

MINERAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 8th day of March, 2021.

BETWEEN: **BEYOND MINERALS INC.**, a body corporate, existing under the laws of Canada, having its registered office at 360 Main Street, 30th Floor, Winnipeg, Manitoba, R3C 4G1
(the “**Purchaser**”)

AND: **REYNA SILVER CORP.**, a body corporate existing under the laws of British Columbia, having its head office at 595 Burrard Street, Suite 2900, Vancouver, British Columbia, V7X 1J5
(the “**Vendor**”)

WHEREAS:

- A. The Vendor holds a 100% undivided interest in and to the mining rights and any other available rights underlying the thirty-seven (37) non-contiguous mining claims comprising the Fabie-Trudeau-Eastchester polymetallic project located approximately 35 kilometres Northwest of Rouyn-Noranda, Québec, as more particularly described in Schedule A attached hereto (the “**Property**”); and
- B. The Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the entirety of the Vendor’s undivided ownership interest in the Property, upon and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 “**Affiliate**” means any person, partnership, limited liability company, joint venture, corporation, or other form of enterprise that directly or indirectly controls, or is controlled by or is under common control with, a Party. The term “control” as used herein means the rights to the exercise of, directly or indirectly, more than 50% of the voting rights attributable to the shares or ownership interests of the controlled entity.
- 1.2 “**Agreement**” means this Agreement and the Schedules attached hereto.
- 1.3 “**Books and Records**” means all files, documentation and information (in whatever medium and wherever situated) in respect of the Property which are in the Vendor’s possession or control at the Closing Date, including all mining, exploration and technical data, information, reports, maps, plans, samples, cores, core boxes and containers, pulps and rejects, drill logs, surveys, engineering notebooks and other information relating to the Property or work performed thereon;

- 1.4 “**Business Day**” means a day which is not a Saturday or Sunday or a statutory holiday in the provinces of Manitoba or British Columbia.
- 1.5 “**Closing**” means the completion of the sale to and purchase by the Purchaser of the Property and the completion of all other matters contemplated by this Agreement which are to occur prior to or contemporaneously with the purchase and sale of the Property.
- 1.6 “**Closing Date**” means the date on which Closing occurs.
- 1.7 “**Closing Time**” means 10 a.m. (Winnipeg time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing shall take place.
- 1.8 “**Contaminants**” means any substance or material that is prohibited, controlled or regulated under any applicable Environmental Law, including, without limitation, pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials or wastes including, without limiting the generality of the foregoing, solid non-hazardous wastes, hazardous wastes, wastewater, petroleum, its derivatives, by-products or other hydrocarbons, all as defined in or pursuant to any applicable Environmental Laws.
- 1.9 “**Effective Date**” means the date of this Agreement that is written above.
- 1.10 “**Encumbrances**” means any mortgage, charge, pledge, lien, licence, privilege, security interest, royalty, encumbrance, claim or right or interest attaching to or affecting the Property, in each case whether registered or unregistered, and whether arising by agreement, statute or otherwise under applicable Laws.
- 1.11 “**Environmental Laws**” means all Laws relating to the protection of health or the environment resulting from the exploration, mining, operation, reclamation or restoration of the Property, including but not limited to the following: abatement of pollution; protection of the environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including ambient air, surface water and groundwater; and all other Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances, radioactive materials or hazardous wastes.
- 1.12 “**Indigenous Group**” includes the Indian, Inuit and Métis peoples of Canada; a band as defined pursuant to the *Indian Act* (Canada); any government or council including customary government or council established for the benefit of Indian, Inuit and Métis peoples of Canada; a corporation, trust, partnership or other unincorporated organization belonging to or established for the benefit of the Indian, Inuit or Métis peoples of Canada or in which one or more Indian, Inuit or Métis hold an interest; and “**Indigenous Group**” also includes a third party acting on its behalf.

- 1.13 “**Law**” or “**Laws**” means all applicable federal, provincial, territorial and local laws (statutory and common), rules, ordinances, treaties, regulations, judgments, decrees, and other valid governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature.
- 1.14 “**Royalty**” has the meaning assigned to it in Section 3.2(b);
- 1.15 “**Notices**” has the meaning assigned to it in Section 12.1.
- 1.16 “**Party**” means a party to this Agreement and its successors and assigns and “**Parties**” means each of them.
- 1.17 “**Shares**” means fully paid common shares of the Purchaser issued pursuant to Section 3.2(a) of this Agreement.
- 1.18 “**Property**” means all of the mineral claims and mineral interests and other rights as defined in the first recital hereto and more particularly described in Schedule A attached hereto, and any claims, leases or other form of mineral tenure which may replace the same, and all renewals, extensions and amendments thereof or substitutions therefor.
- 1.19 “**Transfer**” shall mean any sale, grant, assignment, conveyance, disposition or other transfer.
- 1.20 “**\$**” means Canadian dollars.
- 1.21 Attached to and forming part of this Agreement are the following Schedules:

Schedule A – Property

Schedule B – Net Smelter Returns Royalty Agreement

ARTICLE 2 TITLE

- 2.1 If the Vendor’s title to all or any part of the Property is on Closing (i) defective, encumbered, or less than as represented in this Agreement; or (ii) contested or challenged by any person, and the Vendor is unable or unwilling to promptly correct the alleged defect, Encumbrance, or impairment; then the Purchaser shall have the right to terminate this Agreement without further obligation (including being excused from any condition to issue any Shares or the Royalty).

ARTICLE 3 PURCHASE AND SALE

- 3.1 The Vendor hereby agrees to sell, transfer, assign and convey to the Purchaser and the Purchaser hereby agrees to purchase and acquire from the Vendor, the Property, free and clear of all Encumbrances, on the Closing Date on the terms and conditions contained in this Agreement

- 3.2 The purchase price payable by the Purchaser to the Vendor for the Property on the Closing Date shall be:
- (a) the issuance by the Purchaser of 1,000,000 Shares to the Vendor; and
 - (b) a 1.0% net smelter return royalty (the “**Royalty**”) granted by the Purchaser to the Vendor in connection with the Property on the terms and conditions set out in Schedule B.
- 3.3 The Vendor will be responsible for all fees, charges and expenses of providing to the Purchaser registrable transfers of the mining rights comprising the Property. The Purchaser will be responsible to pay all fees, charges and expenses of recording and registering such transfers.
- 3.4 The Purchaser and the Vendor shall, on the Closing Date, elect jointly under subsection 167(1) of the *Excise Tax Act* (Canada), and under any similar provision of any applicable provincial legislation, in the form prescribed for the purposes of such provisions, in respect of the sale and transfer of the Property hereunder, and the Purchaser shall file such election(s) within the time periods prescribed under such legislation.

