

JOINT VENTURE AGREEMENT CORDILLERA COBRE PROJECT

THIS JOINT VENTURE AGREEMENT (the “Agreement”) is executed and made effective as of September 1, 2023 (the “Effective Date”) by and between **Gardner Y Esteffan Limitada**, hereinafter “**Gareste**” a Chilean corporation with address of Van Buren 208, Copiapo, Republic of Chile; represented in this agreement by Harold W Gardner, co-managing partner, with mailing address of [Address Redacted]; and Super Copper Corp., a Canadian company with an address of [Address Redacted], Canada (“SuperCo”). Gareste and SuperCo hereinafter sometimes are referred to individually as a “Party” and “Participant”, and collectively, as the “Parties” and “Participants”.

RECITALS

A. Gareste controls certain mining concessions and other property, rights and interest located in the Atacama Region of the Republic of Chile, more commonly referred to as the “Cordillera Cobre Project” hereinafter referred to as the “Copper Canyon Project” or the “**Property**”, as described in **Exhibit A** attached hereto and incorporated herein by reference.

B. The Parties agree that SuperCo shall have the right to earn-in up to a 100% net interest in the **Property** in consideration of expenditures and direct payment to Gareste in the amount of up to Four Million Five Hundred Forty Thousand Dollars and No/100 (USD\$4,540,000) and issuance of 6 million shares of the SuperCo entity, to Gareste or its designee, as outlined in the Funding Schedule in 3.2 hereafter.

C. Pursuant to this Agreement, Gareste and SuperCo have agreed to enter into a formal **Joint Venture** to govern the Exploration and Development of the **Property** and the right to process any commercial ores in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the representations, warranties, covenants, agreements, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Gareste and SuperCo agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

“**Acceptable Funds**” means good, clean funds drawn from a government-chartered bank in order to fund the obligations as set forth herein.

"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 Participant. For purposes of the preceding sentence, "control" means possession, directly or indirectly, of more than fifty percent (50%) of the votes for the election of directors.

"Agreement" means this Joint Venture Agreement, including all amendments and modifications thereof, and all schedules and exhibits, which are incorporated herein by this reference.

"Assets" means the Cordillera Cobre Concessions, Products, and all other real property, tangible and intangible, owned or leased by the Participants and held from time to time for the purposes of the Project hereunder, including the right of the Project to extract, mine, process, and market the Ores derived from the Property.

"Budget" means a detailed estimate of all Expenditures to be incurred by the Participants with respect to a Program in accordance with the terms of this Agreement.

"Development" means all of the activities that may reasonably be required in connection with the preparation to conduct Exploration, Development, and Mining, including, but not limited to, the procurement of materials, tools, equipment, and supplies, and all such other matters as may be necessary or incidental to the foregoing.

"Effective Date" means September 1, 2023.

"Royalty" means a 2% Net Smelter Return

"Summary" means the Cordillera Cobre Data Summary Information ("Summary") emailed to SuperCo on July 13, 2023, as prepared by Gareste for SuperCo's review.

"Expenditures" means monies spent pursuant to this Agreement on Exploration and Development of related Operations conducted on, or with respect to, any part of any of the Property and shall include but not be limited to:

(a) performing Operations in accordance with the terms and conditions of the mining concessions and any permits related thereto held under this Agreement in order to keep them in good standing;

(b) all duties, fees and/or taxes relating to any of the Properties;

(c) all payments to third parties required to acquire and retain any of the Properties, if applicable;

(d) geophysical, geochemical and geological work and related Operations;

(e) drilling, development and mining;

(f) assaying and metallurgical testing;

(g) permitting costs and engineering and environmental studies;

(h) salaries and wages of personnel directly engaged in a Program together with all employee benefits and allowances normally paid by the Manager or required under any applicable laws for employee profit sharing, holiday and vacation pay, retirement plan or the equivalent thereof under the applicable laws of any applicable jurisdiction, if any, retirement benefit plan costs, unemployment insurance, aviation accident insurance, medical insurance, group term life and income protection insurance, employer's liability insurance and workmen's compensation as normally paid by the Operation;

(i) traveling and directly related expenses, including food and lodging, of personnel engaged in work on any of the Properties;

(j) insurance premiums to the extent applicable to the Development and related Operations conducted on any of the Properties;

(k) direct supervision and direct management of the Development and related Operations conducted on any of the Properties;

(l) leasing of equipment in connection with the Development and related Operations conducted on any of the Properties; and

(m) all charges made with respect to equipment purchased and services rendered in connection with the Development and related Operations conducted on any of the Properties.

"Funding Commitment" shall have the meaning ascribed thereto in Section 3.2 hereof.

"Initial Contribution" means that contribution each Participant has made or agrees to make for the purposes of the Venture pursuant to Section 6.1 hereof.

"Management Committee" means the committee established under Article VIII.

"Manager" means SuperCo or any other person or entity appointed under Article IX to manage Operations, or any successor Manager.

"Marketing" means those activities which are described in Article XII hereof.

"Milling" means the milling, beneficiation, or other processing of commercial Ores.

"**Mining**" means the mining, extracting, producing, handling, or other processing of commercial Ores .

"**Net Cash Flow**" shall have the meaning ascribed thereto in Section 11.1 hereof.

"**Operations**" means the activities carried out under this Agreement and includes Development, Construction, Mining, and Marketing.

"**Participant**" and "**Participants**" mean the persons or entities that from time to time have Participating Interests.

"**Participating Interest**" means the percentage interest representing the beneficial interest of a Participant in Assets and in the financial results of the Venture derived from Operations.

"**Parties**" means the parties to this Agreement.

"**Prime Rate**" means the interest rate quoted as the U.S. dollar prime lending rate by the Wall Street Journal, as said rate may change from day to day.

"**Products**" means all ores, minerals and mineral resources produced from the Properties under this Agreement.

"**Program**" means a description in reasonable detail of Operations to be conducted by the Manager for a year or any longer period as agreed in writing by the Parties.

"**Property**" or "**Properties**" means those interests in the Kiowa Property mining concessions described in **Exhibit A** and subject to this Agreement.

"**Transfer**" means sell, grant, assign, mortgage, hypothecate, encumber, pledge or otherwise commit or dispose of.

"**Venture**" means the business arrangement of the Participants for the conduct of Operations under this Agreement.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND COVENANTS

2.1 **Capacity of Parties.** Each of the Parties represents and warrants as follows:

(a) that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, and that it is qualified to do business and is in good standing in those jurisdictions where necessary in order to carry out the purposes of this Agreement;

(b) that it has the requisite power and authority to execute and perform this Agreement and all transactions contemplated herein and that all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken;

(c) that it will not breach any other agreement or arrangement by entering into or performing this Agreement; and

(d) that this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms and that the persons executing this Agreement on behalf of each Party are duly authorized to do so.

