•] Concessions, duly referenced in clause One. One. Number [•] of this Agreement. (ii) [•], through its already individualized legal representative, declares [•] totally released from the payment of the [•] Royalty and recognizes the Purchaser as its new debtor.</p>
<p align="center">IX. <u>ARBITRAJE</u></p> <p>Cualquier dificultad o controversia que se produzca entre los contratantes respecto de la aplicación, interpretación, duración, validez o ejecución de este contrato o cualquier otro motivo será sometida a arbitraje, conforme al Reglamento Procesal de Arbitraje del Centro de Arbitraje y Mediación de Santiago, vigente al momento de solicitarlo.</p> <p>Las partes confieren poder especial irrevocable a la Cámara de Comercio de Santiago A.G., para que, a petición escrita de cualquiera de ellas, designe a un árbitro arbitrador en cuanto al procedimiento y de derecho en cuanto al fallo, de entre los integrantes del cuerpo arbitral del Centro de Arbitraje y Mediación de Santiago.</p>	<p align="center">IX. <u>ARBITRATION</u></p> <p>Any difficulty or controversy arising among the parties to the contract with respect to the application, interpretation, duration, validity or execution of the contract, or for any other reason, shall be submitted to arbitration pursuant to the Rules of Arbitration Procedure of the Santiago Arbitration and Mediation Center in effect at the time of its initiation.</p> <p>The parties confer an irrevocable special power of attorney upon the Santiago Chamber of Commerce so that it may, at the written request of any of the parties, appoint an arbitrator from among the members of the arbitration corps of the Santiago Arbitration and Mediation Center, who will be empowered to act as arbitrator-at-law with regard to the substance of the dispute and as ex aequo et bono with regard to the procedure.</p>

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<p>En contra de las resoluciones del árbitro no procederá recurso alguno. El árbitro queda especialmente facultado para resolver todo asunto relacionado con su competencia y/o jurisdicción.</p>	<p>There shall be no remedy against the arbitrator's resolutions. The arbitrator is especially empowered to resolve any matter relating to his/her competence and/or jurisdiction.</p>
<p>X. <u>ACUERDO COMPLETO.</u></p> <p>Las Partes dejan constancia del hecho que, sin perjuicio que el PPA regula en detalle la venta de las Concesiones Mineras, las Partes acuerdan que el presente Contrato constituye el acuerdo completo y absoluto entre estas en lo que dice relación con las materias reguladas del mismo y prevalecerá sobre cualquier otro acuerdo o pacto que las Partes hubieren estipulado con anterioridad, incluyendo el PPA. Sin perjuicio de lo anterior, las Partes estarán a lo dispuesto en el PPA respecto de las materias reguladas en dicho instrumento y no reguladas en el presente Contrato. Ninguna variación o modificación de este Contrato, ni renuncia de alguno de sus términos y disposiciones será válida, a menos que conste por escritura pública.</p>	<p>X. <u>ENTIRE AGREEMENT.</u></p> <p>The Parties hereby state that notwithstanding that the PPA contains detailed terms and conditions under which the Parties agreed on the purchase and sale of the Mining Concessions, this Agreement constitutes the entire and absolute agreement between the Parties in connection with the matters contained hereunder, and shall prevail over any other contract or agreement that the Parties may have stipulated previously, including the PPA. Notwithstanding the aforementioned, the Parties shall be bound by the PPA with respect to the matters regulated therein and not treated in this Agreement. No variation or amendment of this Agreement, and no waiver to its terms and provisions, shall be valid unless it has been executed in a public deed.</p>
<p>XI. <u>PODER ESPECIAL.</u></p> <p>Los comparecientes otorgan poder especial a don Pablo Mir Balmaceda y don Felipe Allende Destuet, para que, cualquiera de ellos, actuando conjuntamente con uno cualquiera de [●] o [●], otorguen los instrumentos públicos o privados, rectificatorios o complementarios de esta escritura y que sean necesarios para los efectos de corregir o suplir cualquier defecto y omisión de que pudiere adolecer el presente Contrato en relación a la especificación de las Concesiones Mineras, individualización de las Partes o cualquier otro elemento rectificatorio o complementario de esta escritura, que incida en la oportuna inscripción y demás estipulaciones del presente Contrato en los registros correspondientes.</p>	<p>XI. <u>SPECIAL POWER-OF-ATTORNEY.</u></p> <p>The appearing parties hereby grant a special power-of-attorney to Messrs. Pablo Mir Balmaceda and Felipe Allende Destuet, so that any one of them, acting jointly with any one of Messrs. [●] or [●], can execute any and all public or private instruments required for rectifying or supplementing this deed and which may be necessary for the purposes of correcting or replacing any defect or omission affecting this Agreement in connection with the specification of the Mining Concessions, the identification of the Parties, or any other rectification or supplementation element of this deed, that influences the opportune registration and other stipulations of this Agreement before the relevant registries.</p>
<p>XII. <u>GASTOS.</u></p>	<p>XII. <u>EXPENSES.</u></p>