ARTICLE 4 CONDITIONS

- 4.1 The sale by the Vendor and the purchase by the Purchaser of the Property is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of the Purchaser and may be waived by the Purchaser:
- (a) the representations and warranties of the Vendor herein contained shall be true in all material respects when made and as of the Closing Time;
 - (b) all obligations of the Vendor contained in this Agreement to be performed prior to or at the Closing Time shall have been timely performed in all material respects;
 - (c) at the Closing Time, the Vendor shall have delivered to the Purchaser duly executed deeds of transfer in proper registrable form, together with all required supporting documentation, to transfer in favour of the Purchaser 100% of the registered or recorded interest in and to the Property;
 - (d) the Property shall be free and clear of all Encumbrances;
 - (e) any and all necessary regulatory, governmental approvals and other third-party consents and approvals required to permit the transactions to be completed that can be secured prior to Closing, or are normally secured prior to the Closing Time in transactions of this type, shall have been obtained, such approvals or consents to be obtained by March 15, 2021 or such later date that the Parties may agree to in writing;

The conditions contained in Section 4.1 hereof are inserted for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser at any time. If any

of the conditions contained in Section 4.1 hereof are not fulfilled or complied with as herein provided, the Purchaser may, at or prior to the Closing, at the Purchaser's sole option, rescind this Agreement by notice in writing to the Vendor and, in such event, the Purchaser will be released from all obligations hereunder. In such event, the Vendor will also be released from all obligations hereunder.

4.2 The sale by the Vendor and the purchase by the Purchaser of the Property is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of the Vendor and may be waived by the Vendor:

- (a) the representations and warranties of the Purchaser herein contained shall be true in all material respects when made and as of the Closing Time;
- (b) all obligations of the Purchaser contained in this Agreement to be performed prior to or at the Closing Time shall have been timely performed in all material respects; and
- (c) at the Closing Time, the Purchaser shall have delivered to the Vendor a certified true copy of the certificate representing the Shares, registered as directed by the Vendor, the original of which shall be kept with the minute book of the Purchaser pending the Purchaser's engagement of a transfer agent, at which time the original certificate representing the Shares shall be exchanged for a direct registration system (DRS) statement representing the Shares which shall be delivered to the Vendor.

The conditions contained in Section 4.2 hereof are inserted for the exclusive benefit of the Vendor and may be waived in whole or in part by the Vendor at any time. If any of the conditions contained in Section 4.2 hereof are not fulfilled or complied with as herein provided, the Vendor may, at or prior to the Closing, at the Vendor's sole option, rescind this Agreement by notice in writing to the Purchaser and, in such event, the Vendor will be released from all obligations hereunder. In such event, the Purchaser will also be released from all obligations hereunder.

ARTICLE 5 INTERIM PERIOD

5.1 The Vendor shall from the Effective Date until Closing:

- (a) preserve the Property intact and operate and maintain the Property in accordance with standard industry practice and applicable Law;
- (b) not conduct any exploration operations or activities on any of the Property prior to the Closing unless the Purchaser has approved the proposed activities;
- (c) not allow any of the Property to become subject to any Encumbrance;
- (d) not sell, lease, license, transfer or otherwise dispose of, or agree to sell, lease, license, transfer or otherwise dispose of, directly or indirectly, any of the Property other than pursuant to this Agreement;

- (e) maintain the Property in good standing to the Closing;
- (f) not, without the prior written consent of the Purchaser, amend, vary or enter into any contract or transaction which relates to any of the Property; and
- (g) take or cause to be taken all proper steps, actions and corporate proceedings on its part to vest good and marketable title to the Property to the Purchaser free and clear of all Encumbrances.

ARTICLE 6 NON-OBLIGATION

- 6.1 If the Purchaser determines that there are reasonable grounds for belief or concern that any of the representations and warranties of the Vendor in Section 10.1 might be in any respect false or untrue and the Vendor fails to correct them to the Purchaser's reasonable satisfaction within 10 days of Notice from the Purchaser, then in any such case the Purchaser shall cease to be obligated to issue the Shares and grant the Royalty referred to in Sections 3.2(a) and 3.2(b).

ARTICLE 7 ENVIRONMENTAL MATTERS

- 7.1 Subject to Sections 10.1(m) and 10.6 hereof and applicable Law, the Vendor shall assume responsibility for pre-existing environmental conditions, and any reclamation, rehabilitation or restoration obligations resulting from operations or activities conducted on the Property prior to Closing Time up to a maximum aggregate liability of \$250,000 for a period of 12 months following the Closing Time.
- 7.2 Subject to applicable Law, the Vendor shall not assume any responsibility for any reclamation, rehabilitation or restoration obligations with respect to the Property or in respect of activities on the Property and resulting from exploration or mining activities done on the Property by the Purchaser subsequent to the Closing Time.

ARTICLE 8 CLOSING

- 8.1 The Closing shall take place in the offices of MLT Aikins LLP, counsel to the Purchaser, at the Closing Time on the Closing Date, or at such other time and place as the Purchaser and the Vendor may otherwise agree. At the Closing Time:
- (a) the Vendor shall provide to the Purchaser the following documents, prepared and/or delivered at the expense of the Vendor and in form and substance satisfactory to the Purchaser:
 - (i) such instruments or agreements of sale, transfer, conveyance, assignment or delivery, in registrable form or otherwise, in respect of the Property, as the Purchaser may reasonably require to effect the full and effective sale, transfer, conveyance, assignment or delivery thereof to the Purchaser,

together with payment of all fees, charges and expenses to record and register such transfers or evidence of the payment thereof;

- (ii) complete copies of the Books and Records; and
 - (iii) such other documents, certificates and other instruments as would be usual in respect of the transaction contemplated herein or as the Purchaser may reasonably require; and
- (b) the Purchaser shall issue the Shares in accordance with Section 3.2(a) and deliver a duly executed Net Smelter Returns Royalty Agreement in the form attached as Schedule "B" hereto.

8.2 It shall be a condition of the Closing that all matters of payment and the execution and delivery of documents by any Party to the others that are required pursuant to the terms of this Agreement to be delivered at the Closing Time shall be concurrent requirements and that nothing will be complete at the Closing until everything required as a condition precedent to the Closing has been paid, executed and delivered, as the case may be.

ARTICLE 9 RESTRICTION ON ASSIGNMENT

- 9.1 None of the Parties hereto may transfer all or part of its rights under this Agreement to a third party without the written consent of the other Parties. Notwithstanding the foregoing, any Party may freely transfer all or part of its rights under this Agreement to a wholly owned subsidiary.
- 9.2 A Party transferring its rights and interests as permitted or required hereby shall require any transferee to execute a counterpart of this Agreement and thereby to agree to be bound by the contractual terms hereof in the same manner and to the same extent as though a Party hereto in the first instance.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

- 10.1 The Vendor represents and warrants to the Purchaser that:
- (a) The Vendor is the legal and beneficial owner of, and possesses and has good and marketable title to, an undivided 100% interest in and to the Property, free and clear of all Encumbrances and, without limiting the generality of the foregoing, the Vendor has not entered into and there are no agreements or options to grant or convey any interest or any right capable of becoming an interest in any of the Property or to pay any royalties with respect to the Property (other than the Royalty);
 - (b) the mineral claims and any other mining rights comprising the Property have been duly and validly registered, recorded and issued pursuant to all applicable Laws in the province of Québec and are in good standing and the information in Schedule A is accurate;