2.2 **Sophisticated Investor**. SuperCo represents and warrants to Gareste that it is able to bear the economic risk associated with its participation in the Project and either alone or together with its representatives has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating and assessing the merits and risks of its participation in the Project and has so evaluated the merits and risks of such participation and has determined that the Project is a suitable investment for it.

(a) SuperCo acknowledges that it has reviewed the Summary which details the exploration opportunity provided by the Project, and has an understanding of the business of the Joint Venture. SuperCo also acknowledges that it understands and agrees with the business concepts and model as outlined in this Joint Venture Agreement, which contains all of the understandings of the Parties regarding the Joint Venture, superseding any and all other previous understandings or communications, written or verbal, concerning the Joint Venture.

(b) In reviewing the Summary and in arriving at the determination to finance the business of the Joint Venture, SuperCo has retained or will retain and rely upon its own legal counsel, who has expertise in international mining and business, including in the Republic of Chile. SuperCo has also retained or will retain and rely upon a CA/CPA for tax and investment advice for financing the Project including advice on tax and investment laws in the Republic of Chile, the Province of British Columbia, Canadian federal tax and investment laws, and tax treaties and common business practices between the countries of Chile and Canada.

(c) SuperCo has also retained or will retain and rely upon an independent consultant with extensive expertise in the mining business, including substantial experience in the administration and management of mineral exploration, and ore extraction and beneficiation. SuperCo's decision to finance the Project relies upon, among other items, the recommendation of these independent consultants, who have or will spend time reviewing the Summary, including programmed field visits.

2.3 **Title to Assets**. Gareste represents and warrants to SuperCo to the best of its knowledge, information, and belief, after due inquiry, as follows:

(c) all permits, licenses, consents, and authorities issued by any government or governmental authority which are necessary in connection with the ownership of the Concessions and Assets are in compliance and good standing;

(d) that title to the Concessions is good, free and clear of all mortgages, pledges, security interests or other encumbrances; said Concessions have been properly constituted and applied for, all of which are recorded in accordance with applicable laws and regulations of the Republic of Chile and applicable laws thereto, and such concessions are in good standing. Exhibit C accurately outlines all costs required to keep such Concessions in good, free, and clear standing with the government or other required bodies;

(e) all required work commitments on the Concessions required under applicable laws and regulations have been satisfied, except as may be required after the execution of this Agreement.

(f) the ownership of the Concessions is in compliance with, is not in default or violation in any material respect or under any material violation of any statute, law, ordinance, regulation, rule, decree, or other applicable regulation in connection with their ownership of the Concessions;

(g) all reports and returns required to be filed with governmental authorities have been duly filed and all governmental permits and other governmental consents have been obtained, except as may be required after the execution of this Agreement, and all of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or threatened, and none of them will be adversely affected by the entry into this Agreement or the consummation of the transaction;

(h) the Concessions are in material compliance with all laws, rules, statutes, ordinances, orders and regulations;

(i) there are no any adverse claims or challenges against or to the ownership of or title to any part of the Concessions, and there is no basis for such adverse claim or challenge which may affect the Concessions;

(j) there have been no discharges or releases of any hazardous or toxic substances on the Property or any violation of any applicable environmental law, rule, or regulation relating to the Concessions, and any such discharges or releases are considered grandfathered in by the respective regulatory authorities;

(k) there are no environmental conditions affecting the Concessions that violate any environmental law, rule, or regulation currently in effect in the Republic of Chile;

(l) Gareste has provided SuperCo with access to the mineral concessions, and to all books, records, and data of a geologic, hydrologic, mineralogical, environmental, or related kind or nature pertaining to the Concessions that are in Gareste's possession or control;

(m) there exist no material facts or circumstances, laws, or regulations applicable to the Property or this Agreement which have not been previously disclosed to SuperCo and which should be disclosed to prevent the representations made under this Agreement from being materially misleading or to permit SuperCo to accurately and adequately assess any risks inherent in the performance of this Agreement;

(n) Gareste has provided SuperCo with a copy of the Summary on July 13, 2023 for its review and to the best of its knowledge and while making no guarantee of performance relating to the Summary, Gareste does represent and warrants that nothing contained in the Summary is materially inaccurate or factually incorrect;

(o) Gareste understands that SuperCo will seek to complete a public listing on a recognized stock exchange. Gareste approves that SuperCo will be able to market the assets of the Project and will provide approvals and information required to complete the public listing;

2.4 **Additional Actions.** Each of the Parties hereto shall use its best reasonable efforts to take all actions and to do all things necessary, proper or advisable in order to consummate and make effective the Project contemplated by this Agreement as promptly as reasonable practicable, subject to the terms and conditions of this Agreement, including (i) obtaining, delivering or affecting any waivers, modifications, permits, consents, approvals, authorizations, qualifications, notices, releases, registrations and filings as are required in the Republic of Chile in connection with the consummation of the Project contemplated by this Agreement, and (ii) the execution and delivery of such instruments and the taking of such other actions, including the furnishing to each other Party hereto of assistance or information, as the other Party hereto may reasonably require to carry out the intent of this Agreement.

2.5 **Survival.** All of the representations and warranties set forth above shall survive the execution of this Agreement and shall remain true and correct throughout the term of this Agreement.

2.6 **Disclosures.** Each of the Parties represents and warrants that it is unaware of any material facts or circumstances which have not been disclosed in this Agreement or the Summary and which should be disclosed to the other Parties in order to prevent the representations in this Article II from being materially misleading.

ARTICLE III

GRANT OF RIGHTS

3.2 **Funding Commitment.** The total amount to be contributed and invested by SuperCo is up to Four Million Five Hundred Forty Thousand Dollars and No/100 (US\$4,540,000), plus the issuance of up to 6,000,000 shares of the SuperCo entity created for this Agreement (the “Funding Commitment”).