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<p>Todos los derechos notariales y conservatorios en que sea necesario incurrir o pagar con motivo de este Contrato y de su consiguiente inscripción y subinscripción serán de cargo de las Partes en iguales proporciones.</p>	<p>All notarial and registrar fees which must be incurred or disbursed on occasion of this Agreement and its consequential registration and sub-registration, shall be borne by the Parties in equal proportions.</p>
<p>XIII. <u>DOMICILIO Y LEY APLICABLE.</u></p> <p>Las Partes fijan domicilio especial en la ciudad de Santiago y se someten a la jurisdicción y competencia del Tribunal Arbitral indicado en la cláusula Novena anterior. Este Contrato se rige y regirá siempre por las leyes y demás normas pertinentes de la República de Chile.</p>	<p>XIII. <u>DOMICILE AND APPLICABLE LAW.</u></p> <p>The Parties hereby establish a special domicile in the city of Santiago, submitting to the competent jurisdiction of the Arbitration Court indicated in clause Nine above. This Agreement is governed and shall always be governed by the laws and other pertinent regulations of the Republic of Chile.</p>
<p>XIV. <u>INSCRIPCIONES.</u></p> <p>Se faculta al portador de una copia autorizada de esta escritura para requerir las inscripciones, subinscripciones, cancelaciones y anotaciones que sean pertinentes ante el señor Conservador de Minas respectivo.</p>	<p>XIV. <u>REGISTRATIONS.</u></p> <p>The bearer of a certified copy of this deed is hereby empowered to request all registrations, sub-registrations, cancellation and annotations that may be pertinent before the relevant Mining Registrar.</p>
<p><u>PERSONERÍAS.</u></p> <p>La personería de don [Pablo Mir Balmaceda] para actuar en representación de [Vendedora] consta de escritura pública de [●], otorgada en la Notaría de Santiago de [●]. La personería de don/doña [●] para actuar en representación de [Comprador] consta de escritura pública de fecha [●], otorgada en la Notaría de [●].</p> <p>La personería de don/doña [●] para actuar en representación de [Propietario de la Regalía] consta de escritura pública de fecha [●], otorgada en la Notaría de [●].</p>	<p><u>ACREDITATIONS</u></p> <p>The power-of-attorney of Mr. [Pablo Mir Balmaceda] to act on behalf of [Vendor] is evidenced by way of public deed dated [●], executed at the Notary Public Office of Santiago held by [●].</p> <p>The power-of-attorney of Mr. [●] to act on behalf of [Purchaser], is evidenced by way of [●].</p> <p>The power-of-attorney of Mr. [●] to act on behalf of [Royalty Holder] is evidenced by way of public deed dated [●], executed at the Notary Public Office of Santiago held by [●].</p>

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PERMITTED ENCUMBRANCES

1. Sociedad Contractual Minera Montezuma

Arrieros Project

A. Maverix's right to acquire abandoned mining concessions:

Pursuant to Article Twelve of Annex B of the Maverix Royalty Agreement, if Montezuma were to abandon all or part of the mining concessions affected by the Maverix Royalty, then Montezuma must preferably offer such properties to Maverix, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

B. EMX's right to acquire abandoned mining concessions:

Pursuant to Article Thirteen of Annex B of the EMX-Montezuma Royalty Agreement, if Montezuma were to abandon all or part of the mining concessions affected by the EMX-Arrieros Royalty, then Montezuma must preferably offer such properties to EMX, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

C. EMX Royalty Buyback:

Pursuant to Article Ten of the EMX-Montezuma Royalty Agreement, Montezuma is entitled to buy a 0.5% of the EMX-Arrieros Royalty back from EMX, for the total amount of \$10,000,000. Said buyback shall be available as long as the EMX-Arrieros Royalty is in force.

