LATIN METALS INC.

Notice of Special Meeting of Shareholders

Management Information Circular

Place:	**320 Granville Street, Suite 880 Vancouver, British Columbia Canada, V6C 1S9**
Time:	**9:30 a.m. (Pacific time)**
Date:	**Wednesday, January 14, 2026**

With respect to a Proposed Arrangement involving
Latin Metals Inc. and Latin Explore Inc.

December 12, 2025

Neither the TSX Venture Exchange nor any securities regulatory authority has in any way passed upon the merits of the transaction described in this Management Information Circular.

Latin Metals Inc.
320 Granville Street, Suite 870
Vancouver, British Columbia, V6C 1S9

Dear Shareholders:

The directors of Latin Metals Inc. ("**Latin Metals**") invite you to attend the special meeting (the "**Meeting**") of the shareholders (the "**Shareholders**"), of Latin Metals to be held at 320 Granville Street, Suite 880, Vancouver, British Columbia at 9:30 a.m. (Pacific time), on January 14, 2026.

At the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass a special resolution (the "**Arrangement Resolution**") approving a proposed arrangement (the "**Arrangement**") under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving Latin Metals, its shareholders and Latin Explore Inc. ("**Latin Explore**"), pursuant to which the Shareholders will receive shares of Latin Explore.

The Arrangement involves, among other things, a distribution of common shares (each, a "**Latin Explore Share**") in the authorized capital of Latin Explore, a wholly-owned non-arm's length subsidiary of the Company, to the Shareholders such that each Shareholder will receive, for every common share of Latin Metals (each, a "**Latin Metals Share**") held by the Shareholder as at the Effective Date (as such term is defined in the Circular), one New Latin Metals Share and such number of Latin Explore Shares as is equal to the Exchange Ratio (as such term is defined in the Circular), subject to adjustment in accordance with the Plan of Arrangement.

It is a condition precedent to the closing of the Arrangement that 1559749 B.C. Ltd. ("**Finco**"), a private British Columbia company, closes a concurrent financing (the "**Concurrent Financing**") by way of a non-brokered private placement of 30,000,000 subscription receipts for aggregate gross proceeds of $3,000,000, and completes a share exchange (the "**Share Exchange**") with Latin Explore pursuant to a share exchange agreement (the "**Share Exchange Agreement**") to be entered into by Latin Explore, Finco and shareholders of Finco. Pursuant to the Share Exchange Agreement, Latin Explore will acquire all of the issued and outstanding common shares of Finco, in consideration for Latin Explore Shares, on a one-for-one basis. Each outstanding Finco common share purchase warrant not exercised by the holder thereof prior to closing of the Share Exchange will be exchanged for an equivalent number of warrants to purchase Latin Explore Shares and will continue to be convertible on the schedule and terms established at the time of the respective issuances.

At the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass (i) an ordinary resolution (the "**Latin Explore Share Exchange Resolution**") approving the Share Exchange; and (ii) an ordinary resolution approving the implementation of an omnibus share incentive plan for Latin Explore (the "**Latin Explore Incentive Plan**").

Upon completion of the Arrangement, Latin Explore will: (i) hold Latin Metals' former interests in the Para Project and the Auquis Project through Diamante Mining S.A.C. ("**Holdco**"), a Peruvian company; (ii) hold the net proceeds of the Concurrent Financing as a result of the Share Exchange; and (iii) be approximately 25.1% owned by the Shareholders, with Latin Metals retaining approximately 6.3%, and former Finco shareholders holding approximately 68.6%, of the remaining issued and outstanding Latin Explore Shares.

Detailed information in respect of matters contemplated by the Arrangement, the Concurrent Financing and Share Exchange, is set out in the accompanying Circular. Please review the Circular carefully as it has been prepared to help you make an informed decision on the Arrangement.

In order to become effective, (a) the Arrangement Resolution will require the approval of at least: (i) two-thirds of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting; and (ii) a simple majority of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*, (b) the Latin Explore Share Exchange Resolution will require the approval of at least a simple majority of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by the corporate finance policies of the TSX Venture Exchange (the "**TSXV**"), and (c) the Latin Explore Incentive Plan Resolution will require

the approval of at least a simple majority of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting. Without the required level of Shareholder approval, the proposed Arrangement, the Share Exchange and the implementation of the Latin Explore Incentive Plan cannot be completed. Completion of the Arrangement, the Share Exchange and the implementation of the Latin Explore Incentive Plan is also, as applicable, subject to certain required regulatory approvals, including the approval of the TSXV and the Supreme Court of British Columbia (the "**Court**") and other customary closing conditions, all of which are described in more detail in the Circular.

After thorough review and analysis, the board of directors of Latin Metals (the "Board") has adopted the recommendation of a committee of independent directors (the "Special Committee") that the Arrangement is in the best interests of Latin Metals and that the Arrangement is fair from a financial point of view to the Shareholders. THE BOARD HAS UNANIMOUSLY APPROVED THE TERMS OF THE ARRANGEMENT AND RECOMMENDS THAT YOU VOTE IN FAVOUR OF THE ARRANGEMENT, THE SHARE EXCHANGE AND THE IMPLEMENTATION OF THE LATIN EXPLORE INCENTIVE PLAN AT THE MEETING FOR THE REASONS SET OUT IN THE ATTACHED CIRCULAR.

The Share Exchange is a condition to the completion of the Arrangement. Accordingly, if the Latin Explore Share Exchange Resolution is not approved by Shareholders at the Meeting, the Arrangement cannot be completed in accordance with its terms.

Your vote on the matters to be acted upon at the Meeting is important, regardless of how many Latin Metals Shares you own. If the requisite approvals are obtained, an order of the Court approving the Arrangement will be sought following the Meeting. We hope that you will be able to attend the Meeting; however, if you cannot attend, please complete and return the applicable enclosed form of proxy or voting instruction form to Computershare Trust Company of Canada at the address noted in the Circular.

On behalf of Latin Metals, we thank you for your past and ongoing support.

Sincerely,

LATIN METALS INC.

/s/ Keith J. Henderson

Keith J. Henderson
President, Chief Executive Officer
and Director

LATIN METALS INC.
320 Granville Street, Suite 870
Vancouver, British Columbia, V6C 1S9

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that pursuant to an order (the "**Interim Order**") of the Supreme Court of British Columbia (the "**Court**") dated December 11, 2025, a special meeting (the "**Meeting**") of the holders of common shares (the "**Shareholders**") of Latin Metals Inc. (the "**Company**" or "**Latin Metals**") will be held at 320 Granville Street, Suite 880, Vancouver, British Columbia at 9:30 a.m. (Pacific time) on January 14, 2026 for the following purposes:

1. to consider and, if thought advisable, to approve, with or without variation, a special resolution (the "**Arrangement Resolution**"), the full text of which is attached as Appendix "A" to the accompanying management information circular (the "**Circular**"), approving an arrangement (the "**Arrangement**") under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving the Company, its shareholders and Latin Explore Inc. ("**Latin Explore**"), pursuant to which, among other things, the Company's shareholders will receive shares of Latin Explore, all as more particularly described in the Circular;

2. to consider and, if thought advisable, to approve, with or without variation, an ordinary resolution (the "**Latin Explore Share Exchange Resolution**"), the full text of which is attached as Appendix "A" to the accompanying Circular, approving a share exchange between Latin Explore and shareholders of 1559749 B.C. Ltd. ("**Finco**"), in accordance with and subject to the terms of a share exchange agreement to be entered into by Latin Explore, Finco and shareholders of Finco, pursuant to which, among other things, Latin Explore will acquire all of the issued and outstanding common shares of Finco from the Finco shareholders in exchange for shares of Latin Explore, all as more particularly described in the Circular;

3. to consider and, if thought advisable, to approve, with or without variation, an ordinary resolution (the "**Latin Explore Incentive Plan Resolution**"), the full text of which is attached as Appendix "A" to the accompanying Circular, approving the implementation of an omnibus share incentive plan for Latin Explore, subject to regulatory approval, all as more particularly described in the Circular; and

4. to transact such other business as may properly come before the Meeting or any adjournment thereof.

The specific details of the foregoing matters to be put before the Meeting are set forth in the Circular.

After thorough review and analysis, the board of directors of Latin Metals (the "Board") has adopted the recommendation of a committee of independent directors (the "Special Committee") that the Arrangement is in the best interests of Latin Metals and that the Arrangement is fair from a financial point of view to the Shareholders. THE BOARD HAS UNANIMOUSLY APPROVED THE TERMS OF THE ARRANGEMENT AND RECOMMENDS THAT YOU VOTE IN FAVOUR OF THE ARRANGEMENT, THE SHARE EXCHANGE AND THE IMPLEMENTATION OF THE LATIN EXPLORE INCENTIVE PLAN AT THE MEETING FOR THE REASONS SET OUT IN THE ATTACHED CIRCULAR.

The Share Exchange is a condition to the completion of the Arrangement. Accordingly, if the Latin Explore Share Exchange Resolution is not approved by Shareholders at the Meeting, the Arrangement cannot be completed in accordance with its terms.

The Board has by resolution fixed the close of business on December 8, 2025 as the record date, being the date for the determination of the registered holders of common shares of the Company entitled to notice of and to vote at the Meeting and any adjournment(s) thereof.

Shareholders are encouraged to vote on the matters BEFORE the Meeting by proxy to ensure that their votes are properly counted. Those Shareholders who are unable to attend the Meeting are requested to read the notes to the enclosed form of proxy and then to complete, sign and mail the enclosed form of proxy in accordance with the instructions set out in the proxy and in the Circular accompanying this notice.

Proxies to be used at the Meeting must be completed, dated, signed and returned to Computershare Trust Company of Canada, Proxy Department, at 320 Bay Street, 14th Floor, Toronto, Ontario, Canada, M5H 4A6 by 9:30 a.m. (Pacific time) on January 12, 2026, or if the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the date to which the Meeting is adjourned or postponed. Telephone voting can be completed at 1-866-732-8683, voting by fax can be sent to 1-866-249-7775 or 416-263-9524 and Internet voting can be completed at www.investorvote.com.

Non-Registered Shareholders who receive these materials through their broker or other intermediary are requested to follow the instructions for voting provided by their broker or intermediary, which may include the completion and delivery of a voting instruction form.

AND TAKE NOTICE that dissenting shareholders in respect of the proposed Arrangement are entitled to be paid the payout value of their shares in accordance with Section 238 of the BCBCA. Pursuant to the Interim Order (as defined in the Circular) of the Court dated December 11, 2025 and the BCBCA, a registered holder of common shares of the Company may until 5:00 p.m. (Pacific time) on the day which is two days immediately preceding the date of the Meeting give the Company a notice of dissent in the manner provided for in the Interim Order with respect to the Arrangement Resolution. As a result of giving a notice of dissent, a shareholder may, on receiving a notice of implementation of the Arrangement Resolution, require the Company to purchase all of the common shares held by such shareholder in respect of which the notice of dissent was given. These dissent rights are described in the Circular.

DATED at Vancouver, British Columbia, this 12th day of December, 2025.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ Keith J. Henderson

Keith J. Henderson
President, Chief Executive Officer
and Director

QUESTIONS AND ANSWERS ABOUT THE MEETING AND THE ARRANGEMENT

The following is a summary of certain information contained in or incorporated by reference into this Circular, including the Appendices, together with some of the questions that you, as a Shareholder, may have and answers to those questions. You are urged to read the remainder of this Circular and the form of proxy carefully, because the information contained below is of a summary nature and therefore is not complete, and is qualified in its entirety by the more detailed information contained elsewhere in or incorporated by reference into this Circular, including the Appendices and the form of proxy, all of which are important. Capitalized terms used in these Questions and Answers but not otherwise defined herein have the meanings set forth in the Glossary of Terms.