(a) **Payments**

- (i) An initial, non-refundable payment in the amount of \$50,000 Dollars and No/100 (US\$50,000) shall be made by SuperCo to Pro Business Trust, within 14 days of execution of this Agreement as outlined in Exhibit B.
- (ii) Within 30 days of execution of this Agreement, SuperCo shall fund an additional One-Hundred Thousand Dollars and No/100 (US\$100,000) to fund property burden, road cleanup, initial organizational costs, legal, and other items as budgeted and agreed to by the Parties.
- (iii) Within 14 days of completing its go-public financing or sooner, SuperCo shall fund an additional One-Hundred Thousand Dollars and No/100 (US\$100,000) to fund property burden, road cleanup, initial organizational costs, legal, and other items as budgeted and agreed to by the Parties.
- (iv) Upon funding completion of (i) and (ii) SuperCo will be deemed to have earned a 10% Project interest, with the corresponding Project shares registered to SuperCo or its designee, upon the Project’s share registry book.
- (v) Within 16 months of the date of becoming a publicly listed entity, SuperCo shall fund an additional \$500,000 Dollars and No/100 (US\$500,000) for project approved expenses as outlined in 4.3, and issue 1 million shares of the new SuperCo entity to Gareste or its designee.
- (vi) Upon funding completion of (iv), SuperCo will be deemed to have earned an additional 15% Project interest, for a cumulative total of a 25% Project Interest, with the corresponding Project shares registered to SuperCo or its designee, upon the Project’s share registry book.
- (vii) Within 30 months of execution of this Agreement, SuperCo shall fund an additional \$1,350,000 Dollars and No/100 (US\$1,350,000) for project approved expenses as outlined in 4.3, and issue 2 million shares of the new SuperCo entity to Gareste or its designee.
- (viii) Upon funding completion of (vii), SuperCo will be deemed to have earned an additional 24% Project interest, for a cumulative total of a 49% Project Interest, with the corresponding Project shares registered to SuperCo or its designee, upon the Project’s share registry book.
- (ix) Within 42 months of execution of this Agreement, SuperCo shall fund an additional \$440,000 Dollars and No/100 (US\$440,000) for project approved expenses as outlined in 4.3, and issue 1 million shares of the new SuperCo entity to Gareste or its designee.
- (x) Upon funding completion of (ix), SuperCo will be deemed to have earned an additional 2% Project interest, for a cumulative total of a 51% Project Interest, with the corresponding Project shares registered to SuperCo or its designee, upon the Project’s share registry book.
- (xi) Within 54 months of execution of this Agreement, SuperCo shall have the right to purchase the remaining 49% of the Project interest, by paying Gareste two million dollars

- (US\$2,000,000) and issuing 2 million shares of the SuperCo entity to Gareste or its designee.
- (xii) Upon funding completion of (xi), SuperCo will be deemed to have earned an additional 49% Project interest, for a cumulative total of a 100% Project Interest, with the corresponding Project shares registered to SuperCo or its designee, upon the Project's share registry book.
 - (xiii) The Parties agree that any and all expenses incurred by SuperCo during the first 45 days following the execution of this Agreement, including, but not limited to attorney fees, consulting fees, third party geological and operational review expenses, are to be credited to SuperCo as part of the Funding Commitment of Two Hundred Thousand Dollars and No/100th (US\$200,000) as outlined in (ii) above.
 - (xiv) Gareste understands and approves that all shares issued to it of the SuperCo entity for consideration in any of this section 3.2 ("SuperCo Shares"), may be subject to escrow restrictions as required by the stock exchange that SuperCo is listed on or plans to list on, and/or at the direction of SuperCo's legal counsel (jointly or separately, the "Regulators"). Gareste hereby accepts any escrow policies that are directed by the Regulators on Gareste's SuperCo Shares.

ARTICLE IV

NAME, PURPOSES AND TERM

4.1 **General.** Gareste and SuperCo hereby create the Venture for the purposes hereinafter stated and hereby agree that (i) their rights and interest in the Properties and other Assets, and (ii) all Operations conducted on or in connection with the Properties shall be subject to and governed by this Agreement.

4.2 **Name.** The name of this Venture shall be the Cordillera Cobre Joint Venture, or any such other name that SuperCo chooses. The Manager shall assist SuperCo to accomplish any registration of the Venture required by any applicable law.

4.3 **Purposes.** The Venture is created for the following purposes and for no others, and shall serve as the exclusive means by which the Participants, or either of them, accomplish such purposes:

- (a) to conduct Exploration, Development, Construction, and Mining Operations on the concessions, and Processing the Ores therefrom;
- (b) to hold a beneficial interest in the Cordillera Cobre Properties,
- (c) to engage in Marketing of Processed Ores in the manner and to the extent described herein,
- (d) and to perform any other activity necessary, appropriate, or incidental to any of the foregoing and any other activity expressly provided for herein;

4.4 **Limitation.** Unless the Participants otherwise agree in writing, Operations shall be limited to the purposes described in Section 4.3, and nothing in this Agreement shall be construed to enlarge such purposes.

4.5 **Term.** The term of this Agreement shall be for **twenty (20) years** from the Effective Date of this Agreement with a Two (2) year automatic renewal thereafter, unless the Agreement is earlier terminated as herein provided.

ARTICLE V

RELATIONSHIP OF THE PARTICIPANTS

5.1 **No Partnership.** Nothing contained in this Agreement shall be deemed to constitute either Participant, the agent or legal representative of the other, nor to create any fiduciary relationship between them. Neither Participant shall have any authority to act for or to assume any obligation or responsibility on behalf of the other Participant, except as otherwise expressly provided herein. The rights, duties, obligations and liabilities of each of the Participants shall be several and not joint or collective. Each Participant shall be responsible only for its obligations as herein set out and shall be liable only for its share of the costs and expenses as provided herein. Each Participant shall indemnify, defend and hold harmless the other Participant, its directors, officers, members, managers, employees, agents and attorneys from and against any and all losses, concessions, damages and liabilities arising out of any act or any assumption of liability by the indemnifying Participant, or any of its directors, officers, members, managers, employees, agents and attorneys done or undertaken, or apparently done or undertaken, on behalf of the other Participant, except pursuant to the authority expressly granted herein or as otherwise agreed in writing between the Participants.

5.2 **Tax Returns.** Where and as required, the Joint Venture shall prepare and file all quarterly statements and annual tax returns, and other reports as required by regulatory authorities, and each Participant shall prepare and shall file tax returns or other required tax forms on its own behalf.

5.3 **Other Business Opportunities.** Except as expressly provided in this Agreement, each Participant shall have the right independently to engage in and receive full benefits from business activities, whether or not competitive with the Operations, without consulting the other. The doctrines of "corporate opportunity" or "business opportunity" shall not be applied to any other activity, venture, or operation of either Participant, and, neither Participant shall have any obligation to the other with respect to any opportunity to acquire any property outside the Properties at any time, or, subject to the terms of this Agreement, within the Properties after the termination of this Agreement. Unless otherwise agreed in writing, no Participant shall have any obligation to mine, beneficiate or otherwise treat any Products or any other Participant's share of Products in any facility owned or controlled by such Participant.

5.4 **Waiver of Right to Partition.** The Participants hereby waive and release all rights of partition, or of sale in lieu thereof, or other division of Assets, including any such rights provided by statute.