2. Serena Mining Chile Limitada

2.1. Redondo Verónica Project

A. EMX's right to acquire abandoned mining concessions:

Pursuant to Article Thirteen of Annex B of the EMX-Serena Mining Royalty Agreement, if Serena Mining were to abandon all or part of the mining concessions affected by the EMX-Redondo Verónica Royalty, then Serena Mining must preferably offer such properties to EMX, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

2.2. Block 2 Project

A. EMX's right to acquire abandoned mining concessions:

Pursuant to Article Thirteen of Annex B of the EMX-Serena Mining Royalty Agreement, if Serena Mining were to abandon all or part of the mining concessions affected by the EMX-Block 2 Royalty, then Serena Mining must preferably offer such properties to EMX, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

2.3. Block 3 Project

A. EMX's right to acquire abandoned mining concessions:

Pursuant to Article Thirteen of Annex B of the EMX-Serena Mining Royalty Agreement, if Serena Mining were to abandon all or part of the mining concessions affected by the EMX-Block 3 Royalty, then Serena Mining must preferably offer such properties to EMX, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

2.4. Block 4 Project

A. EMX's right to acquire abandoned mining concessions:

Pursuant to Article Thirteen of Annex B of the EMX-Serena Mining Royalty Agreement, if Serena Mining were to abandon all or part of the mining concessions affected by the EMX-Block 4 Royalty, then Serena Mining must preferably offer such properties to EMX, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

3. Sociedad Contractual Minera Pampa Buenos Aires

3.1. Cerro Blanco Project

A. Hochschild's right to acquire abandoned mining concessions:

Pursuant to Article Five of the Hochschild Royalty Agreement, if Pampa Buenos Aires were to abandon all or part of the mining concessions affected by the Hochschild-Cerro Blanco Royalty, then Pampa Buenos Aires must preferably offer such properties to Hochschild, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

B. EMX's right to acquire abandoned mining concessions:

Pursuant to Article Thirteen of Annex B of the EMX-Pampa Buenos Aires Royalty Agreement, if Pampa Buenos Aires were to abandon all or part of the mining

concessions affected by the EMX-Cerro Blanco Royalty, then Pampa Buenos Aires must preferably offer such properties to EMX, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

3.2. Cerro Buenos Aires Project

A. Hochschild's right to acquire abandoned mining concessions:

Pursuant to Article Five of the Hochschild Royalty Agreement, if Pampa Buenos Aires were to abandon all or part of the mining concessions affected by the Hochschild-Cerro Buenos Aires Royalty, then Pampa Buenos Aires must preferably offer such properties to Hochschild, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

B. EMX's right to acquire abandoned mining concessions:

Pursuant to Article Thirteen of Annex B of the EMX-Pampa Buenos Aires Royalty Agreement, if Pampa Buenos Aires were to abandon all or part of the mining concessions affected by the EMX-Cerro Buenos Aires Royalty, then Pampa Buenos Aires must preferably offer such properties to EMX, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

4. Minera Mena Chile Limitada

Morros Blancos Project

A. Minera Fuego's right to acquire abandoned mining concessions:

Pursuant to Article Eleven of the Minera Fuego SPA, if TVF Exploraciones SpA / today Minera Mena / were to abandon all or part of the mining concessions affected by the Minera Fuego Royalty, then Minera Mena must preferably offer such properties to Minera Fuego, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.

B. EMX Royalty Buyback

Article Ten of the Minera Fuego SpA set out that TVF Exploraciones SpA /today Mena/ will have an option to buy, at any time and at its sole discretion, a percentage equivalent to 50% of the Minera Fuego Royalty, equivalent to (i) a 1% of the NSR regarding precious metals, and (ii) a 0.5% of the NSR regarding base metals. The price of said option is five million dollars of the United States of America¹.

¹ As consequence of the merger between Mena and TVF Exploraciones SpA, Mena assumed all the right and obligations that TVF Exploraciones SpA had with respect to Minera Fuego regarding to Minera Fuego Royalty.

C. EMX's right to acquire abandoned mining concessions:

Pursuant to Article Thirteen of Annex B of the EMX-Minera Mena Royalty Agreement, if Minera Mena were to abandon all or part of the mining concessions affected by the EMX-Morros Blancos Royalty, then Minera Mena must preferably offer such properties to EMX, which will have the right to buy them at a nominal price of \$1 per each of the abandoned properties.