Q: Why is the Meeting being held?

A: The Meeting is being held to consider a special resolution to approve the Arrangement, to consider an ordinary resolution approving the Share Exchange, and to consider an ordinary resolution to approve the Latin Explore Incentive Plan.

Q: When and where is the Meeting being held?

A: The Meeting will be held at 9:30 a.m. (Pacific time) on Wednesday, January 14, 2026 at the offices of Lotz & Company, counsel to Latin Metals, at 320 Granville Street, Suite 880, Vancouver, British Columbia.

Q: When do I have to vote my Latin Metals Shares by?

A: Shareholders must submit their vote no later than 9:30 a.m. (Pacific time) on January 12, 2026, or, in the event that the Meeting is postponed, not later than 48 hours excluding Saturdays, Sundays and statutory holidays in the City of Vancouver, prior to the time of the Meeting as adjourned or postponed.

Q: What are the benefits of the Arrangement to all Shareholders?

A: The following are some of the benefits to Shareholders:

- It is expected the separation of the Spin-out Assets from Latin Metals' assets will provide a separate valuation of both the businesses of Latin Metals and Latin Explore and will permit management to advance both the businesses of Latin Metals and Latin Explore in a more focused and efficient manner, particularly as the Spin-out Assets are partner ready. Shares of early-stage copper and gold companies listed on the TSXV and Canadian Securities Exchange trade at multiples which are a premium to the Concurrent Financing valuation for Latin Explore and Finco.

- The Fairness Opinion provides that, as of December 8, 2025, subject to the assumptions, limitations and qualifications contained therein, the Arrangement is fair, from a financial point of view to the Latin Metals Shareholders.

- Latin Metals Shareholders, through their ownership of Latin Explore Shares, will also participate in the Spin-out Assets. The Latin Metals Shareholders and Latin Metals will hold a substantial portion of the issued Latin Explore Shares upon completion of the Arrangement, and in the case of Latin Metals, the Retained Latin Explore Shares represent a potential non-dilutive source of funding.

- Latin Metals Shareholders, through their ownership of all the issued and outstanding Latin Metals Shares, will continue to participate in the value associated with the development, operation, and growth of the Latin Metals business.

- The board of directors and officers of Latin Explore after the Arrangement will initially include certain officers that currently manage Latin Metals, preserving the management know-how and direction of Latin Metals.

- The creation of two separate companies dedicated to the pursuit of their respective businesses will provide Latin Metals Shareholders with diversification and increased liquidity for their investment portfolios, as they will hold a direct interest in two companies, each of which is focused and valued on different objectives. In the case of Latin Explore, it will have the opportunity to seek out investors focused on early stage copper and gold projects in Peru, and the Spin-out Assets can be advanced without dilution of Latin Metals following the Arrangement.

For further information in respect of the Arrangement, see "*Business of the Meeting – The Transaction*

Latin Metals and Latin Explore have entered into a definitive Arrangement Agreement pursuant to which they propose to carry out a series of transactions resulting in, among other things, the distribution of Latin Explore Shares to Shareholders. This series of transactions consists of the Arrangement, the Spin-out Assets Transfer, the Concurrent Financing and the Share Exchange, each of which is described below and which are collectively referred to in this Circular as the "**Transaction**".

The Arrangement".

Q: What will I receive for my Latin Metals Shares under the Arrangement?

A: If the Arrangement is completed, Shareholders will be entitled to receive one New Latin Metals Share and such number of Latin Explore Shares as is equal to the Exchange Ratio, subject to adjustment in accordance with the Plan of Arrangement, in exchange for each Latin Metals Share held on the date the Arrangement becomes effective.

Q: Who can attend and vote at the Meeting?

A: Only Shareholders of record as of the close of business on December 8, 2025 (the "**Record Date**") are entitled to receive notice of and to vote at the Meeting or at any adjournment(s) or postponement(s) of the Meeting.

Q: What approvals are required by Shareholders at the Meeting?

A: In order to become effective, the Arrangement Resolution will require the approval of at least: (i) two-thirds of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting; and (ii) a simple majority of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by MI 61-101. The Latin Explore Share Exchange Resolution will require the approval of at least a simple majority of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by the corporate finance policies of the TSXV, and the Latin Explore Incentive Plan Resolution will require the approval of at least a simple majority of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

For more information, see "*Business of the Meeting – Approval of the Arrangement Resolution*" and "*Business of the Meeting – Canadian Securities Laws and Resale of Securities*".

Q: How can Shareholders vote their Latin Metals Shares?

A: **Only registered Shareholders of the Company or the persons they appoint as their proxies are permitted to vote at the Meeting.** Registered shareholders are holders of Latin Metals Shares whose names appear on the share register of the Company and are not held in the name of a brokerage firm, bank or trust company through which they purchased Latin Metals Shares. Whether or not you are able to attend the Meeting, Shareholders are requested to vote their proxy in accordance with the instructions on the proxy. Most Shareholders are "non-registered" Shareholders because the Latin Metals Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Latin Metals Shares. Latin Metals Shares beneficially owned by a Non-Registered Shareholder are registered either: (i) in the name of an Intermediary that the Non-Registered Shareholder deals with in respect of their Latin Metals Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs,

RRIFs, RESPs and similar plans), or (ii) in the name of a clearing agency (such as The Canadian Depository for Securities Limited or The Depository Trust & Clearing Corporation) of which the Intermediary is a participant.

If you are a **Registered Shareholder**, you may vote in any of the following ways:

In Person	Attend the Meeting and register with the transfer agent, Computershare, upon your arrival. Do not fill out and return your proxy if you intend to vote in person at the Meeting.
Mail	Enter voting instruction, sign the form of proxy and send your completed form to: Computershare Trust Company of Canada Attention: Proxy Department 320 Bay Street, 14th Floor Toronto, ON M5H 4A6
Telephone	North America: 1-866-732-VOTE (8683) Outside of North America: (312) 588-4290
Fax	North America: 1-866-249-7775 or International: (416) 263-9524 – Please scan and fax both pages of your completed, signed form of proxy.
Internet	Go to **www.investorvote.com**. Enter your 15-digit control number printed on the form of proxy and follow the instructions on the website to vote your Latin Metals Shares.

If you are a Non-Registered Shareholder holding your Latin Metals Shares through a bank, broker, trust company, or custodian, you are requested to complete and return the voting instruction form to Broadridge Financial Solutions Inc. ("**Broadridge**") by mail or facsimile. Alternatively, beneficial Shareholders can call the toll-free telephone number printed on their voting instruction form or access Broadridge's dedicated voting website at www.proxyvote.com and enter their 16-digit control number to deliver their voting instructions. Non-Registered Shareholders should carefully follow the instructions of their intermediary or its agents, including those regarding when and where the voting instruction form is to be delivered.

Q: What will happen to my Latin Metals Warrants or Latin Metals Options following the Arrangement?

A: Following the Arrangement, all outstanding Latin Metals Warrants and Latin Metals Options will continue to be exercisable in accordance with their terms, entitling the holders thereof to acquire New Latin Metals Shares.

Q: Will the Latin Explore Shares to be issued to Shareholders be listed on a stock exchange?

A: The Latin Explore Shares are not currently listed on a stock exchange and will not be listed on a stock exchange on the date the Arrangement becomes effective; however, it is a condition of the closing of the Arrangement that Latin Explore has received conditional approval of the TSXV for the listing of the Latin Explore Shares.

Q: Does the Board support the Arrangement?

A: Yes. The Board unanimously: (i) determined that the Arrangement is fair to Shareholders and in the best interests of Latin Metals; and (ii) recommends that Shareholders vote **FOR** the Arrangement Resolution. Before entering into the Arrangement Agreement, the Special Committee retained Evans & Evans as its financial advisor. In making its recommendation to Shareholders, the Board also considered a number of factors as described in this Circular under the heading "*Business of the Meeting — Recommendation of the Board*", including the Fairness Opinion from Evans & Evans, which determined that the Arrangement is fair, from a financial point of view, to Shareholders.

Q: In addition to Shareholder approval, what other approvals are required for the Arrangement to be implemented?

A: The Arrangement requires the approval of the Court and is subject to, among other things, the receipt of certain regulatory approvals, including TSXV approval of the Arrangement and TSXV conditional approval of the listing and posting for trading on the TSXV of the Latin Explore Shares.

Q: When will the Arrangement become effective?

A: Subject to obtaining Court approval and other approvals as well as the satisfaction of all other conditions precedent to the Arrangement, including the Share Exchange, if Shareholders approve the Arrangement Resolution and the Latin Explore Share Exchange Resolution, it is anticipated that the Arrangement will be completed in late January, 2026. However, there can be no assurances that the Arrangement will be completed by that date or will be completed at all.

Q: What will happen to the business of Latin Metals if the Arrangement is completed?

A: Following completion of the Arrangement, Latin Metals will continue to operate with its proven prospect generator model, advancing early-stage assets through to partner-funded exploration. The New Latin Metals Shares will continue to trade on the TSXV under the symbol "LMS", although Latin Metals expects it will need to obtain a new CUSIP/ISIN number for the New Latin Metals Shares.

Q: Who will be the shareholders of Latin Explore if the Arrangement is completed?

A: Immediately following completion of the Arrangement, and on a non-diluted basis, the issued and outstanding shares of Latin Explore are expected to be held by: (i) the Shareholders (as a group), as to approximately 25.1%; (ii) Latin Metals, as to approximately 6.3%; and (iii) former Finco shareholders, as to approximately 68.6%.

Q: When will I receive the New Latin Metals Shares and the Latin Explore Shares owing to me under the Arrangement?

A: You will receive the New Latin Metals Shares and the Latin Explore Shares due to you under the Arrangement as promptly as possible after the Arrangement Resolution is approved by Shareholders, the Court and other approvals have been obtained and the Arrangement becomes effective, provided that you comply in all material respects with the procedures described in this Circular for the exchange of certificates evidencing the securities. See "*Business of the Meeting – Steps in the Arrangement*" and "*Business of the Meeting – Exchange of Securities*".

Q: What will happen if the Arrangement Resolution is not approved or the Arrangement is not completed for any reason?

A: If the Arrangement Resolution is not approved or the Arrangement is not completed for any reason, the Arrangement Agreement may be terminated. If this occurs, Latin Metals will continue to carry on its business operations in the normal course. Additionally, subject to the terms of the Concurrent Financing, the escrowed proceeds of the Concurrent Financing will be returned to holders of Subscription Receipts on a pro rata basis, with Finco contributing such amounts as necessary to satisfy any shortfall. See "*Arrangement Risk Factors*".

Q: What do I need to do now?

A: You should carefully read and consider the information contained in this Circular. Registered Shareholders should then complete, sign and date the enclosed form of proxy and either return it in the enclosed return envelope or send both pages of the proxy by facsimile, in either case, as soon as possible so that your Latin Metals Shares may be voted at the Meeting. To vote by internet, please access the website listed on your proxy and follow the online voting instructions. To vote by phone, please follow the instructions on your

proxy. For your Latin Metals Shares to be eligible to be voted at the Meeting, the form of proxy must be returned by mail to Computershare Trust Company of Canada not later than 9:30 a.m. (Pacific time) on January 12, 2026, or if the Meeting is adjourned or postponed, before 9:30 a.m. (Pacific time) on the Business Day that is two Business Days before the date to which the Meeting was adjourned or postponed. See "*Appointment of Proxyholder*". If you hold Latin Metals Shares through a broker, custodian, nominee or other intermediary, you should follow the instructions provided by your intermediary to ensure that your vote is counted at the Meeting and should arrange for your intermediary to complete the necessary steps to ensure that you receive the New Latin Metals Shares and the Latin Explore Shares for your Latin Metals Shares as soon as possible following completion of the Arrangement.