5.5 **Transfer or Termination of Rights to Properties.** Except as otherwise provided in this Agreement, neither Participant shall Transfer all or any part of its interest in the Assets or this Agreement or otherwise permit or cause such interests to terminate.

5.6 **Implied Covenants.** There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

ARTICLE VI

CONTRIBUTIONS BY PARTICIPANTS

6.1 **Initial Contributions.** Gareste agrees to utilize to the fullest extent necessary its beneficial interest in the Property to the purposes of the Venture pursuant to this Agreement. SuperCo, as its Contribution, hereby contributes its obligations under the Funding Commitment pursuant to Section 3.2 of this Agreement. Such Funding Commitment shall be used to fund Programs and Budgets adopted pursuant to Article IX hereof.

6.2 **Failure to Make Initial Contribution.** SuperCo's failure to make its Contributions by completing the Funding Commitment in a timely manner in accordance with the provisions of Section 3.2 shall be deemed to be a withdrawal of SuperCo from this Agreement and termination hereunder. Upon such event, SuperCo shall accrue no further beneficial interest in the Venture except for that portion previously accrued, subject to the provisions of 6.5 hereafter. SuperCo's withdrawal shall relieve SuperCo from any other obligation to make contributions hereunder.

6.3 **Subsequent Contributions.** Gareste represents that fulfillment of the Funding Commitment by SuperCo is adequate and sufficient to allow the Venture to engage in the activities outlined in section 4.3, and to generally realize the business opportunity of the Venture. There is no obligation on behalf of SuperCo to make subsequent or additional contributions or loans to the Project, other than the Funding Commitment. Upon fulfillment of the Funding Commitment by SuperCo as outlined in section 3.2, SuperCo shall have accrued a 100% Interest in the Project.

6.4 **Additional Capital.** Subsequent or additional capital contributions to the Project as required or mandated by the Management Committee shall require that each of the Parties contribute the pro-rata amount as to their participation interest in the Project. Each of the parties will have a 60-day period to fund the required pro-rata portion, which deadline may be extended by mutual written agreement by the Parties.

6.5 **Dilution of Venture Interest.** Should either Party be unwilling or unable to fund its pro-rata portion as mandated or required by the Management Committee, the other Party

may elect to fund the entire amount, in which case the non-funding party will suffer a pro-rata dilution of its partnership interests as a consequence of the issuance of additional shares to the funding party, pro-rata to the amount funded. Neither of the Parties will suffer dilution below a 10% Project interest, and any such diluted party will be entitled to a carried 2% Net Royalty Interest.

ARTICLE VII

MANAGEMENT COMMITTEE

8.1 **Organization and Composition.** The Participants hereby establish a Management Committee to determine overall policies, objectives, procedures, methods and actions under this Agreement. The Management Committee shall consist of one (1) member appointed by Gareste and two (2) members appointed by SuperCo. Each Participant may appoint one alternate to act in the absence of a regular member. Any alternate so acting shall be deemed a member. Appointments shall be made or changed by notice to the other Participant. The Manager shall appoint one of its members as the Chairman of the Management Committee.

8.2. **Decisions.** The Management Committee shall serve as a forum for consultation as to the amount and nature of the Programs and Budgets to be adopted by the Participants with SuperCo having the deciding vote on the final approval of all such Programs and Budgets, subject to SuperCo's obligations under the Funding Commitment. On all other matters brought before the Management Committee and on all Programs and Budgets to be adopted, each Participant, acting through its appointed member(s) shall have a vote equal to its then current Participating Interest. Except as herein provided, the vote of Participants having a Participating Interest of more than fifty percent (50%) shall determine the decisions of the Management Committee. In the event of an impasse, the Chairman appointed by the Manager shall have the deciding or casting vote.

8.3 **Meetings.** The Management Committee shall hold regular meetings at least semi-annually at a mutually agreed place. The Manager shall give thirty (30) days' notice to the Participants of such regular meetings. Additionally, either Participant may call a special meeting upon thirty (30) day's notice to the Manager and the other Participant. In case of emergency, reasonable notice of a special meeting shall suffice. There shall be a quorum if at least one member representing each Participant is present. Each notice of a meeting shall include an itemized agenda prepared by the Manager in the case of a regular meeting, or by the Participant calling the meeting in the case of a special meeting, but any matters may be considered with the consent of all Participants. The Manager shall prepare minutes of all meetings and shall distribute copies of such minutes to the Participants within thirty (30) days after the meeting. The minutes, when signed by all Participants, shall be the official record of the decisions made by the Management Committee and shall be binding on the Manager and the Participants. If personnel employed in Operations are required to attend a Management Committee meeting, reasonable costs incurred in connection with such attendance shall be a Venture cost.

8.4 **Action Without Meeting.** In lieu of meetings, the Management Committee may hold telephone conferences, so long as all decisions are immediately confirmed in writing or email by the Participants.

8.5 **Matters Requiring Approval.** Subject to Section 8.2 and except as otherwise delegated to the Manager in Section 9.2, the Management Committee shall have exclusive authority to determine all management matters related to this Agreement.

ARTICLE VIII

MANAGER

9.1 **Appointment.** The Participants hereby appoint SuperCo as the Manager with overall management responsibility for all aspects of Operations.

9.2 **Powers and Duties of Manager.** Subject to the terms and provisions of this Agreement, the Manager shall have the following powers and duties:

(a) The Manager shall manage, direct and control Operations.

(b) The Manager shall implement the decisions of the Management Committee, shall make all expenditures necessary to carry out adopted Programs, and shall promptly advise the Management Committee if it lacks sufficient funds to carry out its responsibilities under this Agreement.

(c) The Manager shall: (i) purchase or otherwise acquire all material, supplies, equipment, water, utility and transportation services required for Operations, such purchases and acquisitions to be made on the best terms available, reasonably taking into account all of the circumstances; (ii) obtain such customary warranties and guarantees as are available in connection with such purchases and acquisitions; and (iii) keep the Assets free and clear of all liens and encumbrances, except for those existing at the time of, or created concurrently with, the acquisition of such Assets, or mechanic's or materialmen's liens which shall be released or discharged in a diligent matter, or liens and encumbrances specifically approved by the Management Committee.

(d) The Manager shall conduct such title examinations and cure such title defects as may be advisable in the reasonable judgment of the Manager.