- (c) the Vendor has full power and absolute authority to grant to the Purchaser the rights provided in this Agreement, the legal capacity and competence to enter into and execute this Agreement and to perform the Vendor's obligations hereunder and this Agreement has been duly authorized, executed and delivered;
- (d) the execution and delivery of this Agreement and the exercise by the Purchaser of the rights granted to it under this Agreement will not conflict with or be in contravention of any Law or conflict with rights of third parties or result in a breach of or default under any agreement or other instrument of obligation to which the Vendor is a party or by which the Vendor or the Property may be bound;
- (e) this Agreement constitutes a legal, valid and binding obligation of the Vendor;
- (f) there are not any suits, actions, prosecutions, investigations or proceedings, actual, or to the best of its knowledge, pending or threatened, against or affecting the Vendor or that relate to or have an adverse effect on the Property and to the best of its knowledge there are no grounds on which any such suit, action, prosecution, investigation or proceeding might be commenced with any reasonable likelihood of success;
- (g) to the best of its knowledge, all rentals, taxes, duties, royalties, rates, charges, fees or other levies of every nature and kind heretofore levied against any of the Property have been fully paid and satisfied;
- (h) there are no memorandums of understanding, impact and benefits agreements or any other agreements of the same nature, to which an Indigenous Group is a party, affecting the Property;
- (i) no Indigenous Group has approached the Vendor to enter into a memorandum of understanding, impact and benefits agreements or any other agreements of the same nature;
- (j) the Vendor is not a party to any agreements with any Indigenous Group in relation to the Property;
- (k) the Vendor has never acknowledged or represented to any Indigenous Group that any of the Property is affected by a memorandum of understanding, impact and benefit agreements or any other agreements of the same nature;
- (l) to the best of its knowledge, there are no pending or ongoing claims or actions taken by or on behalf of any Indigenous Group with respect to any of the Property; and
- (m) without limiting the generality of any other representation or warranty in this Agreement, in connection only with the Property:
 - (i) to the best of its knowledge, it has been and is in compliance with all Environmental Laws;

- (ii) to the best of its knowledge, no Contaminant is present beneath the ground surface of, or is migrating to or from, any of the Property;
 - (iii) none of the Property has been used by it for the disposal of waste, nor, to the best of its knowledge, has any of the Property been used at any time by any person for the disposal of waste;
 - (iv) neither it nor, to the best of its knowledge, any other person, has used or permitted to be used, except in compliance with Environmental Laws, any of the Property to generate, manufacture, process, distribute, use, treat, store, dispose of, transport and handle any Contaminant, nor has it caused or permitted the release of any Contaminant except in compliance with Environmental Laws;
 - (v) it has not received with respect to any of the Property: (i) any notice of or been prosecuted for non-compliance with any Environmental Laws; or (ii) any notice alleging that it or any predecessor in title is responsible (or potentially responsible) for the clean-up of any Contaminant; or (iii) any order from a governmental authority under Environmental Laws; nor has it settled any such allegations of non-compliance. It has not received any orders from a governmental authority or directions relating to environmental matters requiring any plans, work, repairs or construction or capital expenditures to be made with respect to any of the Property;
 - (vi) no investigations have or are being conducted or, to the best of its knowledge, threatened by any governmental entity against it pursuant to any Environmental Law;
 - (vii) there have been no health or safety occurrences affecting any of the Property, including, without limitation, the presence of any industrial disease or any occupational illness in the workplace or among its employees, which could or did result in an action or claim against it by any of its employees, former employees or their respective dependants, heirs or legal personal representatives or under any applicable insurance programs, workers' compensation laws or other Environmental Laws; and
 - (viii) to the best of its knowledge, there are no facts, circumstances or conditions that directly or indirectly relate to any of the Property or the past or present conduct of its business with respect to environmental, health or safety matters that have existed or now exist and already have had or may have a material adverse effect on any of the Property or that may give rise to any significant liability to or prosecution of the Purchaser concerning the protection, preservation or remediation of the environment; and
- (n) it is not a non-resident for the purposes of the *Income Tax Act* (Canada).

10.2 Purchaser represents and warrants to the Vendor that:

- (a) it is a corporation duly organized and validly existing in the jurisdiction of its incorporation and is qualified to do business and in good standing under the laws of the territory in which the Property is located;
- (b) the execution and delivery of this Agreement and the exercise by the Purchaser of the rights granted to it under this Agreement will not conflict with or result in a breach of or default under any agreement or other instrument of obligation to which the Purchaser is a party or by which it may be bound;
- (c) this Agreement constitutes a legal, valid and binding obligation of the Purchaser;
- (d) the Shares issuable pursuant to this Agreement have been duly and validly authorized and, upon receiving full payment for the Shares, the Shares will be validly issued as fully paid and non-assessable common shares in the capital of the Purchaser; and
- (e) the Purchaser will have not more than 12,000,000 common shares issued and outstanding (on an undiluted basis) upon it gaining a listing on a stock exchange.

10.3 The representations and warranties contained in Section 10.1:

- (a) are provided for the exclusive benefit of the Purchaser and a breach of any one or more of them may be waived by the Purchaser in writing in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty; and
- (b) shall survive the execution and delivery of this Agreement and the termination of this Agreement.

10.4 The representations and warranties contained in Section 10.2:

- (a) are provided for the exclusive benefit of the Vendor and a breach of any one or more of them may be waived by the Vendor in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty; and
- (b) shall survive the execution and delivery of this Agreement and the termination of this Agreement.

10.5 The Vendor acknowledges that the Shares issued pursuant to this Agreement are subject to a hold period of four months and one day from the date of issuance, and are subject to resale restrictions under applicable securities laws and may be subject to resale or escrow restrictions under the policies of the stock exchanges on which the common shares of the Purchaser may be listed for trading in the future, and acknowledges that any certificates or direct registration system (DRS) statements representing the Shares may bear a legend indicating that the resale of such Shares is restricted.

- 10.6 Each Party will indemnify and save harmless the other Party and its Affiliates and their personnel from and against any and all claims, debts, demands, suits, actions and causes of action whatsoever which may be brought or made against one or more of them by any person, firm or corporation and all loss, cost, damages, expenses and liabilities which may be suffered or incurred by them arising out of or in connection with or in any way referable to, whether directly or indirectly any breach of the indemnifying Party's representations and warranties under this Agreement.

ARTICLE 11 CONFIDENTIALITY

- 11.1 Subject to Section 11.2 all information received or obtained by the Purchaser or the Vendor hereunder or pursuant hereto shall be kept confidential by it and no part thereof may be disclosed or published without the prior written consent of the other except such information as may be required to be disclosed or published by Law, provided that any such required disclosure shall be strictly limited in scope and content to the extent reasonably possible; and except that either Party may disclose information to any person or persons with whom it proposes to contract pursuant to Section 9.1 and have agreed in writing to hold the same in confidence to the same extent as the Parties are obligated under this Article 11, it being agreed that prior to such disclosure, the non-disclosing Parties shall receive Notice thereof and a copy of the confidentiality agreement executed by the person or persons with whom the disclosing Party proposes to contract pursuant to Section 9.1.
- 11.2 Confidential information shall not include the following:
- (a) information that, at the time of disclosure, is in the public domain;
 - (b) information that, after disclosure, is published or otherwise becomes part of the public domain through no fault of the recipient;
 - (c) information that the recipient can show already was in the possession of the recipient at the time of disclosure;
 - (d) information that the recipient can show was received by it after the time of disclosure, from a third party who was under no obligation of confidence to the disclosing Party at the time of disclosure.
- 11.3 Except as required by Law or securities regulatory authority, none of the Parties shall make any public announcements or statements concerning this Agreement or the Property without the prior consent of the other Parties, which consent shall not to be unreasonably withheld, conditioned or delayed.
- 11.4 The text of any public announcements or statements including a news release which a Party intends to make pursuant to the exception in Section 11.1 shall be made available to the other Parties and the other Parties shall have the right to make suggestions for changes therein. If the Purchaser is identified in any such public announcement or statement it shall not be released without the consent of the Purchaser in writing.