Q: If my Latin Metals Shares are held on my behalf by my broker (i.e. in "street name"), will my broker vote my Latin Metals Shares for me?

A: You must contact your broker, as a broker will vote the Latin Metals Shares held by you only if you provide instructions to your broker on how to vote. Without instructions, those Latin Metals Shares will not be voted. Shareholders should instruct their brokers to vote their Latin Metals Shares by following the directions provided to them by their brokers. Unless your broker gives you its proxy to vote the Latin Metals Shares at the Meeting, you cannot vote those Latin Metals Shares owned by you at the Meeting. See "*Non-Registered Holders*".

Q: Can I change my vote after I have voted by proxy?

A: Yes. A Registered Shareholder executing the enclosed form of proxy has the right to revoke it. In addition to revocation in any other manner permitted by law, a Shareholder may revoke a proxy by (i) signing a proxy bearing a later date and depositing it at the place and within the time aforesaid; (ii) signing and dating a written notice of revocation (in the same manner as the form of proxy is required to be executed as set out in the notes to the form of proxy) and either depositing it at the place and within the time aforesaid or with the Chairman of the Meeting on the day of the Meeting or on the day of any adjournment thereof; or (iii) registering with the scrutineer at the Meeting as a shareholder present in person, whereupon such proxy shall be deemed to have been revoked.

If you are a Non-Registered Shareholder, you should contact your intermediary through which you hold Latin Metals Shares and obtain instructions regarding the procedure for the revocation of any voting instructions that you have previously provided to your intermediary.

See "*General Proxy Information — Revocations of Proxies*".

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APPENDICES

GENERAL DISCLOSURE INFORMATION

Capitalized terms hereinafter used are defined in the Glossary of Terms or elsewhere in the Circular.

No person has been authorized by the Company to give any information or make any representations in connection with the Arrangement herein described other than those contained in this Circular and, if given or made, any such information or representation must not be relied upon as having been authorized by Latin Metals or Latin Explore, as applicable.

References to "management" in this Circular mean the executive officers of Latin Metals, as applicable. Any statements in this Circular made by or on behalf of management are made in such persons' capacities as officers of the Company, as applicable, and not in their personal capacities.

A Shareholder should rely only on the information contained in this Circular and should not rely on certain parts of this Circular to the exclusion of others. The information contained in this Circular is accurate only as of the date of this Circular, regardless of the time of delivery of this Circular.

The unaudited pro forma consolidated financial statements of Latin Explore are based on Latin Metals' management assumptions and adjustments which are inherently subjective. The unaudited pro forma consolidated financial statements may not be indicative of the consolidated financial position and consolidated results of operations that would have occurred if the transactions had taken place on the dates indicated or of the consolidated financial position or consolidated operating results which may be obtained in the future. The consolidated actual financial position and consolidated results of operations of Latin Explore for any period following the completion of the Arrangement will likely vary from the amounts set forth in the unaudited pro forma consolidated financial statements and such variation may be material.

This Circular does not constitute an offer to sell, or a solicitation of an offer to purchase, any securities, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation. Neither delivery of this Circular nor any distribution of the securities referred to in this Circular shall, under any circumstances, create an implication that there has been no change in the information set forth herein since the date of this Circular.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING INFORMATION

This Circular and the documents incorporated into this Circular by reference contain forward-looking statements and forward-looking information (collectively, "**forward looking statements**") within the meaning of applicable Canadian and U.S. securities legislation. All statements, other than statements of historical fact, included herein including, without limitation, statements with respect to the Arrangement, the Share Exchange, the Concurrent Financing, the covenants of Latin Metals, the timing for the implementation of the Arrangement and the potential benefits of the Arrangement, the likelihood of the Arrangement and the Share Exchange being completed, the ability of Finco to raise funds under the Concurrent Financing, principal steps of the Arrangement, the timing of future activities of and developments related to, Latin Metals and Latin Explore, Latin Metals' and Latin Explore's anticipated business plans, Shareholder approval of the Arrangement, regulatory approval of the Arrangement, listing of the Latin Explore Shares on the TSXV, TSXV approval of the Latin Explore Incentive Plan, participation of the Shareholders in the Spin-out Assets, ability of Latin Explore to develop the Spin-out Assets, the liquidity of Latin Metals Shares and Latin Explore Shares following the Effective Time, costs and timing of exploration and development and capital expenditures related thereto, planned exploration activities, success of exploration activities, estimated exploration budgets, market position, financial and business prospects and financial outlooks of Latin Metals and Latin Explore are forward-looking statements.

Any statements that involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often but not always using phrases such as "expects", or "does not expect", "is expected", "anticipates" or "does not anticipate", "plans", "budget", "scheduled", "forecasts",

"estimates", "believes" or "intends" or variations of such words and phrases or stating that certain actions, events or results "may" or "could", "would", "might", or "will" be taken to occur or be achieved) are not statements of historical fact and may be forward-looking statements and are intended to identify forward-looking statements, which include statements relating to, among other things, the ability of Latin Metals or Latin Explore to continue to successfully compete in the market.

These forward-looking statements are based on the beliefs of Latin Metals' management, as well as on assumptions, which such management believes to be reasonable based on information currently available at the time such statements were made. However, there can be no assurance that the forward-looking statements will prove to be accurate. Such assumptions and factors include, among other things, the satisfaction of the terms and conditions of the Arrangement including the approval of the Arrangement's fairness by the Court, and the receipt of the required governmental and regulatory approvals and consents.

By their nature, forward-looking statements are based on assumptions and involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Latin Metals or Latin Explore to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Forward-looking statements are subject to a variety of risks, uncertainties and other factors which could cause actual events or results to differ from those expressed or implied by the forward-looking statements, including, without limitation: the Arrangement Agreement may be terminated in certain circumstances, general business, economic, competitive, political, regulatory and social uncertainties, commodities price volatility, uncertainty related to mineral exploration properties, risks related to the ability to finance the continued exploration of mineral properties, risks related to Latin Metals and Latin Explore not having any proven or provable mineral reserves, history of losses of Latin Metals and expectation of future losses for Latin Metals and Latin Explore, risks related to factors beyond the control of Latin Metals or Latin Explore, limited business history of Latin Explore, risks and uncertainties associated with exploration and mining operations, risks related to the ability to obtain adequate financing for planned development activities, lack of infrastructure at mineral exploration properties, risks and uncertainties relating to the interpretation of drill results and the geology, grade and continuity of mineral deposits, uncertainties related to title to mineral properties and the acquisition of surface rights, risks related to governmental regulations, including environmental laws and regulations and liability and obtaining permits and licences, future changes to environmental laws and regulations, unknown environmental risks for past activities, commodity price fluctuations, risks related to reclamation activities on mineral properties, risks related to political instability and unexpected regulatory change, currency fluctuations and risks associated with a fixed exchange ratio, influence of third party stakeholders, conflicts of interest, risks related to dependence on key individuals, risks related to the involvement of some of the directors and officers of Latin Metals and Latin Explore with other natural resource companies, enforceability of claims, the ability to maintain adequate control over financial reporting, risks related to the Latin Metals Shares and Latin Explore Shares, including price volatility due to events that may or may not be within such parties' control, disruptions or changes in the credit or security markets, risks related to joint venture operations, actual results of current exploration activities, reserve and resource estimate risk, actual results of current reclamation activities, conclusions of economic evaluations, changes in project parameters as plans continue to be refined, changes in labour costs or other costs of production, labour disputes and other risks of the mining industry, delays in obtaining governmental approvals or financing or in the completion of development or construction activities, the ability to renew existing licenses or permits or obtain required licenses and permits, mining operational and development risk, litigation risks, speculative nature of mineral exploration, risks relating to the possibility that such number of Shareholders may exercise their dissent rights so as to cause the Board to believe that completion of the Arrangement would not be in the best interests of Latin Metals, risks related to instability in the global economic climate, and community and non-governmental actions and regulatory risks.

This list is not exhaustive of the factors that may affect any of forward-looking statements of Latin Metals and Latin Explore. Forward-looking statements are statements about the future and are inherently uncertain. Actual results could differ materially from those projected in the forward-looking statements as a result of the matters set out or incorporated by reference in this Circular generally and certain economic and business factors, some of which may be beyond the control of Latin Metals and Latin Explore. Some of the important risks and uncertainties that could affect forward-looking statements are described further below under the heading "*Business of the Meeting - Arrangement Risk Factors*" and in Appendix "L" to this Circular under the heading "*Information Concerning Latin Explore — Risk Factors*".

Certain of the forward-looking statements and forward-looking information and other information contained herein concerning the mining industry and Latin Metals' general expectations concerning the mining industry, Latin Metals, and Latin Explore, are based on estimates prepared by Latin Metals or Latin Explore using data from publicly available industry sources as well as from market research and industry analysis and on assumptions based on data and knowledge of this industry which Latin Metals believes to be reasonable. However, although generally indicative of relative market positions, market shares and performance characteristics, these data are inherently imprecise. While Latin Metals is not aware of any misstatement regarding any industry data presented herein, the mining industry involves risks and uncertainties that are subject to change based on various factors.

All forward-looking information attributable to Latin Metals or Latin Explore, or persons acting on their behalf, is expressly qualified in their entirety by the cautionary statements set forth above. Readers of this Circular are cautioned not to place undue reliance on the forward-looking information contained in this Circular which reflect the analysis of the management of Latin Metals and Latin Explore, as applicable, as of the date of this Circular. Neither Latin Metals nor Latin Explore undertakes any obligation to update forward-looking information except as required by applicable securities laws.

At the Meeting, you will be asked to consider and, if deemed advisable, approve the Arrangement Resolution, the full text of which is reproduced in Appendix "A" of this Circular in respect of the Arrangement.

DATE OF INFORMATION

Information contained in this Information Circular is as at December 12, 2025, unless otherwise indicated.

REPORTING CURRENCIES AND ACCOUNTING PRINCIPLES

The historical financial statements of Latin Explore and Finco, the audited carve-out financial statements of the Para Project and Auquis Project and the pro-forma consolidated financial statements of Latin Explore contained in this Information Circular are reported in Canadian dollars and have been prepared in accordance with IFRS. All references to dollar amounts in this Information Circular are to Canadian dollars unless stated otherwise or the context otherwise requires.

GLOSSARY OF TERMS

In this Circular and the accompanying Notice of Meeting, unless there is something in the subject matter inconsistent therewith, the following terms shall have the respective meanings set out below.