(e) The Manager shall: (i) make or arrange for all payments required by leases, licenses, permits, contracts, and other agreements related to the Assets; (ii) pay all taxes, assessments and like charges on Operations and Assets except taxes determined or measured by a Participant's sales revenue or net income. The Manager shall have the right to contest in the courts or otherwise, the validity or amount of any taxes, assessments or charges if the Manager deems them to be unlawful, unjust, unequal or excessive, or to undertake such other steps or proceedings as the Manager may deem reasonably necessary to secure a cancellation, reduction, readjustment or equalization thereof before the Manager shall be required to pay them, but in no event shall the

Manager permit or allow title to the Assets to be lost as the result of the nonpayment of any taxes, assessments or like charges; and (iii) shall do all other acts reasonably necessary to maintain the Assets.

(f) The Manager shall: (i) apply for all necessary permits, licenses, and approvals; (ii) comply with applicable federal, state, and local laws and regulations of all relevant jurisdictions in conducting Operations; (iii) notify promptly the Management Committee of any allegations of substantial violation thereof; and (iv) prepare and file all reports or notices required for Operations. The Manager shall not be in breach of this provision if a violation has occurred in spite of the Manager's good faith efforts to comply, and the Manager has timely cured or disposed of such violation through performance, or payment of fines and penalties.

(g) The Manager shall prosecute and defend all litigation or administrative proceedings arising out of Operations. The non-managing Participant shall have the right to participate, in such litigation or administrative proceedings.

(h) The Manager shall provide such insurance for the benefit of the Participants as the Management Committee may direct.

(i) The Manager may dispose of Assets, whether by abandonment, surrender or Transfer in the ordinary course of business. However, without prior written authorization from the Management Committee and a 67% vote, the Manager shall not: (i) dispose of Assets in any one transaction having a value in excess of Two Hundred Fifty Thousand Dollars (US\$250,000); (ii) begin a liquidation of the Venture; or (iii) dispose of all or a substantial part of the Assets necessary to achieve the purposes of the Venture, without written consent of the Parties.

(j) The Manager shall have the right to carry out its responsibilities hereunder through agents, Affiliates, and independent contractors.

(k) The Manager shall perform or cause to be performed during the term of this Agreement all work and pay all fees required by law in order to maintain the mining concessions and other mining rights included within the Property in good standing.

(l) The Manager shall keep and maintain all required accounting and financial records in accordance with generally accepted accounting practices in the mining industry.

(m) The Manager shall keep the Management Committee advised of all Operations by submitting in writing to the Management Committee: (i) monthly progress reports which include statements of expenditures and comparisons of such expenditures to the adopted Budget; (ii) periodic summaries of data acquired, expressly including, as soon as it is reasonably available, any technical results which any Party may be required to report under any applicable securities or stock exchange laws, rules, or regulations or which is material to the Operations or the expected results of Operations; (iii) copies of reports concerning Operations; (iv) a detailed final report within sixty (60) days after completion of each Program and Budget, which shall include comparisons between actual and budgeted expenditures and comparisons between the

objectives and results of Programs; and (v) such other reports as the Management Committee may reasonably request. At all reasonable times the Manager shall provide the Management Committee or the representative of any Participant, upon the request of any member of the Management Committee, access to, and the right to inspect and copy all maps, drill logs, core tests, reports, surveys, assays, analyses, production reports, operations, technical, accounting and financial records, and other information acquired in Operations. In addition, the Manager shall allow the non-managing Participant, at the latter's sole risk and expense, and subject to reasonable safety regulations, to inspect the Assets and Operations at all reasonable times, so long as the inspecting Participant does not unreasonably interfere with Operations.

(n) The Manager shall market Products in the manner and to the extent permitted in Article XI hereof.

(o) Subject to paragraph (j) of this Section 9.2, Manager shall provide all personnel required to conduct the Operations contemplated by this Venture, and such personnel shall be employees of the Manager and not of the Venture.

(p) The Manager shall undertake all other activities reasonably necessary to fulfill the foregoing.

The Manager shall not be in default of any duty under this Section 9.2 if its failure to perform results from the failure of the non-managing Participant to perform acts or to contribute amounts required of it by this Agreement.

9.3 **Standard of Care.** The Manager shall conduct all Operations in a good, workmanlike and efficient manner, in accordance with sound mining and other applicable industry standards and practices, and in accordance with the terms and provisions of leases, licenses, permits, contracts and other agreements pertaining to Assets or Operations. The Manager shall not be liable to the non-managing Participant for any act or omission resulting in damage or loss except to the extent caused by or attributable to the Manager's willful misconduct or gross negligence.

9.4 **Resignation; Deemed Offer to Resign.** The Manager may resign upon thirty (30) days' prior notice to the other Participant, in which case the other Participant may elect to become the new Manager by notice to the resigning Participant within thirty (30) days after the notice of resignation. If any of the following shall occur, the Manager shall be deemed to have offered to resign, which offer shall be accepted by the other Participant, if at all, within 90 days following such deemed offer:

(a) The Participating Interest of the Manager becomes less than Fifty One percent (51%); or

(b) The Manager fails to perform a material obligation imposed upon it under this Agreement and such failure continues for a period of sixty (60) days after notice from the other Participant demanding performance; or

(c) The Manager fails to pay or contest in good faith any bills on behalf of the Venture within sixty (60) days after they are due; or

(d) A receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official for a substantial part of its assets is appointed and such appointment is neither made ineffective nor discharged within sixty (60) days after the making thereof, or such appointment is consented to, requested by, or acquiesced in by the Manager; or

(e) The Manager commences a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect; or consents to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of any substantial part of its assets; or makes a general assignment for the benefit of creditors; or fails generally to pay its or Venture debts as such debts become due; or takes corporate or other action in furtherance of any of the foregoing; or

(f) Entry is made against the Manager of a judgment, decree or order for relief affecting a substantial part of its assets by a court of competent jurisdiction in an involuntary case commenced under any applicable bankruptcy, insolvency, or other similar law of any jurisdiction now or hereafter in effect.

9.5 **Expenses of the Manager**. As Manager, SuperCo shall not receive compensation for management of the Venture, other than for reimbursement of costs and expenses incurred by Manager for the benefit of the Venture and which are contemplated within the approved Budget.

9.6 **Transactions With Affiliates**. If the Manager engages Affiliates to provide services hereunder, it shall do so on terms no less favorable than would be the case with unrelated persons in arm's-length transactions.

ARTICLE IX

PROGRAMS, BUDGETS, AND MANAGEMENT

10.1 **Operations Pursuant to Programs and Budgets**. Except as otherwise provided herein, Operations shall be conducted, Expenditures shall be incurred, and Assets shall be acquired only pursuant to approved Programs and Budgets.

10.2 **Initial Program and Budget**. The initial Program and Budget shall be delivered by SuperCo as the Manager to the Management Committee for approval within 60 days of the of execution of this Agreement.