- 11.5 In providing its approval of a public announcement or statement, a Party does not thereby assume any liability or responsibility for the contents thereof, which shall be the sole responsibility of the disclosing Party, and the disclosing Party shall indemnify, defend and save the other Party harmless from any costs and liabilities it may incur in that regard. This provision shall survive expiration or earlier termination of this Agreement.

ARTICLE 12 NOTICES

- 12.1 All notices and other required communications (the “Notices”) which any Party is required or may desire to give to or make upon any other Party pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or sent by email as follows:

- (a) If to the Purchaser, at:

Beyond Minerals Inc.
30th Floor – 360 Main Street
Winnipeg, Manitoba R3C 4G1

Attention: Craig Gibson, President and CEO
Email: craig.gibson@prodemin.com

With a copy, which shall not constitute notice, to:

MLT Aikins LLP
30th Floor – 360 Main Street
Winnipeg, Manitoba R3C 4G1

Attention: Tom Provost
Email: tprovost@mltaikins.com

- (b) If to the Vendor, at:

Reyna Silver Corp.
595 Burrard Street, Suite 2900
Vancouver, British Columbia V7X 1J5

Attention: Jorge Ramiro Monroy, CEO
Email: jr@emarcap.com

All Notices shall be given (i) by personal delivery to the addressee, or (ii) by email, with a confirmation sent by registered or certified mail return receipt requested, or (iii) by registered or certified mail return receipt requested or by commercial courier. All Notices shall be effective and shall be deemed delivered (i) if by personal delivery on the date of delivery if delivered during normal business hours and, if not delivered during normal business hours, on the next Business Day following delivery, (ii) if by email on the next Business Day following receipt of the electronic communication, and (iii) if solely by

mail, or commercial courier on the next Business Day after actual receipt. A Party may change its address by Notice to the other Party.

ARTICLE 13 MISCELLANEOUS

- 13.1 **Applicable Law.** The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the province of Québec and the federal laws of Canada applicable therein, excluding any conflict of law principles that would require the application of the law of any other jurisdiction.
- 13.2 **Termination.** Either Party may terminate this Agreement by providing notice in writing to the other Party if the Closing does not occur by March 15, 2021.
- 13.3 **Entire Agreement.** This Agreement terminates and replaces all prior agreements, either written, oral or implied, between the Purchaser and the Vendor with respect to the Property, and constitutes the entire agreement between the Parties with respect to the Property.
- 13.4 **Void or Invalid Provision.** If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and in no way be affected, impaired or invalidated thereby.
- 13.5 **Recording.** During the term of this Agreement the Purchaser shall have the right to register this Agreement or a notice thereof in offices of public record in the province of Québec against the Property. If requested by a Party, the other Parties will cooperate to execute and register a notice of this Agreement to provide notice to third parties of the Agreement and of the respective rights and interests of the Parties in and to the Property.
- 13.6 **Additional Documents.** Each Party shall do and perform all such acts and things, and execute all such deeds, documents and writings, and give all such assurances, as may be necessary to give effect to this Agreement.
- 13.7 **Binding Effect.** This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective personal representatives, heirs, executors, administrators, successors and permitted assigns.
- 13.8 **Counterparts.** This Agreement may be executed in counterparts and by electronic transmission, each of which shall be deemed to be an original and all of which shall constitute one and the same document.
- 13.9 **Language.** The Parties have requested that this Agreement and all related documents be drawn up in English only. *Les parties ont demandé que la présente convention et tous les documents y afférents soient rédigés en anglais seulement.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

BEYOND MINERALS INC.

Per: “Craig Gibson”
Craig Gibson
President and CEO

REYNA SILVER CORP.

Per: “Jorge Ramiro Monroy”
Jorge Ramiro Monroy
CEO

SCHEDULE A
PROPERTY

No.	NTS Sheet	Type of Title	Title No.	Status	Expiry Date	Area (Ha)	Excess Work	Required Work	Required Fees
1	NTS 32D06	CDC	2454283	Active	2021-07-20 23:59	25.01	3163.62	1200	67
2	NTS 32D06	CDC	2454284	Active	2021-07-20 23:59	20.74	3618.6	500	34.25
3	NTS 32D06	CDC	2454285	Active	2021-07-20 23:59	20.88	3618.6	500	34.25
4	NTS 32D06	CDC	2454286	Active	2021-07-20 23:59	21.04	4818.6	500	34.25
5	NTS 32D06	CDC	2454287	Active	2021-07-20 23:59	43.48	3163.6	1200	67
6	NTS 32D06	CDC	2457306	Active	2021-08-14 23:59	57.14	6171.91	1200	67
7	NTS 32D06	CDC	2457307	Active	2021-08-14 23:59	57.14	5716.91	1200	67
8	NTS 32D06	CDC	2457308	Active	2021-08-14 23:59	57.14	15650.75	1200	67
9	NTS 32D06	CDC	2457309	Active	2021-08-14 23:59	57.14	20450.75	1200	67
10	NTS 32D06	CDC	2457310	Active	2021-08-14 23:59	43.99	6171.91	1200	67
11	NTS 32D06	CDC	2457311	Active	2021-08-14 23:59	15.93	6171.92	500	34.25
12	NTS 32D06	CDC	2457312	Active	2021-08-14 23:59	15.87	14243.57	500	34.25
13	NTS 32D06	CDC	2457313	Active	2021-08-14 23:59	15.89	14243.57	500	34.25
14	NTS 32D11	CDC	2457314	Active	2021-08-14 23:59	35.59	4240.47	1200	67
15	NTS 32D11	CDC	2457315	Active	2021-08-14 23:59	6.54	4695.47	500	34.25
16	NTS 32D11	CDC	2457316	Active	2021-08-14 23:59	22.05	4695.47	500	34.25
17	NTS 32D11	CDC	2457317	Active	2021-08-14 23:59	20.02	4695.47	500	34.25
18	NTS 32D11	CDC	2457318	Active	2021-08-14 23:59	36.31	4240.47	1200	67
19	NTS 32D11	CDC	2457319	Active	2021-08-14 23:59	6.68	4695.47	500	34.25
20	NTS 32D11	CDC	2457320	Active	2021-08-14 23:59	22.45	4695.45	500	34.25
21	NTS 32D11	CDC	2457321	Active	2021-08-14 23:59	20.4	4695.44	500	34.25
22	NTS 32D06	CDC	2505040	Active	2022-11-19 23:59	57.12	0	1200	67
23	NTS 32D06	CDC	2505041	Active	2022-11-19 23:59	57.12	0	1200	67
24	NTS 32D06	CDC	2505042	Active	2022-11-19 23:59	57.12	0	1200	67
25	NTS 32D06	CDC	2505043	Active	2022-11-19 23:59	57.12	0	1200	67
26	NTS 32D06	CDC	2507578	Active	2022-12-06 23:59	57.14	0	1200	67
27	NTS 32D06	CDC	2507579	Active	2022-12-06 23:59	57.14	0	1200	67
28	NTS 32D06	CDC	2507580	Active	2022-12-06 23:59	57.14	0	1200	67
29	NTS 32D06	CDC	2507581	Active	2022-12-06 23:59	57.13	0	1200	67
30	NTS 32D06	CDC	2507582	Active	2022-12-06 23:59	57.13	0	1200	67
31	NTS 32D06	CDC	2507583	Active	2022-12-06 23:59	57.13	0	1200	67
32	NTS 32D06	CDC	2507584	Active	2022-12-06 23:59	15.88	0	500	34.25
33	NTS 32D06	CDC	2507585	Active	2022-12-06 23:59	15.9	0	500	34.25
34	NTS 32D06	CDC	2507586	Active	2022-12-06 23:59	37.64	0	1200	67