"**ACB**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Alterations to Share Structure and Articles of the Corporation and the Re-Designation of Latin Metals Shares*";

"**allowable capital loss**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*";

"**Appendices**" means the appendices to this Circular which are incorporated herein and form part of this Circular;

"**Arrangement**" means the arrangement under Part 9, Division 5 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement and Article 6 thereof, or made at the direction of the Court in the Final Order with the consent of Latin Metals and Latin Explore, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement dated as of December 8, 2025, between Latin Metals and Latin Explore, as the same may be supplemented, restated or amended from time to time;

"**Arrangement Resolution**" means the resolution to be approved by the Shareholders, substantially in the form and content set out in Appendix "A" to this Circular;

"**Author**" means Catherine Fitzgerald, M.Sc., P. Geo., author of the Technical Report;

"**Auquis Project**" means the Auquis Copper Project located in Peru, the concessions of which form part of the Spin-out Assets;

"**BCBCA**" means the *Business Corporations Act* (British Columbia);

"**Board**" means the board of directors of Latin Metals;

"**business combination**" has the meaning ascribed thereto in MI 61-101;

"**Business Day**" means any day other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia;

"**Concurrent Financing**" means a non-brokered private placement by Finco of 30,000,000 Subscription Receipts at a price of $0.10 per receipt, for gross proceeds of $3,000,000; upon satisfaction of certain conditions, each Subscription Receipt will automatically be converted into a Finco Unit without further payment or action on the part of the holder;

"**Convention**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Taxation of Dividends*";

"**Court**" means the Supreme Court of British Columbia;

"**CRA**" means the Canada Revenue Agency;

"**Depositary**" means Computershare Investor Services Inc., or such other depositary as Latin Metals may determine;

"**Dissent Procedures**" has the meaning ascribed thereto under "*Dissent Rights*";

"**Dissent Rights**" has the meaning ascribed thereto under "*Dissent Rights*";

"**Dissenting Non-Resident Holder**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Not Resident in Canada – Dissenting Non-Resident Holders*";

"**Dissenting Resident Holder**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Dissenting Shareholders*";

"**Dissenting Shareholder**" means a Latin Metals Shareholder who has duly and validly exercised its Dissent Rights with respect to the Arrangement in strict compliance with the Dissent Procedures;

"**Distribution Record Date**" means the close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Latin Metals Shareholders entitled to receive New Latin Metals Shares and Latin Explore Shares pursuant to the Plan of Arrangement or such other date as the Board may select;

"**DRS Advice**" means a direct registration statement (DRS) advice;

"**Effective Date**" means the date on which the Arrangement becomes effective in accordance with the Plan of Arrangement and the Final Order, as the Board may determine;

"**Effective Time**" means 12:01 a.m. on the Effective Date, or such other time on the Effective Date as agreed to in writing by Latin Metals or Latin Explore;

"**Escrow Release Conditions**" has the meaning ascribed thereto under "*Business of the Meeting – The Transaction – The Concurrent Financing*";

"**Evans & Evans**" means Evans & Evans, Inc., financial advisor to Latin Metals;

"**Exchange Ratio**" means the quotient obtained by dividing: (i) the difference between (A) the aggregate number of Latin Explore Shares held by Latin Metals immediately prior to the Effective Time; and (B) the aggregate number of Retained Latin Explore Shares, by (ii) the number of Latin Metals Shares issued and outstanding as of the Effective Time;

"**Fairness Opinion**" means the written fairness opinion dated as of December 8, 2025 as prepared for Latin Metals by Evans & Evans, a copy of which is attached as Appendix "D" to this Circular;

"**FHSA**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Eligibility for Investment – New Latin Metals Shares and Latin Explore Shares*";

"**Final Order**" means the final order of the Court approving the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of Latin Metals and Latin Explore, each acting reasonably, at any time prior to the Effective Date;

"**Finco**" means 1559749 B.C. Ltd., a company existing under the laws of the Province of British Columbia;

"**Finco Shareholders**" means the holders of Finco Shares;

"**Finco Shares**" means the common shares without par value in the capital of Finco;

"**Finco Unit**" means a unit consisting of one (1) Finco Share and one-half of one (1/2) Finco Warrant;

"**Finco Warrants**" means the common share purchase warrants of Finco, each exercisable into one (1) Finco Share at an exercise price of $0.20 per share for a period of 24 months from the date of issuance and which otherwise have the terms provided in the certificates representing such warrants;

"**Holdco**" means Diamante Mining S.A.C., a company existing under the laws of Peru and a subsidiary of Latin Explore;

"**Holder**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences*";

"**IFRS**" means IFRS Accounting Standards, as issued by the International Accounting Standards Board that are applicable to public issuers in Canada;

"**Income Tax Act**" means the *Income Tax Act* (Canada);

"**Information Circular**" or "**Circular**" means, collectively, the Notice of Meeting and this Information Circular, including all Appendices, sent to Shareholders in connection with the Meeting;

"**interested party**" has the meaning ascribed thereto in MI 61-101;

"**Interim Order**" means the interim order of the Court pursuant to the BCBCA providing for, among other things, the calling and holding of the Meeting, as such order may be amended, modified, supplemented or varied by the Court with the consent of Latin Metals and Latin Explore, each acting reasonably;

"**Intermediary**" has the meaning ascribed thereto under "*Non-Registered Holders*"

"**Latin Explore**" or "**Spinco**" means Latin Explore Inc., a company existing under the laws of the Province of British Columbia;

"**Latin Explore Incentive Plan**" has the meaning ascribed thereto under "*Business of the Meeting – Approval of Latin Explore Incentive Plan*";

"**Latin Explore Shares**" or "**Spinco Shares**" means the common shares without par value in the capital of Latin Explore;

"**Latin Metals**" or "**Company**" means Latin Metals Inc., a company existing under the laws of the Province of British Columbia;

"**Latin Metals Class A Shares**" has the meaning ascribed thereto in Section 3.1(b)(i)(A) of the Plan of Arrangement;

"**Latin Metals Options**" means, at any time, stock options to acquire Latin Metals Shares granted under the Latin Metals Stock Option Plan which are, at such time, outstanding and unexercised, whether or not vested;

"**Latin Metals Shares**" or "**Shares**" means the common shares without par value in the capital of Latin Metals;

"**Latin Metals Shareholders**" or "**Shareholders**" means the holders of Latin Metals Shares;

"**Latin Metals Stock Option Plan**" means the existing stock option plan of Latin Metals as updated and amended from time to time;

"**Latin Metals Warrants**" means the outstanding warrants to purchase Latin Metals Shares;

"**Letter of Transmittal**" means the letter of transmittal in respect of the Arrangement to be sent to Latin Metals Shareholders together with the Information Circular;

"**Management Proxyholders**" has the meaning ascribed thereto under "*Appointment of Proxyholder*";

"**MD&A**" means management's discussion and analysis and has the meaning ascribed to the term "MD&A" in NI 51-102;

"**Meeting**" means the special meeting of the Latin Metals Shareholders, including any adjournment or postponement thereof, called and held in accordance with the Interim Order for the purpose of approving, among other things, the Arrangement Resolution;

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*;

"**minority approval**" has the meaning ascribed thereto in MI 61-101;

"**MLI**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Not Resident in Canada – Exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares*";

"**New Latin Metals Shares**" means the new class of common shares in the authorized share structure of Latin Metals created by Latin Metals as described in the Plan or Arrangement;

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"**NOBO**" has the meaning ascribed thereto under "*Non-Registered Holders*";

"**Non-Registered Shareholder**" means a Shareholder who is not a Registered Shareholder;

"**Non-Resident Holder**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Not Resident in Canada*";

"**Notice of Dissent**" has the meaning ascribed thereto under "*Dissent Rights*";

"**Notice of Meeting**" means the notice of meeting to be sent to Shareholders in connection with the Meeting;

"**Notice of Petition**" means the notice of petition for the Final Order approving the Arrangement dated December 11, 2025, a copy of which is attached as Appendix "G" to this Circular;

"**OBO**" has the meaning ascribed thereto under "*Non-Registered Holders*";

"**Old Latin Metals Shares**" means the issued and outstanding Latin Metals Shares, as renamed and redesignated Latin Metals Class A Shares pursuant to the Plan of Arrangement, outstanding on the Distribution Record Date;

"**Outside Date**" has the meaning ascribed thereto under "*Business of the Meeting – The Transaction – The Concurrent Financing*";

"**Para Project**" means the Para Copper Project located in Peru, the concessions of which form part of the Spin-out Assets;

"**party**" means either Latin Metals or Latin Explore and "**parties**" means, collectively, Latin Metals and Latin Explore;

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form of Appendix "H" hereto and any amendment, variation or supplement thereto made in accordance with the Plan of Arrangement, the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of Latin Metals and Latin Explore, each acting reasonably;

"**PUC**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Not Resident in Canada – Exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares*";

"**RDSP**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Eligibility for Investment – New Latin Metals Shares and Latin Explore Shares*";

"**Record Date**" means December 8, 2025;

"**Registered Latin Metals Shareholder**" means a registered holder of Latin Metals Shares;

"**Registered Plans**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Eligibility for Investment – New Latin Metals Shares and Latin Explore Shares*";

"**Regulation S**" means Regulation S under the U.S. Securities Act;

"**related party**" has the meaning ascribed thereto in MI 61-101;

"**Retained Latin Explore Shares**" means 20% of the Latin Explore Shares held by Latin Metals immediately prior to the Effective Time, which Latin Explore Shares will be retained by Latin Metals;

"**Resident Holder**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada*";

"**RESP**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Eligibility for Investment – New Latin Metals Shares and Latin Explore Shares*";

"**RRIF**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Eligibility for Investment – New Latin Metals Shares and Latin Explore Shares*";

"**RRSP**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Eligibility for Investment – New Latin Metals Shares and Latin Explore Shares*";

"**Rule 144**" means Rule 144 under the U.S. Securities Act;

"**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act;

"**Securities Laws**" means all applicable securities laws of Canada and the United States, including the *Securities Act* (British Columbia), the U.S. Securities Act and the U.S. Exchange Act, together with all other applicable provincial and state securities laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**SEDAR+**" means the System for Electronic Data Analysis and Retrieval + as located on the internet at www.sedarplus.com;

"**Share Exchange**" means the share exchange between Latin Explore and the Finco Shareholders to be completed prior to the Effective Date pursuant to the terms and conditions set forth in the Share Exchange Agreement, subject to any amendment thereto in accordance therewith;

"**Share Exchange Agreement**" means the agreement to be entered into by Latin Explore, Finco, and Finco Shareholders prior to the Effective Date in the form substantially the same as set out in Schedule "C" of the Arrangement Agreement;

"**Special Committee**" means the special committee of the Board, comprised of two independent directors of Latin Metals, to consider among other things, the Arrangement Agreement, the Arrangement and the Fairness Opinion;

"**Spin-out Assets**" means the concessions comprising the Para Project and the Auquis Project located in Peru, of which 100% of the right, title and interest in and to such concessions will be indirectly held by Latin Explore through Holdco upon completion of the Arrangement;

"**Spin-out Assets Transfer**" has the meaning ascribed thereto under "*Business of the Meeting – Spin-out Assets*";

"**Subject Securities**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences*";

"**Subscription Receipt**" has the meaning ascribed thereto under *Business of the Meeting – The Transaction – The Concurrent Financing*";

"**Tax Act**" means the *Income Tax Act* (Canada);

"**Tax Proposals**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences*";

"**Technical Report**" means the technical report entitled "NI 43-101 Technical Report for the Para Copper-Molybdenum Project, Lima Department, Peru" with an effective date of December 12, 2025

"**TFSA**" has the meaning ascribed thereto under "*Principal Canadian Federal Income Tax Consequences – Holders Resident in Canada – Eligibility for Investment – New Latin Metals Shares and Latin Explore Shares*";

"**Transaction**" means the series of transactions consisting of the Arrangement, the Share Exchange, and the Concurrent Financing, each of which as more particularly described in this Circular;

"**TSXV**" means the TSX Venture Exchange;

"**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated from time to time thereunder;

"**U.S. Person**" means a "U.S. person" as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated from time to time thereunder; and

"**Zafiro**" means Zafiro Mining S.A.C., a company existing under the laws of Peru and a subsidiary of Latin Metals.

Words importing the masculine shall be interpreted to include the feminine or neuter and the singular to include the plural and vice versa where the context so requires.