10.3 **Presentation of Programs and Budgets**. Proposed Programs and Budgets shall be prepared by the Manager for a period of one year or any longer period. Each

adopted Program and Budget, regardless of length, shall be reviewed at least once a year at a meeting of the Management Committee. During the period encompassed by any Program and Budget, and at least two (2) months prior to its expiration, a proposed Program and Budget for the succeeding period shall be prepared by the Manager and submitted to the Participants.

10.4 **Review and Approval of Proposed Programs and Budgets.** The Management Committee shall meet within thirty (30) days after the submission by the Manager of a proposed Program and Budget to review and propose modifications, if any, to the proposed Program and Budget. Subject to the provisions of Section 8.2 hereof the Management Committee shall vote on the approval of a final Program and Budget at such meeting.

10.5 **Budget Overruns; Program Changes.** The Manager shall immediately notify the Management Committee of any material departure from an adopted Program and Budget. If the Expenditures in an adopted Budget are more than ten percent (10%) in excess of that contemplated by the adopted Budget, any such excess of Expenditures over ten percent (10%) shall be chargeable and paid solely by the Manager.

10.6 **Emergency or Unexpected Expenditures.** In case of emergency, the Manager may take any reasonable action it deems necessary to protect life, limb, or property, to protect the Assets or to comply with law or government regulation. The Manager may make reasonable expenditures and charge those expenditures to the sole account of the Manager for unexpected events which are beyond its reasonable control and which do not result from a breach by it of its standard of care. The Manager shall promptly notify the Participants of any such emergency or unexpected expenditure.

10.7 **Monthly Statements.** The Manager shall promptly submit to the Management Committee monthly statements of account reflecting in reasonable detail the charges and credits to the accounts of Manager during the preceding month.

10.8 **Cash Calls.** Cash requirements for the Operations conducted from the Effective Date hereof until completion of SuperCo's Funding Commitment shall be provided by SuperCo.

10.9 **Audits.** Upon request made by any Participant within twenty-four (24) months following the end of any calendar year, the Manager shall order an audit of the accounting and financial records for such calendar year. All notices of rectification in respect of the results of the audit shall be addressed to the Manager within three (3) months after receipt of the audit report by the Management Committee, failing which, such audited records shall be deemed binding upon the Participants absent manifest error. The Participant ordering any such audit shall be solely responsible for covering all associated costs involved in producing an audited statement.

ARTICLE X

DISTRIBUTIONS

11.1 **Net Cash Flow.** Each of the Parties shall receive a pro-rata interest in the after-tax Net Cash Flow from processed Ores from the Property. For the purposes of this Agreement, "Net Cash Flow" for any period means the amount, if any, by which (i) the proceeds from the sale of Products produced by the Venture for that period (less all budgeted transportation, selling, and refining charges) exceeds (ii) the total amount of all costs of Operations, royalties which may be chargeable to the Venture, interest charges, financing charges, taxes on production, ongoing budgeted capital costs, and all budgeted costs and expenses incurred or chargeable by the Manager hereunder, which result is adjusted to take into account (iii) net changes in working capital during the period.

11.2 **Allocation of Participants:** All items of income, gain, deduction, loss, credit, or tax attribute shall be allocated among the Parties in accordance with their respective Participating Interests.

11. **Distribution of Net Cash Flow.** Distributions to Participants hereunder, other than in-kind distribution, shall be in the form of Net Cash Flow and shall be made no less often than quarterly.

ARTICLE XI

MARKETING OF PRODUCTION

12.1 **Marketing of Production.** SuperCo, as Manager, shall have responsibility for the sale and marketing of all Products generated from Operations on the Properties in accordance with the provisions of this Agreement, including without limitation the following:

(a) The Manager shall sell and market, on behalf of the Participants, the Products and for that purpose shall have general authority over the day-to-day affairs of the sale and marketing, including without limitation, the authority to enter into smelter and sale contracts relating thereto.

(b) The Manager shall manage and administer smelter contracts, sale contracts, including keeping good relations with customers, provide customers with various information and notifications related to the product, furnish, upon request, certificates of origin and generally follow the requirements and the concepts that are set forth in the existing and future sales contracts.

(c) The Manager shall ascertain that the sales, the sales contracts, the transport and delivery of Products comply with the various laws and regulations of the jurisdictions where the Product is delivered.

(d) The Manager shall handle and supervise the transport of Products either by ocean shipping, railway or trucking, or any other means, provide appropriate insurance coverage, and negotiate any transport rate and freight.

(e) The Manager shall invoice smelters or other customers for the product delivered and obtain payment of it from customers and take any measure to obtain such payment.

(f) The Manager shall procure from experts and consultants such special marketing, financial, legal, and other professional services as may be necessary or desirable in connection with the smelting, sale, and marketing of the Products.

(g) The Manager shall perform or cause to be performed for the account of the Participants to the Venture all of their obligations, the performance of which is required in order to maintain in good standing all rights and obligations related to smelter contracts, sales contracts, and similar agreements relating to the sale and marketing of Products.

(h) The Manager shall rent, purchase, or acquire, on behalf of the Participants to the Venture, such machinery, equipment, material, supplies, and other facilities as the Manager may deem advisable or necessary for the sale and marketing of the Products.

(i) The Manager shall take such action in an emergency to protect or salvage the Products against any event that might or has endangered such production without special authorization or instructions from the Management Committee, as the Manager in its sole discretion may deem advisable or necessary to prevent such threatened event that may cause losses or injuries and to take all reasonable precautions in connection therewith.

(j) The Manager shall keep and maintain books of accounts and such other records as are necessary or appropriate in accordance with generally accepted mining practice pertaining to the smelting, sale, and the marketing of the Products. The Participants or their duly authorized representatives shall be given access at their own expense to all such books of accounts, records, contracts, and invoices relating to the smelting, marketing, and sale of the Products.

(k) The Manager shall procure and maintain such insurance coverage as required by the Management Committee or by sales contracts.

(l) The Manager shall be entitled to engage, with the prior approval of the Management Committee, a subsidiary company, or an Affiliate to carry out any or all of its obligations hereunder provided that notwithstanding such engagement the Manager will remain liable for all its obligations.

(m) The Manager agrees and obliges itself to sell each Participant's share of the Products at identical prices, being understood that each delivery of Product shall be under joint ownership and the payment therefor and liabilities with respect thereto shall accrue and be credited and debited to the Participants in proportion to their Participating Interests in the Venture.

(n) The Manager shall be responsible for crediting the Venture's account on behalf of the Participants in proportion to their respective Participating Interests with all amounts

received in payment of delivery of Products under any sales contracts in the manner, procedure, and period as instructed by the Management Committee, from time to time.