35	NTS 32D06	CDC	2507587	Active	2022-12-06 23:59	37.59	0	1200	67
36	NTS 32D06	CDC	2507588	Active	2022-12-06 23:59	37.54	0	1200	67
37	NTS 32D06	CDC	2507589	Active	2022-12-06 23:59	25.49	0	1200	67

SCHEDULE B

NET SMELTER RETURNS ROYALTY AGREEMENT

THIS AGREEMENT is made as of the 8th day of March, 2021.

BETWEEN: **BEYOND MINERALS INC.**, a body corporate, existing under the laws of Canada, having its registered office at 360 Main Street, 30th Floor, Winnipeg, Manitoba, R3C 4G1

(the “**Payor**”)

AND: **REYNA SILVER CORP.**, a body corporate existing under the laws of British Columbia, having its head office at 595 Burrard Street, Suite 2900, Vancouver, British Columbia, V7X 1J5

(the “**Royalty Holder**”)

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties covenant and agree as follows:

1. Interpretation

1.1 In this agreement, unless otherwise provided:

“**Affiliate**” means any person, partnership, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, “control” means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

“**Agreement**” means this Net Smelter Returns Royalty Agreement.

“**Allowable Deductions**” means all costs, charges and expenses paid, incurred, or deemed incurred by the Payor for or with respect to Products including:

- (i) charges for treatment in the smelting, refining and other beneficiation process (including handling, processing, interest, and provisional settlement fees, weighing, sampling, assaying, umpire and representation costs, penalties, and other processor deductions),
- (ii) actual costs of transportation (including loading, freight, insurance, security, transaction taxes, handling, port, demurrage, delay, and forwarding expenses incurred by reason of or in the course of transportation) of Products from the Property to the place of treatment and then to the place of sale,

- (iii) costs or charges of any nature for or in connection with insurance, storage, or representation at a smelter or refinery for Products or refined metals,
- (iv) sales and brokerage costs, and
- (v) applicable taxes, royalties, fees and charges paid to governmental authorities including sales, use, severance, excise, net proceeds of mine, and ad valorem taxes and any tax on or measured by mineral production, but not including income taxes of the Payor or the Royalty Holder,

provided that whether Products are processed on or off the Property in a facility wholly or partially owned by the Payor or a shareholder of the Payor or by an Affiliate of the Payor or an Affiliate of a shareholder of the Payor, Allowable Deductions will not include any costs that are in excess of those which would be incurred on an arm's length basis, or which would not be Allowable Deductions if those Products were processed by an independent third party.

“Business Day” means a day on which banks are generally open for business in Canada.

“NSR Royalty” or **“Royalty”** has the meaning set forth at Section 3.2.

“Party” or **“Parties”** means one or more of the parties to this Agreement.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Products” means all ores, dore, concentrates, mineral products, metals and minerals which are produced or extracted by or on behalf of the Payor from the Property.

“Property” means the mineral properties described in Appendix I.

“Quarterly Average Metal Price” means the arithmetic mean of the daily or other periodic price per unit for the relevant metal or mineral, as quoted by “Metals Week” and calculated separately during the quarter in question provided, however, that if any such price ceases to be so published or the basis of determining the same is changed in any material manner that is adverse to either or both of the Parties, either Party may require the designation of a price and/or publication in substitution for the relevant one designated above, and if within thirty (30) days after so requiring such substitution the Parties have not agreed upon a substitute publication or quotation, the same shall be designated by arbitration hereunder and such designation shall be final and binding upon the Parties.

“Restricted Person” means any person with which the Payor or its Affiliates is prohibited from doing business under any trade restriction, embargo or other applicable law or any person which is listed on the trade sanction list maintained by Canada or the United States of America.

1.2 In this Agreement:

- (a) the singular includes the plural and vice versa;
- (b) the masculine includes the feminine and vice versa;
- (c) all references to “dollars” or “\$” are to the lawful currency of Canada;
- (d) words such as “include” and “including” when following any general statement, term or matter, shall not be construed to limit that general statement, term or matter to the specific items or matters immediately following those words or to similar items or matters following those words or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of that general statement, term or matter;
- (e) all provisions requiring a Party to or refrain from doing something shall be interpreted as the covenant of that Party with respect to that matter notwithstanding the absence of the words “covenants” or “agrees” or “promises”;
- (f) all provisions requiring a Party to do something shall be interpreted as including the covenant of that Party to cause that thing to be done when the Party cannot directly perform the covenant but can indirectly cause that covenant to be performed, whether by an Affiliate under its control or otherwise;
- (g) the words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions when used in this Agreement refer to the whole of this Agreement and not to any particular part, section, exhibit or portion thereof; and
- (h) the provisions of this Agreement shall apply only to legal relations between the Parties in their respective capacities as Payor and Royalty Holder under this Agreement and shall not amend, limit, expand or otherwise affect their legal relations pursuant to any other agreements or relationships between them.

1.4 If any provision of this Agreement or its application to any circumstance shall be held invalid, illegal, or unenforceable in any respect, such provisions shall be severed from this Agreement, or from application to the circumstance, and the validity, legality, and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.

1.5 Appendix I - Property, attached to this Agreement, is by reference incorporated into and forms part of this Agreement.

1.6 Except as may otherwise be specifically provided, this Agreement shall be governed by and construed in accordance with the laws of the province of Québec.

1.7 If any time period set forth in this Agreement ends on a day of the week which is not a Business Day, then notwithstanding any other provision of this Agreement, such period shall be

extended until the end of the next following day which is a Business Day.

2 Representations by the Parties

2.1 The Parties represent and warrant, each to the other, that:

- (a) this Agreement constitutes a legal, valid and binding agreement which is enforceable against it in accordance with its terms; and
- (b) the execution, delivery and performance by it of its obligations hereunder have been duly authorized by all necessary action, corporate or otherwise, and any and all necessary third party approvals have been obtained.

3 Conveyance of Royalty

3.1 The Payor hereby grants and conveys the NSR Royalty unto the Royalty Holder.

3.2 On the terms and conditions specified in this Agreement, the Payor shall pay to the Royalty Holder an amount calculated as 1.0% of the gross value of all Products derived and shipped from the Property as that value is shown by the written statements provided to the Payor by the smelter or refinery which smelts or refines the Products, less Allowable Deductions and no other deductions (the “NSR Royalty” or the “Royalty”).