SUMMARY

The following is a summary of information contained elsewhere in this Circular. This summary is qualified in its entirety by and should be read together with the more detailed information and financial data and statements contained elsewhere in this Circular, including the Appendices, which are incorporated herein and form part of this Circular, and the documents incorporated by reference herein, which form part of this Circular. Certain capitalized words and terms used in this Summary are defined in the Glossary of Terms.

The Meeting

The Meeting will be held on Wednesday, January 14, 2026 at 320 Granville Street, Suite 880, Vancouver, British Columbia, at 9:30 a.m. (Pacific time) for the purposes set forth in the Notice of Meeting. At the Meeting, Latin Metals Shareholders will consider and vote upon: (i) the Arrangement Resolution; (ii) the Latin Explore Share Exchange Resolution; and (iii) the Latin Explore Incentive Plan Resolution. See "*Business of the Meeting*".

The Transaction

Latin Metals and Latin Explore have entered into the Arrangement Agreement pursuant to which they propose to carry out a series of transactions resulting in, among other things, the distribution of Latin Explore Shares to Shareholders. This series of transactions consists of the Arrangement, the Spin-out Assets Transfer, the Concurrent Financing and the Share Exchange, each of which is described below and which are collectively referred to in this Circular as the "**Transaction**".

The Arrangement

The purpose of the Arrangement and the related transactions is to reorganize Latin Metals into two separate companies:

1. Latin Metals, which will primarily be focused on its proven prospect generator model, advancing early-stage assets through to partner-funded exploration, minimizing or ultimately eliminating shareholder dilution in favour of asset-level dilution and industry-leading exploration partnerships; and

2. Latin Explore, which will be primarily focused on operating as a self-funded, discovery-driven exploration company, executing on drill-ready projects that can deliver potential near-term discovery. Latin Explore will initially focus on drill testing of the Para Copper Project, but will seek to acquire additional high-potential, advanced, drill-ready and permitted projects in Peru and elsewhere in South America.

The Arrangement would result in, among other things, participating Latin Metals Shareholders holding, immediately following completion of the Arrangement for each one Latin Metals Share held, one New Latin Metals Share and a number of Latin Explore Shares equal to the Exchange Ratio at the Effective Time.

Spin-out Assets Transfer

Pursuant to the Arrangement Agreement, Zafiro transferred the Spin-out Assets to Holdco, and Holdco issued to Zafiro (and subsequently assigned by Zafiro to Latin Metals) a promissory note in the principal amount equal to the fair market value of the Spin-out Assets. Latin Explore will issue an aggregate of 13,680,000 Latin Explore Shares to Latin Metals at a deemed issuance price of $0.05 per Latin Explore Share prior to the Effective Time in full and final settlement of the promissory note, 20% of which (or 2,736,000 Latin Explore Shares) will comprise the Retained Latin Explore Shares. The remaining 10,944,000 Latin Explore Shares held by Latin Metals prior to the Effective Time will be distributed to Latin Metals Shareholders in accordance with the Plan of Arrangement. See "*Effect of the Arrangement*".

The Share Exchange

On November 26, 2025, Latin Explore and Finco executed a non-binding letter of intent outlining the terms and

conditions of the Share Exchange. Prior to the Effective Date of the Arrangement and subject to the completion of the Concurrent Financing by Finco, Latin Explore and Finco will enter into the Share Exchange Agreement. The Arrangement Agreement provides that the Share Exchange will be completed prior to the Effective Date of the Arrangement. Upon closing of the Share Exchange, each common share of Finco will be exchanged for one (1) Latin Explore Share and each Finco common share purchase warrant (and any finder's warrants) will entitle the holder thereof to receive one (1) Latin Explore Share, on the schedule and terms established at the time of the respective issuances of such Finco warrants and finder's warrants.

Concurrent Financing

Prior to Finco entering into the Share Exchange Agreement it will complete a non-brokered private placement of 30,000,000 subscription receipts (each, a "**Subscription Receipt**") for aggregate gross proceeds of $3,000,000 at a price of $0.10 per Subscription Receipt (the "**Concurrent Financing**"). Upon satisfaction of certain conditions (collectively, the "**Escrow Release Conditions**"), each Subscription Receipt will automatically be converted into a unit of Finco (each, a "**Finco Unit**") without further payment or action on the part of the holder. Each Finco Unit will consist of one (1) common share in the capital of Finco (each, a "**Finco Share**") and one-half of one (1/2) common share purchase warrant of Finco (each whole warrant, a "**Finco Warrant**"). Each Finco Warrant will be exercisable into one (1) Finco Share at an exercise price of $0.20 per Finco Share for a period of 24 months from the date of issuance. Finco may pay finder's fees on all or a portion of the Concurrent Financing, consisting of a cash commission equal to up to 7% of the total gross proceeds raised and non-transferable finder's warrants equal to up to 7% of the total number of Subscription Receipts issued. Each finder's warrant will be exercisable into one (1) Finco Share at an exercise price of $0.10 per Finco Share for a period of 12 months from the date of issuance.

The gross proceeds of the Concurrent Financing will be held in escrow and, upon the satisfaction or waiver of the Escrow Release Conditions, the gross proceeds will be released to Finco (less any finder's fees, if applicable). In the event that the Escrow Release Conditions are not satisfied within 180 days following the closing of the Concurrent Financing (the "**Outside Date**"), and subject to Finco extending the Outside Date by an additional thirty-day period, the escrowed proceeds of the Concurrent Financing will be returned to holders of Subscription Receipts on a pro rata basis, with Finco contributing such amounts as necessary to satisfy any shortfall. The net proceeds from the Concurrent Financing are intended to be used primarily by Latin Explore (post-Share Exchange) for its work programs and for general working capital purposes.

Fairness Opinion

Based upon and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, Evans & Evans, Inc. is of the opinion that, as of December 8, 2025, the Arrangement is fair, from a financial point of view, to the Latin Metals Shareholders.

The full text of the Fairness Opinion, setting out the assumptions made, matters considered and limitations and qualifications on the review undertaken in connection with the Fairness Opinion, is attached as Appendix "J" to this Circular. The summary of the Fairness Opinion in this Circular is qualified in its entirety by reference to the full text of the Fairness Opinion.

Steps in the Arrangement

Pursuant to the terms of the Plan of Arrangement, commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality on the part of any person, in each case, and unless stated otherwise, effective as at one-minute intervals starting at the Effective Time (capitalized terms adopt the meanings set out in the Plan of Arrangement):

1. at the Effective Time:

    (a) each Latin Metals Common Share held by a Dissenting Shareholder who is ultimately determined to be entitled to be paid the fair value of the Latin Metals Common Shares in respect of which such Dissenting Shareholder has exercised Dissent Rights shall be, and shall be deemed to be, transferred

by the holder thereof, without any further act or formality on its part, to Latin Metals (free and clear of all Liens) and such Dissenting Shareholder shall cease to be the holder thereof or to have any rights as a holder in respect of such Latin Metals Common Shares other than the right to be paid the fair value of such Latin Metals Common Shares determined and payable in accordance with Article 4 of the Plan of Arrangement; and

(b) the name of each Dissenting Shareholder shall be removed from the securities register of Latin Metals and the Latin Metals Common Shares in respect of which such Dissenting Shareholder has exercised Dissent Rights shall be automatically cancelled as of the Effective Date;

2. after the steps in Section 3.1(a) of the Plan of Arrangement occur:

(a) The authorized share structure of Latin Metals shall be altered by:

(i) renaming and redesignating all of the issued and unissued Latin Metals Common Shares as "Class A common shares without par value" and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, such shares hereinafter referred to as the "**Latin Metals Class A Shares**"; and

(ii) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Latin Metals Common Shares immediately prior to the Effective Time, such shares hereinafter referred to as the "**Latin Metals New Common Shares**";

(b) Latin Metals' notice of articles shall be amended to reflect the alterations in Section 3.1(b)(i) of the Plan of Arrangement;

(c) each of the issued and outstanding Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) outstanding on the Distribution Record Date shall be exchanged for:

(i) one (1) Latin Metals New Common Share; and

(ii) such number of Spinco Shares as is equal to the Exchange Ratio, subject to adjustment in accordance with Section 3.2 of the Plan of Arrangement,

and the registered holders of the Latin Metals Class A Shares shall be removed from the securities register of Latin Metals as the holders of such Latin Metals Class A Shares, and shall be added to the securities register of Latin Metals as the holders of the number of Latin Metals New Common Shares that they have received on the exchange set forth in Section 3.1(b)(iii) of the Plan of Arrangement, and the Spinco Shares transferred to the then holders of the Latin Metals Class A Shares shall be registered in the name of the former holders of the Latin Metals Class A Shares and Latin Metals shall provide Spinco notice to make the appropriate entries in the securities register of Spinco;

(d) all of the issued Latin Metals Class A Shares shall be cancelled with the appropriate entries being made in the securities register of Latin Metals, and the aggregate paid-up capital (as that term is used for purposes of the Income Tax Act) of the Latin Metals New Common Shares shall be equal to that of the Latin Metals Common Shares immediately prior to the Effective Time less the fair market value, immediately before the Effective Time, of the Spinco Shares distributed pursuant to Section 3.1(b)(iii) of the Plan of Arrangement;

(e) the Latin Metals Class A Shares, none of which shall be issued or outstanding once the steps in Sections 3.1(b)(iii) to 3.1(b)(iv) of the Plan of Arrangement are completed, shall be cancelled and the authorized share structure of Latin Metals shall be changed by eliminating the Latin Metals Class

A Shares; and

(f) the notice of articles of Latin Metals shall be amended to reflect the alterations in Section 3.1(b)(v) of the Plan of Arrangement.

See "*Business of the Meeting – Steps in the Arrangement*".

Recommendation of the Board

The Board, having reviewed the Plan of Arrangement and related transactions, including the proposed Share Exchange and considered, among other things, the reasons for the Arrangement, has unanimously determined that the Arrangement is in the best interests of Latin Metals and the Latin Metals Shareholders. The Board recommends that Latin Metals Shareholders vote FOR the Arrangement Resolution, the Latin Explore Share Exchange Resolution and the Latin Explore Incentive Plan Resolution.

See further details under the section entitled "*Business of the Meeting – The Arrangement –Recommendation of the Board*".

Conditions to the Arrangement

Completion of the Arrangement is subject to a number of specified mutual conditions being met as of the Effective Time, including, but not limited to:

1. the Interim Order and the Final Order shall have been obtained from the Court on terms acceptable to each of Latin Metals and Latin Explore and shall not have been set aside or modified in a manner unacceptable to any of the parties, on appeal or otherwise;

2. receipt by Latin Metals and Latin Explore of all required approvals including approval by Latin Metals Shareholders of the Arrangement at the Meeting; approval by the respective boards of directors; approval of the TSXV of the Arrangement, including the listing of the New Latin Metals Shares issuable under the Arrangement in substitution for the Old Latin Metals Shares and the delisting of the Old Latin Metals Shares, subject only to compliance with the usual conditions of that approval; conditional approval of the TSXV of the listing of the Latin Explore Shares, subject only to compliance with the usual conditions of that approval; and approval of the Arrangement by the Court;

3. there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by the Arrangement Agreement or the Plan of Arrangement;

4. none of the consents, orders, regulations or approvals contemplated by the Arrangement Agreement shall contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by any of the parties hereto, acting reasonably;

5. no adverse material change shall have occurred in the business, affairs, financial condition or operations of Latin Metals or Latin Explore which would have a material adverse effect on the business, assets, financial condition or results of operations of Latin Metals or Latin Explore and any subsidiary, taken as a whole;

6. the completion of the Spin-out Assets Transfer;

7. the Share Exchange will have been completed and Latin Metals will have received satisfactory evidence that Finco successfully completed the Concurrent Financing;

8. the Arrangement Agreement shall not have been previously terminated; and

9. the obligation of each party to complete the Arrangement is subject to the further condition that the covenants of the other party shall have been duly performed;

which conditions may be mutually waived by Latin Metals and Latin Explore in whole or in part at any time. See further details under "*Business of the Meeting –The Arrangement Agreement – Conditions to the Arrangement*".