12.2 **Hedging.** The Manager shall be entitled to implement such hedging program (which may include forward sales, spot-deferred sales, put and call options, swaps, streaming, and other instruments) in respect of Products marketed by the Manager on behalf of the Venture as shall have been reviewed and approved by the Management Committee.

ARTICLE XIII

TRANSFER OF INTEREST

13.1 **General Limitation.** Each Participant agrees not to Transfer the whole or any part of its Participating Interest and its right, title, and interest in the Assets and in this Agreement, except in the manner and to the extent permitted by this Article XIII.

13.2 **Specific Limitations on Free Transferability.** Any Transfer of a Participating Interest or an interest in Assets or in the Agreement shall be subject to the following terms and conditions:

(a) SuperCo shall not have the right to Transfer all or part of its Participating Interest to a third party until such time as the 51% Funding Commitment has been met or upon quorum agreement by the Management;

(b) No transferee of a Participating Interest shall have the rights of a Participant unless and until the transferring Participant has complied with the provisions of Section 13, and unless the transferee, as of the effective date of the Transfer, has committed in writing to be bound by this Agreement to the same extent as the transferring Participant.

(c) No Transfer permitted by this Article XIII shall relieve the transferring Participant of its share of any liability, whether accruing before or six months after such Transfer, which arises out of Operations conducted prior to such Transfer;

(d) The transferring Participant and the transferee shall bear all tax consequences of the Transfer;

(e) No Participant shall have the right to grant a security interest by mortgage, hypothecation, deed of trust, privilege, pledge, lien, or other encumbrance of any interest in this Agreement without the written consent of the non-granting Participant;

(f) If the Transfer is the grant of a security interest by mortgage, hypothecation, deed of trust, privilege, pledge, lien, or other encumbrance of any interest in this Agreement, any Participating Interest or the Assets to secure a loan or other indebtedness of a Participant in a bona fide transaction, such security interest shall be subordinate to the terms of this Agreement and the rights and interests of the other Participant hereunder;

(g) Upon any foreclosure or other enforcement of rights in the security interest the acquiring third party shall be deemed to have assumed the position of the encumbering Participant with respect to this Agreement and the other Participant, and it shall comply with and be bound by the terms and conditions of this Agreement; and

(h) Only United States currency shall be used for Transfers for consideration.

ARTICLE XIV

WITHDRAWAL AND TERMINATION

14.1 **Termination by Expiration or Agreement.** This Agreement shall terminate as expressly provided in this Agreement, unless earlier terminated by mutual written agreement of the Parties.

14.2 **No Other Rights of Termination.** Except as set forth above, there shall be no other right to terminate this Agreement.

14.3 **Right to Data After Termination.** After termination of this Agreement pursuant to Sections 14.1, each Participant shall be entitled to copies of all information acquired hereunder before the effective date of termination not previously furnished to it, but a terminating or withdrawing Participant shall not be entitled to any such copies after any other termination or any withdrawal.

14.4 **Continuing Authority.** On termination of this Agreement under Section 14.1 or the deemed withdrawal of a Participant pursuant to Section 3.3, 7.4, or 7.5 or the withdrawal of a Participant pursuant to Section 14.1, the Manager shall have the power and authority, subject to control of the Management Committee, if any, to do all things on behalf of the Participants which are reasonably necessary or convenient to: (a) wind up Operations and (b) complete any transaction and satisfy any obligation, unfinished or unsatisfied, at the time of such termination or withdrawal, if the transaction or obligation arises out of Operations prior to such termination or withdrawal.

ARTICLE XV

CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

15.1 **General.** The financial terms of this Agreement and all information obtained in connection with the performance of this Agreement, including information relating to the Assets or to the conduct of Operations, shall be the exclusive property of the Participants and, except as provided in Section 15.2, shall not be disclosed to any third party or the public without the prior written consent of the other Participant, which consent shall not be unreasonably withheld.

15.2 **Exceptions.** The consent required by Section 15.1 shall not apply to a disclosure:

(a) To an Affiliate, consultant, contractor, or subcontractor that has a bona fide need to be informed;

(b) To any third party to whom the disclosing Participant contemplates a Transfer of its Interest or;

(c) To a governmental agency or to the public which the disclosing Participant believes in good faith is required by pertinent law or regulation or the rules of any stock exchange.

In any case to which this Section 15.2 is applicable, the disclosing Participant shall give notice to the other Participant concurrently with the making of such disclosure. As to any disclosure pursuant to Section 15.2(a) or (b), only such confidential information as such third party shall have a legitimate business need to know shall be disclosed and such third party shall first agree in writing to protect the confidential information from further disclosure to the same extent as the Participants are obligated under this Article XV.

15.3 **Public Announcements.** The Parties shall use all reasonable efforts to ensure that public announcements or reports (including press releases) by any Party (the "Reporting Party") of any information relating to this Agreement, the Assets, and Operations conducted hereunder (whether given to stock exchanges or otherwise) shall be made on the basis of agreed texts approved in good faith in advance of issuance by the other Parties. The Reporting Party accordingly agrees with the other Parties that it will, in advance of reporting to a stock exchange or to other authorities having jurisdiction, or in other similar circumstances, endeavor to advise the other Parties of the text of the proposed report and provide the other Parties with the opportunity to make comment upon and changes to the form and content thereof before the same is issued. Such comments or changes, as the case may be, shall be communicated to the Reporting Party within a reasonable time having due regard to the urgency of the announcement but, in any event, not later than forty-eight (48) hours after its communication to the other Parties.

15.4 **Duration of Confidentiality.** The provisions of this Article XV shall apply during the term of this Agreement and for two years following termination of this Agreement pursuant to Section 15.1 or 15.2, and shall continue to apply to any Participant who withdraws, who is deemed to have withdrawn, or who Transfers its Participating Interest, for two years following the date of such occurrence.

ARTICLE XVIII

GENERAL PROVISIONS

16.1 **Notices.** All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered or sent (a) by personal delivery against a receipted copy, (b) by facsimile or email against a confirmation of receipt, or (c) by a nationally-recognized overnight commercial courier against a delivery confirmation, and addressed as set forth below:

if the notice is to Gareste to:

Attention: Mr. Harold Gardner
[Address Redacted]
Tel: [Telephone Number Redacted]
Email: [Email Redacted]

if notice is to Super Copper Corp., to:

Super Copper Corp.
[Address Redacted]
Tel: [Telephone Number Redacted]
Email: [Email Redacted]

or to any other addresses that any Participant may at any time designate by written notice to the other Participant.

All notices shall be effective and shall be deemed delivered (i) if by hand, or by overnight courier, 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 electronic communication, on the next business day following receipt of the electronic communication, and (iii) if by mail, on the next business day after actual receipt.