3.3 For greater certainty, Allowable Deductions shall be based upon arms-length industry standards and if Products are processed on or off the Property in a facility wholly or partially owned by the Payor or a shareholder of the Payor or by an Affiliate of the Payor or an Affiliate of a shareholder of the Payor, Allowable Deductions shall not include any costs that are in excess of those which would be incurred on an arm’s length basis, or which would not be Allowable Deductions if those Products were processed by an independent third party.

3.4 In the event that the Payor sells or causes the sale of Products other than to a smelter or refinery or otherwise causes the removal of Products from the Property, the Royalty shall be calculated on the gross value of recoverable metals and minerals contained in such Products, without deductions except for penalties or offsets in respect of ore dependent factors, if any, imposed by the buyer in relation to the specific Products delivered. The amount of recoverable metals and minerals contained in Products removed from the Property shall be calculated and determined based upon assays, metallurgical tests and such other analyses as are customary in the industry which are conducted in a manner satisfactory to both Parties acting reasonably. If the Parties are unable to agree on the manner of conducting such assays, tests and analyses for a period of 30 days, either Party may refer the question to arbitration hereunder and the decision of the arbitrator shall be final and binding upon the Parties. The gross value of such metals and other minerals shall be determined by multiplying the amount of such recoverable metals and minerals by the Quarterly Average Metal Price.

4 Payor to Determine Operations

4.1 The Payor may, but shall not be obligated to, treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other

Products at sites located on or off the Property, prior to sale, transfer, or conveyance to a purchaser, user, or consumer. The Payor shall have complete discretion concerning the nature, timing and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Property and may suspend operations and production on the Property at any time it considers prudent or appropriate to do so. The Payor shall owe the Royalty Holder no duty to explore, develop or mine the Property, or to do so at any rate or in any manner other than that which the Payor may determine in its sole and unfettered discretion.

5 Transfer of the Royalty

5.1 Subject to section 5.2, the Royalty Holder may convey or assign all or any undivided portion of the Royalty payable either for a stated term of years or up to a specified dollar amount, or in its entirety, to any Person other than a Restricted Person, provided that:

- (a) such conveyance or assignment shall not be effective against the Payor until the assignee has delivered to the Payor a written and enforceable undertaking, whereby such assignee agrees to be bound, to the extent of the interest assigned, by all of the terms and conditions of this Agreement; and
- (b) notwithstanding any assignment by the Royalty Holder, the Payor shall not be or become liable to make payments in respect of the Royalty to, or to otherwise deal in respect of this Agreement with, more than one person. If the interests of the Royalty Holder hereunder are at any time owned by more than one person, such owners shall, as a condition of receiving payment hereunder, nominate one person to act as agent and common trustee for receipt of monies payable hereunder and to otherwise deal with the Payor in respect of such interests (including, without limitation, the giving of notice to take or cease taking in kind) and no royalty owner shall be entitled to administer or enforce any provisions of this Agreement except through such agent and trustee. In such events, the Payor shall, after receipt of notice respecting the nomination of such agent and trustee, thereafter make and be entitled to make payments due hereunder in respect of the Royalty to such agent and trustee and to otherwise deal with such agent and trustee as if it were the sole holder of the Royalty hereunder.

5.2 The Royalty Holder hereby grants the Payor the right of first refusal to acquire any interest in the Royalty which the Royalty Holder may seek to dispose of (the “**Royalty Interest**”) at any time during the term of this Agreement; in accordance with the following procedure:

- (a) The Royalty Holder shall deliver to the Payor a written notice (the “**Notice**”) stating: (A) the Royalty Holder’s bona fide intention to sell or otherwise transfer such Royalty Interest; (B) the name of each proposed purchaser or other transferee (the “**Proposed Transferee**”); (C) the nature of the Royalty Interest to be transferred to each Proposed Transferee; and (D) the material terms and conditions of each proposed sale or transfer. The Royalty Holder shall offer the Royalty Interest at the same price (the “**Offered Price**”) and upon the same terms (or terms as similar as reasonably possible) to the Payor or its assignee(s);

- (b) At any time within 30 days after receipt of the Notice (the “**Right of First Refusal Period**”), the Payor and/or its assignee(s) may, by giving written notice to the Royalty Holder, elect to purchase all or a portion of the Royalty Interest proposed to be transferred to the Proposed Transferee(s), at the Offered Price;
- (c) If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Payor’s Board of Directors in good faith; and
- (d) Closing of the purchase and sale of the Royalty Interest pursuant to the right of first refusal hereunder shall occur within 60 days following expiry of the Right of First Refusal Period. Payment of the Offered Price shall be made, at the option of the Payor or its assignee(s), in cash (by cheque or wire transfer of immediately available funds), by cancellation of all or a portion of any outstanding indebtedness, or by any combination thereof.

6 Payment Obligations

6.1 The obligation to pay the Royalty shall accrue upon actual receipt of payment by the Payor for Products sold.

6.2 NSR Royalty shall be due and payable quarterly (for the three months ended March 31, June 30, September 30 and December 31 of each year) on the last day of the month next following the end of the calendar quarter in which the payment obligation in respect of such Products accrued.

Royalty payments shall be accompanied by a statement which is certified to be correct by a senior officer of the Payor showing in reasonable detail the basis upon which the Royalty payment was determined including, without limitation:

- (a) the quantities and grades of Products produced and removed from the Property in the preceding calendar quarter;
- (b) the gross value of Products delivered to a smelter or refinery, as reflected by written statements provided by the smelter or refinery;
- (c) true and up to date copies of any agreements pursuant to which Products are smelted or refined;
- (d) copies of all assay results obtained from Products which are removed from the Property;
- (e) an accounting of actual cash receipts and Allowable Deductions; and
- (f) such other pertinent information as the Royalty Holder may request, in sufficient detail to further explain the calculation of the Royalty payment.

In addition, within ninety (90) days after the end of each calendar year, the Payor shall deliver to

the Royalty Holder a statement setting forth a summary of the determination of the Royalty payable to the Royalty Holder for such year certified to be correct by a senior officer of the Payor.

6.3 All Royalty payments shall be considered final and in full satisfaction of all obligations of the Payor with respect thereto, unless the Royalty Holder gives the Payor written notice describing and setting forth a specific objection to the determination thereof within ninety (90) days after receipt of the Royalty Holder of the annual statement delivered pursuant to Section 6.2. If the Royalty Holder objects to a statement as herein provided, the Royalty Holder shall, for a period of sixty (60) days after the Payor's receipt of notice of such objection, have the right, no more frequently than once per calendar quarter and upon reasonable notice and at a reasonable time, to commence to have the Payor's accounts and records relating to the production of the Products and the calculation of the Royalty in question audited by a chartered professional accountant acceptable to the Royalty Holder and to the Payor. If such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holder such deficiency or excess shall be resolved by adjusting the next quarterly Royalty payment due hereunder. If production has ceased, settlement shall be made between the parties by cash payment. The Royalty Holder shall pay all costs of such audit unless a deficiency of five percent (5%) or more of the amount due to the Royalty Holder is determined to exist, in which case the Payor shall pay the costs of such audit. Failure on the part of the Royalty Holder to make claim on the Payor for adjustment in such 90-day period shall establish the correctness of the payment and preclude the filing of exceptions thereto or making of claims for adjustment thereon.