Court Approval

An arrangement under the BCBCA requires approval of the Court. Prior to mailing this Circular, Latin Metals obtained the Interim Order, which provides for the calling and holding of the Meeting, Dissent Rights and certain other procedural matters. A copy of the Interim Order is attached as Appendix "F".

Subject to the approval of the Arrangement Resolution by Latin Metals Shareholders at the Meeting, the hearing for the Final Order is currently scheduled to take place on January 16, 2026 at 9:45 a.m. (Pacific time) or as soon thereafter as counsel may be heard, at the Vancouver Courthouse, 800 Smithe Street, Vancouver, British Columbia, or at any other date and time as the Court may direct. At the hearing, any Security Holder who wishes to participate or be represented or present arguments or evidence may do so by serving a response to petition in compliance with the Interim Order.

See further details under "*Business of the Meeting – Court Approval of the Arrangement*".

Regulatory Approvals

The Latin Metals Shares are listed and posted for trading on the TSXV. **The Arrangement, the Share Exchange and the implementation of the Latin Explore Incentive Plan are subject to the acceptance of the TSXV and Latin Metals will not proceed with the Arrangement, the Share Exchange and the implementation of the Latin Explore Incentive Plan if regulatory acceptance or approval is not obtained.**

Latin Explore intends to apply to the TSXV to have the Latin Explore Shares listed and posted for trading on the TSXV. Listing is subject to the approval of the TSXV. There can be no assurance as to if, or when, the Latin Explore Shares will be listed or traded on the TSXV or any other stock exchange. It is a condition to the completion of the Arrangement that the TSXV shall have conditionally approved the listing of the Latin Explore Shares, however such condition may be mutually waived by Latin Metals and Latin Explore at any time.

Latin Metals following the Arrangement

Following completion of the Arrangement, Latin Metals will continue its current business as a mineral exploration company. The New Latin Metals Shares will continue to trade on the TSXV under the symbol "LMS". Latin Metals expects it will need to obtain a new CUSIP/ISIN number for the New Latin Metals Shares.

Latin Explore following the Arrangement

Following completion of the Arrangement, Latin Explore will be a reporting issuer in British Columbia and Alberta. Latin Explore will own the Spin-out Assets through Holdco.

For a detailed description of Latin Explore following completion of the Arrangement, see Appendix "L" – *Information Concerning Latin Explore*.

Canadian Securities Laws and Resale of Securities

Latin Explore will be a reporting issuer in British Columbia and Alberta on completion of the Arrangement, and Latin Explore intends to apply to the TSXV to have the Latin Explore Shares listed and posted for trading on the TSXV.

The issuance of the Latin Explore Shares to Shareholders pursuant to the Arrangement will constitute a distribution of securities which is exempt from the registration and prospectus requirements of Canadian securities legislation. The Latin Explore Shares received by Shareholders pursuant to the Arrangement may be resold in each of the provinces and territories of Canada provided that (i) the trade is not a "control distribution" as defined in National Instrument 45-102 – *Resale of Securities*; (ii) no unusual effort is made to prepare the market or create a demand for

those securities; (iii) no extraordinary commission or consideration is paid in respect of that sale; and (iv) if the selling securityholder is an insider or officer of Latin Explore, the selling securityholder has no reasonable grounds to believe that Latin Explore is in default of securities legislation.

See further details under "*Business of the Meeting – Canadian Securities Laws and Resale of Securities*".

U.S. Securities Laws and Resale of Securities

The New Latin Metals Shares and Latin Explore Shares to be issued to and exchanged with Shareholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or applicable U.S. state securities laws, and are being issued in reliance on the Section 3(a)(10) Exemption on the basis of the approval of the Court, and similar exemptions provided the applicable securities laws of each state of the United States in which Shareholders reside. Section 3(a)(10) of the U.S. Securities Act exempts from registration a security that is issued in exchange for outstanding securities, claims or property interests from the general requirement of registration under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange to those to whom the securities will be issued, at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered. The Court issued the Interim Order on December 11, 2025 and, subject to the approval of the Arrangement by the Shareholders, a hearing on the Arrangement will be held on January 16, 2026 at 9:45 a.m. All Shareholders are entitled to appear and be heard at this hearing. The Final Order will constitute a basis for the Section 3(a)(10) Exemption and similar exemptions under applicable U.S. state securities laws with respect to the issuance and exchange of the New Latin Metals Shares and Latin Explore Shares in connection with the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order

The New Latin Metals Shares and the Latin Explore Shares will be freely tradable under U.S. federal securities laws, except by persons who are "affiliates" of Latin Metals or Latin Explore, as applicable, within 90 days prior to the Effective Date or "affiliates" of Latin Metals or Latin Explore, as applicable, at the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer.

See further details under "*Business of the Meeting — U.S. Securities Laws and Resale of Securities*".

Significant Positions and Shareholdings

In considering the recommendations of the Board with respect to the Arrangement, Shareholders should be aware that certain members of Latin Metals' senior management and the Board have certain interests in connection with the Arrangement that may present them with actual or potential conflicts of interest in connection with the Arrangement.

See further details under "*Business of the Meeting –Significant Positions and Shareholdings*".

Risk Factors

Shareholders should be aware that there are various known and unknown risk factors in connection with the Arrangement and the ownership of New Latin Metals Shares and Latin Explore Shares following the completion of the Arrangement. Shareholders should carefully consider the risks identified in this Circular under the heading "*Business of the Meeting – Arrangement Risk Factors*" and under Appendix "L"– "*Information Concerning Latin Explore – Risk Factors*" before deciding whether or not to approve the Arrangement Resolution.

Dissent Rights

Registered Latin Metals Shareholders are entitled to exercise Dissent Rights by providing written notice to the

Company no later than 5:00 p.m. (Pacific time) on January 12, 2026, or two Business Days immediately preceding any date to which the Meeting may be postponed or adjourned in the manner described under the heading "*Dissent Rights*". If a Latin Metals Shareholder exercises Dissent Rights in strict compliance with the Dissent Procedures (attached as Appendix "I" hereto) and Interim Order and the Arrangement is completed, such Dissenting Shareholder is entitled to be paid the fair value of the Latin Metals Shares with respect to which the Dissent Rights were exercised, calculated as of the close of business the day before the approval of the Arrangement Resolution. Latin Metals Shareholders should carefully read the section of this Circular entitled "*Dissent Rights*" and consult with their advisors if they wish to exercise Dissent Rights.

Certain Canadian Income Tax Considerations

A summary of certain Canadian federal income tax considerations for Latin Metals Shareholders who participate in the Arrangement is set out under the heading "*Business of the Meeting – Principal Canadian Federal Income Tax Consequences*".

Latin Metals Shareholders should carefully review the tax considerations applicable to them under the Arrangement and are urged to consult their own legal, tax and financial advisors in regard to their particular circumstances.

Financial Statements of Latin Metals, Latin Explore and Finco

The audited financial statements of Latin Explore for the period from incorporation to October 31, 2025, the audited financial statements of Finco for the period from incorporation to October 31, 2025, the audited carve-out financial statements of the Spin-out Assets for the years ended October 31, 2025 and 2024 and the pro-forma consolidated financial statements of Latin Explore as at October 31, 2025, together with the associated MD&A, as applicable, are set forth in Appendices "B", "C", "D" and "E", respectively.

The Latin Explore Incentive Plan

Shareholders will be asked to consider and, if thought advisable, pass, with or without variation, an ordinary resolution approving the implementation of the Latin Explore Incentive Plan, subject to regulatory approval.

The Latin Explore Incentive Plan includes (i) a "rolling" stock option plan component that sets the maximum number of common shares that are issuable pursuant to the exercise of stock options at no greater than 10% of the issued and outstanding Latin Explore Shares as at the date of any stock option grant, and (ii) a "fixed" share unit and deferred share unit component. At the Meeting, Shareholders will also be asked to authorize the board of directors of Latin Explore to set the maximum number of Latin Explore Shares reserved for issuance pursuant to the settlement of share units and deferred share units granted under the Latin Explore Incentive Plan to a fixed amount (subject to adjustments) that is equal to ten percent (10%) of the issued and outstanding Latin Explore Shares following the completion of the Arrangement. A summary of the Latin Explore Incentive Plan is set forth in Appendix "L" under the heading "*Latin Explore Incentive Plan – Summary of the Latin Explore Incentive Plan*". The full text of the Latin Explore Incentive Plan is attached hereto as Appendix "K".

LATIN METALS INC.
320 Granville Street, Suite 870
Vancouver, British Columbia, V6C 1S9

INFORMATION CIRCULAR

GENERAL PROXY INFORMATION

Latin Metals Inc. (the "**Company**" or "**Latin Metals**") is providing this Information Circular (the "**Circular**") and a form of proxy in connection with management's solicitation of proxies for use at the Special Meeting (the "**Meeting**") of shareholders of the Company (the "**Shareholders**") to be held at 320 Granville Street, Suite 880, Vancouver, British Columbia, at 9:30 a.m. (Pacific time) on January 14, 2026 and at any adjournment(s) or postponement(s) thereof. The Company will conduct its solicitation by mail and officers and employees of the Company may, without receiving special compensation, also telephone or make other personal contact. The Company will pay the cost of solicitation.

All dollar amounts referenced herein are expressed in Canadian Dollars unless otherwise stated.

APPOINTMENT OF PROXYHOLDER

The purpose of a proxy is to designate persons who will vote the proxy on a Shareholder's behalf in accordance with the instructions given by the Shareholder in the proxy. The persons whose names are printed in the enclosed form of proxy are officers or directors of the Company (the "**Management Proxyholders**").

A Shareholder has the right to appoint a person other than a Management Proxyholder to represent the Shareholder at the Meeting by striking out the names of the Management Proxyholders and by inserting the desired person's name in the blank space provided or by executing a proxy in a form similar to the enclosed form. A proxyholder need not be a Shareholder.

VOTING BY PROXY

Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Common shares of the Company ("**Shares**") represented by a properly executed proxy will be voted for or against or withheld from voting on each matter referred to in the Notice of Meeting in accordance with the instructions of the Shareholder on any ballot that may be called for and if the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.

If a Shareholder does not specify a choice and the Shareholder has appointed one of the Management Proxyholders as proxyholder, the Management Proxyholder will vote in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.

The enclosed form of proxy also gives discretionary authority to the person named therein as proxyholder with respect to amendments or variations to matters identified in the Notice of the Meeting and with respect to other matters which may properly come before the Meeting. As at the date of this Circular, management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

COMPLETION AND RETURN OF PROXY

A proxy will not be valid unless the completed, dated and signed proxy is received by Computershare Trust Company of Canada, Proxy Department, at 320 Bay Street, 14th Floor, Toronto, Ontario, Canada, M5H 4A6 by 9:30 a.m. (Pacific time) on January 12, 2026 or if the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the date to which the Meeting is adjourned or postponed. Telephone voting

can be completed at 1-866-732-8683, voting by fax can be sent to 1-866-249-7775 or 416-263-9524 and Internet voting can be completed at www.investorvote.com. Late proxies may be accepted or rejected by the Chairman of the Meeting at their discretion and the Chairman of the Meeting is under no obligation to accept or reject any particular late proxy. The Chairman of the Meeting may waive or extend the proxy cut-off without notice.