16.2 **Waiver.** The failure of a Participant to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit the Participant's right thereafter to enforce any provision or exercise any right.

16.3 **Modification.** No modification of this Agreement shall be valid unless made in writing and duly executed by the Participants.

16.4 **Force Majeure.** Except for the obligation to make payments when due hereunder, the obligations of a Participant shall be suspended to the extent and for the period that performance is prevented by any cause (other than lack of funds), whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation, labor disputes (however arising and whether or not employee demands are reasonable or within the power of the participant to grant); acts of God; laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; judgments or orders of any court; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of federal, state or local environmental standards; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot, civil strife, insurrection or rebellion; fire, explosion, earthquake, or other significant adverse weather condition; or any other cause which could not or should not have been reasonably foreseeable to the Manager or which is outside Manager's control. The affected Participant shall promptly give notice to the other Participant of the suspension of performance, stating therein the nature of the suspension, the reasons therefor, and the expected duration thereof. The affected Participant shall resume performance as soon as reasonably possible.

16.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws, regulations, and decisions of the Republic of Chile.

16.6 **Headings.** The headings inserted in this Agreement are inserted only for convenience and in no way define, limit, or describe the scope or intent of this Agreement or affect its terms and provisions.

16.7 **No Implied Covenants.** There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

16.8 **Monetary Amounts.** All monetary amounts expressed in this Agreement shall mean U.S. dollars, unless otherwise expressly provided.

16.9 **Interpretation.** In the event that a court of competent jurisdiction determines that any term, part, or provision of this Agreement is unenforceable, illegal, or in conflict with any laws to which this Agreement is subject, the Parties intend that the court reform that term, part, or provision within the limits permissible under the law in such manner as to approximate most closely the intent of the Parties to this Agreement; provided that, if the court cannot make such reformation, then that term, part, or provision shall be considered severed from this Agreement. The remaining portions of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if it did not contain that term, part, or provision.

16.10 **Further Assurances.** Each of the Participants hereto hereby agree to execute all such documents and do all such filings, recordings, publishings and other acts as may be required in the Republic of Chile and Canada, and shall take from time to time such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

16.11 **Survival of Terms and Conditions.** The following Sections shall survive the termination of this Agreement to the full extent necessary for their enforcement and the protection of the Party in whose favor they run: Sections 2.2, 5.3, 14.2, 14.3, and 14.4.

16.12 **Entire Agreement; Successors and Assigns.** This Agreement contains the entire understanding of the Participants and supersedes all prior agreements and understandings between the Participants relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Participants. In the event of any conflict between this Agreement and any Exhibit attached hereto, the terms of this Agreement shall be controlling.

16.13 **Counterparts.** This Agreement may be executed in one or more original counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart to form a complete copy of this Agreement. Signatures by facsimile or electronic mail are acceptable, provided an original signature page is delivered to the other Parties hereto within 10 business days after receipt of the facsimile or electronic mail copy thereof.

16.14 **Arbitration.** Any controversy or claim arising out of or related to this Agreement, or any breach hereof, shall be settled by arbitration which shall be administered by a private arbitration/mediation firm mutually acceptable to the Parties. Arbitration shall be before a single neutral arbitrator, who has both mining law and commercial expertise, and shall be governed by the laws British Columbia, Canada. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any demand for arbitration must be made prior to the date when the institution of legal or equitable proceedings based on the underlying claim would be barred by the applicable statute of limitations. The arbitrator shall award attorneys' fees and costs to the prevailing party.

[Signature Page to Follow]

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

GARDNER Y ESTEFFAN LIMITADA

By: "Harold Gardner" _____

Name: Harold Gardner

Title: Manager

SUPER COPPER CORP.

By: "Zachary Dolesky" _____

Name: Zachary Dolesky

Title: Manager

EXHIBIT A

CORDILLERA COBRE CONCESSIONS

Concession	Type	Status	Area (Hectares)	Holder
CORDILLERA COBRE 1	Exploitation	Application	100	Gardner y Esteffan Limitada
CORDILLERA COBRE 2	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 3	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 4	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 5	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 6	Exploitation	Application	180	Gardner y Esteffan Limitada
CORDILLERA COBRE 7	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 8	Exploitation	Application	200	Gardner y Esteffan Limitada
CORDILLERA COBRE 9	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 10	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 11	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 12	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 13	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 14	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 15	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 16	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 17	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 18	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 19	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 20	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 21	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 22	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 23	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 24	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 25	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 26	Exploitation	Application	300	Gardner y Esteffan Limitada
CORDILLERA COBRE 27	Exploitation	Application	50	Gardner y Esteffan Limitada

EXHIBIT B

Pro Business Trust Wire Instructions

[*Wire Transfer Instructions Redacted*]

EXHIBIT C

Annual Costs to keep Claims in good standing:
\$50,000 USD in annual taxes expected

EXHIBIT D

Summary of expenses to date incurred on the Cordillera Cobre Project by Super Copper Corp.:

AS OF APRIL 18, 2024:

- (I) Initial non-refundable payment of \$50,000 USD **PAID and Milestone Earned**
- (II) First \$100,000 USD towards operations/property **PAID and Milestone Earned**
- (III) Second \$100,000 USD towards operations/property **PAID and Milestone Earned**
- (IV) Completion of I-III, 10% of Project Interest **Milestone Earned, April 18, 2024**

Summary of Expenses Incurred/Paid:

- a. **Apex Geoscience: \$42,239.20 USD** (\$58,190.83 CAD)
- b. **Cordillera Cobre - Manifestation: USD \$21,709.26** (\$30,000 CAD)
- c. **Legal Canada (Incl. Public Listing): \$34,841.94 USD** (\$48,000 CAD)
- d. **Legal Chile: \$5,200 USD** (7163.78 CAD)
- e. **Financing Fees: \$7,622.23 USD** (\$10,500 CAD)
- f. **General Staff: \$53,714.66 USD** (\$74,000 CAD)
- g. **Auditor: \$23,227.96 USD** (\$32,000 CAD)
- h. **Travel: \$9,863.17 USD** (\$13,558 CAD)
- i. **Canadian Securities Exchange (Early Filing): \$3,810.84 USD** (\$5,250 CAD)

TOTAL as of April 25, 2024: \$202,229 USD (\$278,580 CAD)

AGREED BY:

GARDNER Y ESTEFFAN LIMITADA

By: "Harold Gardner" _____

Name: Harold Gardner

Title: Manager

SUPER COPPER CORP.

By: "Zachary Dolesky" _____

Name: Zachary Dolesky

Title: Manager