6.4 All payments to be made under this Agreement shall be made in Canadian dollars.

6.5 Payments hereunder shall be made without demand, notice, set-off, or reduction, by wire transfer in good, immediately available funds, to such account or accounts as the Royalty Holder may designate pursuant to wire instructions provided by the Royalty Holder to the Payor not less than three (3) business days prior to the dates upon which such payments are to be made.

6.6 The Payor shall have the right to market and sell Products in any manner it may elect, and shall have the right to engage in forward sales, futures trading or commodity options trading and other price hedging, price protection, and speculative arrangements ("**Trading Activities**") which may involve the possible physical delivery of Products. The Royalty shall not apply to, and the Royalty Holder shall not be entitled to participate in, the proceeds generated by the Payor, or an Affiliate, in Trading Activities or in the actual marketing or sales of Products. In determining the value of Products subject to the Royalty, the Payor shall not be entitled to deduct any losses suffered by the Payor or an Affiliate in Trading Activities. In the event that the Payor engages in Trading Activities, the Royalty shall be determined on the basis of the gross value of Products produced, as set forth in this Agreement, and without regard to the price or proceeds actually received by the Payor, for or in connection with the sale, or the manner in which a sale to a third party is made by the Payor.

6.7 All books and records used by the Payor to calculate NSR Royalty due hereunder shall be kept in accordance with generally accepted accounting principles in Canada and shall be available to the Royalty Holder, its auditors and its authorized agents on a confidential basis as required pursuant to Section 10.1 during normal business hours and after reasonable notice,

provided that the Royalty Holder will exercise its access rights pursuant to this section so as to minimize interference with the Payor's conduct of its business.

6.8 The obligations of the Payor to pay the Royalty (i) shall continue as an interest in the Property; and (ii) shall not be sold, transferred or assigned by the Payor either upon the sale of any interest in the Property or upon the merger, amalgamation or business arrangement involving the Payor and any other entity unless the new entity or purchaser agrees to be bound by the terms of this Agreement as if an original signatory hereto.

7 Blending or Commingling

7.1 There shall be no blending or commingling of Products with any products mined or otherwise produced from any other properties or mining operations without the express written consent of the Royalty Holder, which consent shall not unreasonably be withheld. In the event that commingling of Products is permitted pursuant to this Section, Allowable Deductions shall not include any penalties or offsets or any other item which arises as a result of or in relation to any material with which Products hereunder are commingled.

8. Indemnity

8.1 The Payor agrees that it shall defend, indemnify, reimburse and hold harmless the Royalty Holder, its officers, directors, shareholders, employees and its successors and assigns (collectively the "**Indemnified Parties**"), and each of them, from and against any and all claims, demands, liabilities, actions and proceedings, which may be made or brought against the Royalty Holder or which it may sustain, pay or incur that howsoever result from or relate to operations conducted on or in respect of the Property that results from or relate to the mining, handling, transportation, smelting or refining of the Products or the handling of transportation of the Products. However, the indemnity provided in this section is limited to claims, demands, liabilities, actions and proceedings that may be made in respect of the Indemnified Parties solely in their capacity as or related to the Royalty Holder as a holder of the Royalty.

9 Arbitration of Disputes

9.1 In the event of any dispute, claim, question or disagreement (each a "**Dispute**") arising out of or relating to this Agreement (other than disputes arising under Section 6.3, which disputes shall be resolved in accordance with the terms of that Section), a Party asserting a Dispute shall notify the other Party in writing (the "**Dispute Notice**") providing a reasonably detailed description of the Dispute, and the Parties to the Dispute shall use reasonable commercial efforts to settle such Dispute. For this purpose, the Parties shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution to the Dispute within a period of sixty (60) days after receipt of the Dispute Notice by one of the Parties.

9.2 If the Parties cannot resolve the Dispute within the sixty (60) day period following receipt of the Dispute Notice, any Party may refer the Dispute to arbitration in accordance with Book VII (Articles 620 *et seq*) of the Code of Civil Procedure (Québec) ("**Arbitration Provisions of the Code of Civil Procedure**"). The arbitration shall be held in the city of Montréal before one (1) arbitrator. The arbitrator shall be qualified by his/her experience and skills in the areas covered by the Dispute and, unless the Parties agree in writing further to full disclosure of any

information regarding a potential conflict of interest, free of any legal or business conflicts involving the Parties.

9.3 If the Parties do not reach an agreement on a single arbitrator within fifteen (15) days following the expiry of the above-mentioned sixty (60) day period, any Party may apply to a judge of the Québec Superior Court for the appointment of an arbitrator. Unless the Parties agree to share the arbitration costs, the arbitrator shall decide what portion of the costs and expenses incurred in such proceeding shall be borne by each Party participating in the arbitration. The award of the arbitrator shall be final and binding on each of the Parties and shall not be subject to any appeal on any ground, including an error of law. The arbitration shall be conducted in the English language and shall be governed by the laws of Québec and the laws of Canada applicable therein. Subsequent to the decision of the arbitrator, the arbitration award may be enforced through any court of justice having jurisdiction. The Parties covenant that they shall conduct all aspects of such arbitration having regard at all times to expediting the final resolution of such arbitration.

9.4 The provisions of this Agreement providing for the resolution of Disputes shall not operate to prevent recourse to the court by any Party as permitted by the Code of Civil Procedure Arbitration Provisions with respect to injunctions, receiving orders and orders regarding the detention, preservation and inspection of property, or whenever enforcement of an arbitration award reasonably requires access to any remedy which an arbitrator has no power to award or enforce.

10 Confidential Information

10.1 All information, data, reports, records, feasibility studies, agreements, assays, test results, analyses and calculations relating to the Property, the Products, the Royalty, the activities of the Payor in respect of the Property or the Products or pursuant to this Agreement, and the terms and conditions of this Agreement, all of which is in this article referred to as “**Confidential Information**”, will be treated by the Parties as confidential and will not be disclosed to any person except as expressly permitted in this article.

10.2 The Royalty Holder may disclose Confidential Information:

- (a) to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, provided that such non-party users are advised of the confidential nature of the Confidential Information, are required to maintain the confidentiality thereof and are strictly limited to their use of the Confidential Information to those purposes necessary for such non-party users to perform the services for which they were retained by the disclosing party;
- (b) to potential purchasers of the Royalty, provided that such purchasers are advised of the confidential nature of the Confidential Information, are required to maintain the confidentiality thereof and are strictly limited in their use of the Confidential Information to those purposes necessary for such purchaser to evaluate the Royalty;
- (c) where such disclosure is necessary to comply with the Royalty Holder’s

disclosure obligations under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements, provided that the proposed disclosure is limited to factual matters and that the Royalty Holder has availed itself of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which it may be entitled; or

(d) with the consent of the Payor.

Any Confidential Information that becomes part of the public domain by no act or omission in breach by the Royalty Holder of its obligations under this Article shall cease to be Confidential Information for the purposes of this Article.

11 General Matters

11.1 Time shall be of the essence in the performance of any and all of the obligations of the parties hereunder, including, without limitation, the payment of monies.

11.2 Except as otherwise provided herein, this Agreement shall not constitute either party the legal representative, partner, or agent of the other party, nor shall either party have the right or authority to assume, create, or incur any liability or obligation, expressed or implied, against, in the name of, or on behalf of the other party.