REVOCABILITY OF PROXY

A Shareholder who has given a proxy may revoke it by an instrument in writing executed by the Shareholder or by the Shareholder's attorney authorized in writing or, if the Shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered either to the Company, at 320 Granville Street, Suite 880, Vancouver, British Columbia, V6C 1S9, Canada at any time up to and including the last business day preceding the day of the Meeting or any adjournment of it or to the Chairman of the Meeting on the day of the Meeting or any adjournment of it. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

If you are a Non-Registered Shareholder (as defined below), please follow the instructions from your bank, broker or other financial intermediary for instructions on how to revoke your voting instructions.

NON-REGISTERED HOLDERS

Only registered Shareholders of the Company or the persons they appoint as their proxies are permitted to vote at the Meeting. Registered shareholders are holders of Shares whose names appear on the share register of the Company and are not held in the name of a brokerage firm, bank or trust company through which they purchased Shares. Whether or not you are able to attend the Meeting, Shareholders are requested to vote their proxy in accordance with the instructions on the proxy. Most Shareholders are "non-registered" Shareholders ("**Non-Registered Shareholders**") because the Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Shares. The Company's Shares beneficially owned by a Non-Registered Shareholder are registered either: (i) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Shareholder deals with in respect of their Shares of the Company (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans), or (ii) in the name of a clearing agency (such as The Canadian Depository for Securities Limited or The Depository Trust & Clearing Corporation) of which the Intermediary is a participant.

There are two kinds of beneficial owners: those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for Objecting Beneficial Owners) and those who do not object (called "**NOBOs**" for Non-Objecting Beneficial Owners).

Intermediaries are required to forward the Meeting materials to Non-Registered Shareholders unless a Non-Registered Shareholder has waived the right to receive them. Intermediaries often use service companies to forward the Meeting materials to Non-Registered Shareholders. Generally, Non-Registered Shareholders who have not waived the right to receive Meeting materials will either:

1. be given a voting instruction form **which is not signed by the Intermediary** and which, when properly completed and signed by the Non-Registered Shareholder and **returned to the Intermediary or its service company**, will constitute voting instructions (often called a "**voting instruction form**") which the Intermediary must follow; or

2. be given a form of proxy **which has already been signed by the Intermediary** (typically by a facsimile, stamped signature), which is restricted as to the number of Shares beneficially owned by the Non-Registered Shareholder but which is otherwise not completed by the Intermediary. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Shareholder when submitting the proxy. In this case, the Non-Registered Shareholder who wishes to submit a proxy should properly complete the form of proxy and **deposit it in accordance with the instructions under "Completion and Return of Proxy" above.**

In either case, the purpose of these procedures is to permit Non-Registered Shareholders to direct the voting of their Shares which they beneficially own. Should a Non-Registered Shareholder who receives one of the above forms wish to vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Shareholder), the Non-Registered Shareholder should strike out the persons named in the form of proxy and insert their own name or such other person's name in the blank space provided. **Non-Registered Shareholders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or voting instruction form is to be delivered.**

A Non-Registered Shareholder may revoke a voting instruction form or a waiver of the right to receive Meeting materials and to vote which has been given to an Intermediary at any time by written notice to the Intermediary provided that an Intermediary is not required to act on a revocation of a voting instruction form or of a waiver of the right to receive Meeting materials and to vote which is not received by the Intermediary at least seven days prior to the Meeting.

The Company does not intend to pay for Intermediaries to forward the Meeting materials, including proxies or voting instruction forms, to OBOs and therefore an OBO will not receive the materials with respect to the Meeting unless that OBO's Intermediary assumes the cost of delivery.

The Company is not sending the Meeting materials to Shareholders using "notice-and-access" as defined under NI 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*.

LETTER OF TRANSMITTAL

If you are a registered Shareholder, you are encouraged to complete and return the enclosed Letter of Transmittal together with the certificate(s) representing your common shares and any other required documents and instruments, to the Depositary, Computershare Investor Services Inc. (at its principal offices in Toronto), in accordance with the instructions set out in the Letter of Transmittal so that if the Arrangement is approved, the consideration for your common shares can be sent to you as soon as possible following the Arrangement becoming effective. The Letter of Transmittal contains other procedural information related to the Arrangement and should be reviewed carefully.

If you hold your common shares through a broker or other person, please contact that broker or other person for instructions and assistance in receiving the New Latin Metals Shares and Latin Explore Shares in exchange for your common shares upon completion of the Arrangement.

This Circular contains a detailed description of the Arrangement and includes certain other information to assist you in considering the matters to be voted upon. You are urged to carefully consider all of the information in the accompanying Circular including the documents incorporated by reference therein. If you require assistance, you should consult your financial, legal, or other professional advisors.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized capital of the Company consists of an unlimited number of common shares, each share carrying the right to one vote. As of December 8, 2025 (the "**Record Date**"), 133,007,651 common shares were issued and outstanding. Under the Company's articles, the quorum for the transaction of business at the Meeting is one person present in person or by proxy.

Only holders of common shares of record at the close of business on the Record Date, who either personally attend the Meeting or who have completed and delivered a form of proxy in the manner and subject to the provisions described above shall be entitled to vote or to have their common shares voted at the Meeting.

On a show of hands, every individual who is present as a registered Shareholder or as a duly appointed representative of one or more registered corporate Shareholders will have one vote, and on a poll every registered Shareholder present in person or represented by a validly appointed proxyholder, and every person who is a duly appointed representative of one or more corporate registered Shareholders, will have one vote for each common share registered in the name of the Shareholder on the list of Shareholders, which is available for inspection during normal business hours at

Computershare Trust Company of Canada and will be available at the Meeting. Shareholders represented by proxyholders are not entitled to vote on a show of hands.

The following table sets out, to the knowledge of the directors and executive officers of the Company, based on public information, those persons or companies who beneficially own, directly or indirectly, or exercise control or direction over, common shares carrying 10% or more of the voting rights attached to all of the issued and outstanding common shares as at the Record Date:

Name	Number of Common Shares Held	Percentage of Issued and Outstanding Common Shares[(1)]
Robert Kopple	49,609,178[(2)]	37.3%

Notes:
(1) Assumes 133,007,651 Latin Metals Shares issued and outstanding.
(2) Of the 49,609,178 common shares beneficially owned and controlled by Robert Kopple, 32,612,928 common shares are registered in the name of KF Business Ventures, LP, a partnership controlled by Robert Kopple, 13,071,250 common shares are registered in the name of E.L. II Properties Trust, and 3,925,000 common shares are registered in the name of Robert Kopple.

BUSINESS OF THE MEETING

THE TRANSACTION

Latin Metals and Latin Explore have entered into a definitive Arrangement Agreement pursuant to which they propose to carry out a series of transactions resulting in, among other things, the distribution of Latin Explore Shares to Shareholders. This series of transactions consists of the Arrangement, the Spin-out Assets Transfer, the Concurrent Financing and the Share Exchange, each of which is described below and which are collectively referred to in this Circular as the "**Transaction**".

The Arrangement

At the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass, the Arrangement Resolution to approve the Arrangement under the BCBCA. The Arrangement, the Plan of Arrangement and the terms of the Arrangement Agreement are summarized below. This summary does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement and the Plan of Arrangement. The Plan of Arrangement is attached to this Circular as Appendix "H".

In order to become effective, the Arrangement Resolution will require the approval of at least: (i) two-thirds of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting; and (ii) a simple majority of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by MI 61-101. A copy of the Arrangement Resolution is set out in Appendix "A" of this Circular.

Unless otherwise directed, it is management's intention to vote FOR the Arrangement Resolution. If you do not specify how you want your Latin Metals Shares voted, the persons named as proxyholders will cast the votes represented by your proxy at the Meeting FOR the Arrangement Resolution.

If the Arrangement is approved at the Meeting, the Final Order approving the Arrangement is issued by the Court and the applicable conditions to the completion of the Arrangement are satisfied or waived, the Arrangement will take effect at the Effective Time on the Effective Date.

Background to the Arrangement

Management of Latin Metals believes that there is potentially greater value that could be recognized in the Spin-out Assets if those interests were held and operated separately, rather than continuing to be held solely by Latin Metals. After careful consideration including a thorough review of the terms of the Arrangement Agreement, and taking into

account the best interests of Latin Metals and the impact on the Latin Metals Shareholders and in consultation with its legal and financial advisors, as announced by news releases dated October 24, 2025 and December 9, 2025, the Board has decided to proceed with the Arrangement in order to meet the objectives set out under the heading "*Recommendation of the Board*" below.

During the third calendar quarter of 2025, management of Latin Metals discussed different financing opportunities to realize the value in the Spin-out Assets, resulting in the creation of Latin Explore and the decision to seek its listing on a recognized Canadian stock exchange. Management and the Board decided that a private placement financing by a separate entity, Finco, could be completed on a subscription receipt basis and, following a business combination between Finco and Latin Explore, a public listing of Latin Explore could be completed.

Latin Metals, following the Arrangement, will continue to operate with its proven prospect generator model, advancing early-stage assets through to partner-funded exploration, minimizing or ultimately eliminating shareholder dilution in favour of asset-level dilution and industry-leading exploration partnerships.

Under the Arrangement, Latin Metals Shareholders (other than Dissenting Shareholders) will receive, in exchange for each Latin Metals Share, one New Latin Metals Share and such number of Latin Explore Shares as is equal to the Exchange Ratio. As a result of the Arrangement, Latin Metals Shareholders will retain their respective percentage interests in Latin Metals in the form of New Latin Metals Shares and will receive an interest in Latin Explore based on the Exchange Ratio in the form of Latin Explore Shares. See below under the heading "*Business of the Meeting – Effect of the Arrangement*".

In connection with the Arrangement, Latin Explore will acquire Latin Metals' interests in the Para Project and the Auquis Project, and will operate as a self-funded, discovery-driven exploration company, executing on drill-ready projects that can deliver potential near-term discovery. Latin Explore will initially focus on drill testing of the Para Copper Project, but will seek to acquire additional high-potential, advanced, drill-ready and permitted projects in Peru and elsewhere in South America.

On December 8, 2025, Latin Metals and Latin Explore entered into the Arrangement Agreement. See below under the heading "*Business of the Meeting – The Arrangement Agreement*".

Arrangement Resolution

At the Meeting, Latin Metals Shareholders will be asked to consider and, if thought advisable, to pass, the Arrangement Resolution to approve the Arrangement under the BCBCA pursuant to the terms of the Arrangement Agreement and the Plan of Arrangement. The Arrangement, the Plan of Arrangement and the terms of the Arrangement Agreement are summarized below. This summary does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement and the Plan of Arrangement, which have been filed by Latin Metals under its profile on SEDAR+ at www.sedarplus.com. The Plan of Arrangement is attached to this Circular as Appendix "H".

In order to become effective, the Arrangement Resolution will require the approval of at least: (i) two-thirds of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting; and (ii) a simple majority of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by MI 61-101. A copy of the Arrangement Resolution is set out in Appendix "A" of this Circular.

The completion of the Arrangement requires the approval of both the Arrangement Resolution and the Latin Explore Share Exchange Resolution. **If Latin Metals Shareholders fail to approve either the Latin Explore Share Exchange Resolution or the Arrangement Resolution by the requisite majority, the Arrangement will not be able to be completed in accordance with its terms.**

If the Arrangement is approved at the Meeting and the Final Order approving the Arrangement is issued by the Court and the applicable conditions to the completion of the Arrangement are satisfied or waived, the Arrangement will take effect commencing at the Effective Time (which will be at 12:01 a.m. (Pacific time) on the Effective Date) or such

other time as Latin Metals and Latin Explore agree to in writing before the Effective Date.