11.3 This Agreement shall not be construed to prevent or in any way limit the unrestricted rights of each party to engage in and carry on any form or manner of other commercial enterprise of any nature and description whether or not in competition with the business of any other party.

11.4 Each party shall, at the request of another party and at the requesting party's expense, execute all such documents and take all such actions as may be reasonably required to effect the purposes and intent of this Agreement.

11.5 No waiver of or with respect to any term or condition of this Agreement shall be effective unless it is in writing and signed by the waiving party, and then such waiver shall be effective only in the specific instance and for the purpose of which given. No course of dealing among the parties, nor any failure to exercise, nor any delay in exercising, on the part of any party hereunder, any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any specific waiver of any right, power or privilege hereunder preclude any other or further exercise thereof of the exercise of any other right, power or privilege.

11.6 Any notice given hereunder must be in writing, and will be effective if it is delivered: (i) personally, either to the individual designated below for such Party, or to an individual having apparent authority to accept deliveries on behalf of such individual at its address set out below; (ii) by electronic mail, at or to the applicable addresses or electronic mail addresses, set out opposite the Party's name below or at or to such other address or electronic mail address for a Party as such Party from time to time designates to the other Party in the same manner:

(a) If to the Payor, at:

Beyond Minerals Inc.
30th Floor – 360 Main Street
Winnipeg, Manitoba R3C 4G1

Attention: Craig Gibson, President and CEO
Email: craig.gibson@prodemin.com

With a copy, which shall not constitute notice, to:

MLT Aikins LLP
30th Floor – 360 Main Street
Winnipeg, Manitoba R3C 4G1

Attention: Tom Provost
Email: tprovost@mltaikins.com

(b) If to the Royalty Holder, at:

Reyna Silver Corp.
595 Burrard Street, Suite 2900
Vancouver, British Columbia V7X 1J5

Attention: Jorge Ramiro Monroy, CEO
Email: jr@emarcap.com

Any Notice is effective (i) if personally delivered as described above, on the day of delivery if that day is a Business Day, and it was delivered before 5:00 p.m. local time in the place of delivery or receipt, and otherwise on the next Business Day; or (ii) if by electronic mail, on the day the notice is sent if received prior to 5:00 p.m. local time in the place of delivery if that day is a Business Day, otherwise, on the next Business Day.

11.7 If any provision of this Agreement or its application shall be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of all other provisions and applications thereof shall not in any way be affected or impaired.

11.8 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

11.9 This Agreement may be amended only by a written instrument signed by duly authorized representatives of all of the parties.

11.10 This Agreement embodies the complete and entire agreement of the parties with respect to the subject matter hereof and together supersedes and merges all prior agreements and promises made in respect of such subject matter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

BEYOND MINERALS INC.

Per: “Craig Gibson”
Craig Gibson
President and CEO

REYNA SILVER CORP.

Per: “Jorge Ramiro Monroy”
Jorge Ramiro Monroy
CEO

APPENDIX I

PROPERTY

No.	NTS Sheet	Type of Title	Title No.	Status	Expiry Date	Area (Ha)	Excess Work	Required Work	Required Fees
1	NTS 32D06	CDC	2454283	Active	2021-07-20 23:59	25.01	3163.62	1200	67
2	NTS 32D06	CDC	2454284	Active	2021-07-20 23:59	20.74	3618.6	500	34.25
3	NTS 32D06	CDC	2454285	Active	2021-07-20 23:59	20.88	3618.6	500	34.25
4	NTS 32D06	CDC	2454286	Active	2021-07-20 23:59	21.04	4818.6	500	34.25
5	NTS 32D06	CDC	2454287	Active	2021-07-20 23:59	43.48	3163.6	1200	67
6	NTS 32D06	CDC	2457306	Active	2021-08-14 23:59	57.14	6171.91	1200	67
7	NTS 32D06	CDC	2457307	Active	2021-08-14 23:59	57.14	5716.91	1200	67
8	NTS 32D06	CDC	2457308	Active	2021-08-14 23:59	57.14	15650.75	1200	67
9	NTS 32D06	CDC	2457309	Active	2021-08-14 23:59	57.14	20450.75	1200	67
10	NTS 32D06	CDC	2457310	Active	2021-08-14 23:59	43.99	6171.91	1200	67
11	NTS 32D06	CDC	2457311	Active	2021-08-14 23:59	15.93	6171.92	500	34.25
12	NTS 32D06	CDC	2457312	Active	2021-08-14 23:59	15.87	14243.57	500	34.25
13	NTS 32D06	CDC	2457313	Active	2021-08-14 23:59	15.89	14243.57	500	34.25
14	NTS 32D11	CDC	2457314	Active	2021-08-14 23:59	35.59	4240.47	1200	67
15	NTS 32D11	CDC	2457315	Active	2021-08-14 23:59	6.54	4695.47	500	34.25
16	NTS 32D11	CDC	2457316	Active	2021-08-14 23:59	22.05	4695.47	500	34.25
17	NTS 32D11	CDC	2457317	Active	2021-08-14 23:59	20.02	4695.47	500	34.25
18	NTS 32D11	CDC	2457318	Active	2021-08-14 23:59	36.31	4240.47	1200	67
19	NTS 32D11	CDC	2457319	Active	2021-08-14 23:59	6.68	4695.47	500	34.25
20	NTS 32D11	CDC	2457320	Active	2021-08-14 23:59	22.45	4695.45	500	34.25
21	NTS 32D11	CDC	2457321	Active	2021-08-14 23:59	20.4	4695.44	500	34.25
22	NTS 32D06	CDC	2505040	Active	2022-11-19 23:59	57.12	0	1200	67
23	NTS 32D06	CDC	2505041	Active	2022-11-19 23:59	57.12	0	1200	67
24	NTS 32D06	CDC	2505042	Active	2022-11-19 23:59	57.12	0	1200	67
25	NTS 32D06	CDC	2505043	Active	2022-11-19 23:59	57.12	0	1200	67
26	NTS 32D06	CDC	2507578	Active	2022-12-06 23:59	57.14	0	1200	67
27	NTS 32D06	CDC	2507579	Active	2022-12-06 23:59	57.14	0	1200	67
28	NTS 32D06	CDC	2507580	Active	2022-12-06 23:59	57.14	0	1200	67
29	NTS 32D06	CDC	2507581	Active	2022-12-06 23:59	57.13	0	1200	67
30	NTS 32D06	CDC	2507582	Active	2022-12-06 23:59	57.13	0	1200	67
31	NTS 32D06	CDC	2507583	Active	2022-12-06 23:59	57.13	0	1200	67
32	NTS 32D06	CDC	2507584	Active	2022-12-06 23:59	15.88	0	500	34.25
33	NTS 32D06	CDC	2507585	Active	2022-12-06 23:59	15.9	0	500	34.25
34	NTS 32D06	CDC	2507586	Active	2022-12-06 23:59	37.64	0	1200	67
35	NTS 32D06	CDC	2507587	Active	2022-12-06 23:59	37.59	0	1200	67

36	NTS 32D06	CDC	2507588	Active	2022-12-06 23:59	37.54	0	1200	67
37	NTS 32D06	CDC	2507589	Active	2022-12-06 23:59	25.49	0	1200	67