Spin-out Assets Transfer

Pursuant to the Arrangement Agreement, Zafiro transferred the Spin-out Assets to Holdco (the "**Spin-out Assets Transfer**"), and Holdco issued to Zafiro (and subsequently assigned by Zafiro to Latin Metals) a promissory note in the principal amount equal to the fair market value of the Spin-out Assets. Latin Explore will issue an aggregate of 13,680,000 Latin Explore Shares to Latin Metals at a deemed issuance price of $0.05 per Latin Explore Share prior to the Effective Time in full and final settlement of the promissory note, 20% of which (or 2,736,000 Latin Explore Shares) will comprise the Retained Latin Explore Shares. The remaining 10,944,000 Latin Explore Shares held by Latin Metals prior to the Effective Time will be distributed to Latin Metals Shareholders in accordance with the Plan of Arrangement. See "*Effect of the Arrangement*".

The Share Exchange

On November 26, 2025, Latin Explore and Finco executed a non-binding letter of intent outlining the terms and conditions of a business combination whereby Latin Explore and Finco would combine their respective businesses by way of a share exchange transaction (the "**Share Exchange**"). Prior to the Effective Date, Latin Explore and Finco will enter into a definitive share exchange agreement (the "**Share Exchange Agreement**") whereby Latin Explore will acquire all of the issued and outstanding Finco Shares in consideration for Latin Explore Shares. In consideration for the Finco Shares, Latin Explore will issue to the holders of Finco Shares, for each Finco Share held, one (1) Latin Explore Share (the "**Finco Exchange Ratio**"). Each outstanding Finco Share purchase warrant not exercised by the holder thereof prior to the closing of the Share Exchange will be exchanged for such number of warrants to purchase Latin Explore Shares as is equal to the Finco Exchange Ratio and will continue to be convertible on the schedule and terms established at the time of the respective issuances.

The Share Exchange is considered to be a "Reviewable Disposition" under applicable TSXV policies, as Ms. Dani Palahanova, Chief Financial Officer of Latin Metals, is the President of Finco and as a result Finco is considered a "Non-Arm's Length Party" in relation to Latin Metals under applicable TSXV policies. The TSXV generally requires shareholder approval for any Reviewable Disposition where the number of securities issued or issuable to Non-Arm's Length Parties as a group as payment of the purchase price for an acquisition, exceeds 10% of the number of outstanding securities of the Issuer (which includes its subsidiaries) on a non-diluted basis, prior to the closing date of the transaction. While Latin Metals does not yet have confirmation of final numbers for the Concurrent Financing, Latin Metals expects that Non-Arm's Length Parties as a group will exceed 10% of the number of securities issued by Latin Explore pursuant to the Share Exchange Agreement.

Share Exchange Resolution

At the Meeting, Latin Metals Shareholders will be asked to consider and, if thought advisable, to pass, the Latin Explore Share Exchange Resolution to approve the Share Exchange. In order to become effective, the Latin Explore Share Exchange Resolution will require the approval of at least a simple majority of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by Non-Arm's Length Parties under applicable TSXV policies. A copy of the Latin Explore Share Exchange Resolution is set out in Appendix "A" of this Circular.

The completion of the Arrangement requires the approval of both the Latin Explore Share Exchange Resolution and the Arrangement Resolution. **If Latin Metals Shareholders fail to approve either the Latin Explore Share Exchange Resolution or the Arrangement Resolution by the requisite majority, the Arrangement will not be able to be completed in accordance with its terms.**

Unless otherwise directed, it is management's intention to vote <u>FOR</u> the Latin Explore Share Exchange Resolution. If you do not specify how you want your Latin Metals Shares voted, the persons named as proxyholders will cast the votes represented by your proxy at the Meeting <u>FOR</u> the Latin Explore Share Exchange Resolution.

The Concurrent Financing

Prior to Finco entering into the Share Exchange Agreement it will complete a non-brokered private placement of 30,000,000 subscription receipts (each, a "**Subscription Receipt**") for aggregate gross proceeds of $3,000,000 at a price of $0.10 per Subscription Receipt (the "**Concurrent Financing**"). Upon satisfaction of certain conditions (collectively, the "**Escrow Release Conditions**"), each Subscription Receipt will automatically be converted into a unit of Finco (each, a "**Finco Unit**") without further payment or action on the part of the holder. Each Finco Unit will consist of one (1) common share in the capital of Finco (each, a "**Finco Share**") and one-half of one (1/2) common share purchase warrant of Finco (each whole warrant, a "**Finco Warrant**"). Each Finco Warrant will be exercisable into one (1) Finco Share at an exercise price of $0.20 per Finco Share for a period of 24 months from the date of issuance. Finco may pay finder's fees on all or a portion of the Concurrent Financing, consisting of a cash commission equal to up to 7% of the total gross proceeds raised and non-transferable finder's warrants equal to up to 7% of the total number of Subscription Receipts issued. Each finder's warrant will be exercisable into one (1) Finco Share at an exercise price of $0.10 per Finco Share for a period of 12 months from the date of issuance.

The gross proceeds of the Concurrent Financing will be held in escrow and, upon the satisfaction or waiver of the Escrow Release Conditions, the gross proceeds will be released to Finco (less any finder's fees, if applicable). In the event that the Escrow Release Conditions are not satisfied within 180 days following the closing of the Concurrent Financing (the "**Outside Date**"), and subject to Finco extending the Outside Date by an additional thirty-day period, the escrowed proceeds of the Concurrent Financing will be returned to holders of Subscription Receipts on a pro rata basis, with Finco contributing such amounts as necessary to satisfy any shortfall. The net proceeds from the Concurrent Financing are intended to be used primarily by Latin Explore (post-Share Exchange) for its work programs and for general working capital purposes.

Fairness Opinion

Conclusions

The Special Committee retained Evans & Evans, which has provided advice and an opinion to the Special Committee in respect of the fairness of the terms of the Arrangement, from a financial point of view, to Latin Metals Shareholders. Evans & Evans delivered the Fairness Opinion, which concludes that, as of December 8, 2025, based upon and subject to the assumptions, limitations and qualifications set out therein, the Arrangement is fair, from a financial point of view, to the Latin Metals Shareholders.

The following summary of the Fairness Opinion is qualified in its entirety by reference to the full text of the Fairness Opinion, which is attached to this Circular as Appendix "J". The full text of the Fairness Opinion describes, among other things, the assumptions made, matters considered and limitations on the review undertaken in connection with the opinion. Latin Metals Shareholders are urged to read the Fairness Opinion carefully in its entirety.

Evans & Evans has consented to the inclusion in this Circular of the Fairness Opinion, together with the summary thereof herein, and other information relating to the Fairness Opinion. The Fairness Opinion was provided to the Special Committee for their exclusive use only in considering the Arrangement and may not be relied upon by any other person or for any other purpose or published or disclosed to any other person, relied upon by any other person or used for any other purpose without Evans & Evans' written consent.

Neither Evans & Evans nor any of its affiliates is an insider, associate or affiliate (as such terms are defined in the *Securities Act* (British Columbia)) of Latin Metals, Latin Explore, Finco or any of their respective associates or affiliates. Evans & Evans was paid a fixed fee upon delivery of the Fairness Opinion to the Board, which was not contingent upon completion of the Arrangement.

Qualifications regarding the Fairness Opinion

The Fairness Opinion addresses only the fairness of the Arrangement from a financial point of view and is not and should not be construed as a valuation of Latin Metals, Latin Explore, Finco or any of their respective assets or

securities or a recommendation to any Latin Metals Shareholder as to how to vote on the Arrangement Resolution. The Fairness Opinion only speaks to the fairness of the Arrangement, from a financial point of view, to Latin Metals Shareholders and does not address any other aspect of the Arrangement or any related transaction, including any tax consequences of the Arrangement to Latin Metals or the Latin Metals Shareholders. The Fairness Opinion does not address the relative merits of the Arrangement as compared to other business strategies or transactions that might be available to Latin Metals or the underlying business decision of Latin Metals to effect the Arrangement. The Fairness Opinion was one of a number of factors taken into consideration by the Board in making their determination to recommend that Latin Metals Shareholders vote in favour of the Arrangement Resolution. See below under the heading "*Business of the Meeting – Recommendation of the Board*".

Consideration of Evans & Evans

In connection with rendering the Fairness Opinion, Evans & Evans, among other things, (i) reviewed and analyzed the Arrangement Agreement, the terms of the Arrangement and related publicly available documents; (ii) reviewed and analyzed certain publicly available financial statements and other information of Latin Metals; (iii) reviewed and analyzed the Share Exchange Agreement to be entered into between Latin Explore, Finco and Finco Shareholders; (iv) reviewed information on companies that operate in similar jurisdictions and in similar industries as Latin Metals; and (v) reviewed presentations and other materials relevant to Latin Metals provided by the management of Latin Metals.

Evans & Evans has assumed and relied upon, without independent verification, the completeness, accuracy and fair presentation of all of the information (financial or otherwise) data, documents, opinions, or other information and materials of whatsoever nature or kind reviewed by Evans & Evans and all information respecting the Arrangement, Latin Metals and its subsidiaries, and Finco obtained from public sources and from senior management of Latin Metals.

Credentials of Evans & Evans

Evans & Evans is a boutique investment banking firm offering a range of services including valuations of public and private companies, fairness opinions, due diligence, capital formation assistance and mergers and acquisition advice. The Fairness Opinion preparation was carried out by Jennifer Lucas, managing partner of Evans & Evans and reviewed by Michael Evans, the principal.

Ms. Jennifer Lucas, MBA, CBV, ASA, joined Evans & Evans in 1997. Ms. Lucas possesses several years of relevant experience as an analyst in the public and private sector in British Columbia and Saskatchewan. Her background includes working for the Office of the Superintendent of Financial Institutions of British Columbia as a Financial Analyst. Ms. Lucas has also gained experience in the Personal Security and Telecommunications industries. Since joining Evans & Evans Ms. Lucas has been involved in writing and reviewing over 2,500 valuation and due diligence reports for public and private transactions. Ms. Lucas holds: a Bachelor of Commerce degree from the University of Saskatchewan (1993), and a Master's in Business Administration degree from the University of British Columbia (1995). Ms. Lucas holds the professional designations of Chartered Business Valuator and Accredited Senior Appraiser. She is a member of the CICBV and the ASA.

Mr. Michael A. Evans, MBA, CFA, CBV, ASA, Principal, founded Evans & Evans Inc. in 1988. For the past 37 years, he has been extensively involved in the financial services and managements consulting fields in Vancouver, where he was Vice-President of two firms, The Genesis Group (1986-1989) and Western Venture Development Corporation (1989-1990). Over this period, he has been involved in the preparation of over 3,000 technical and assessment reports, business plans, business valuations, and feasibility studies for submission to various Canadian stock exchanges and securities commissions as well as for private purposes. Mr. Evans holds: a Bachelor of Business Administration degree from Simon Fraser University, British Columbia (1981); and a Master's degree in Business Administration from the University of Portland, Oregon (1983) where he graduated with honors; and the professional designations of Chartered Financial Analyst (CFA), Chartered Business Valuator (CBV) and Accredited Senior Appraiser. Mr. Evans is a member of the CFA Institute, the Canadian Institute of Chartered Business Valuators ("CICBV") and the American Society of Appraisers ("ASA").

Steps in the Arrangement

Pursuant to the terms of the Plan of Arrangement, commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality on the part of any person, in each case, and unless stated otherwise, effective as at one-minute intervals starting at the Effective Time (capitalized terms adopt the meanings set out in the Plan of Arrangement):

1. at the Effective Time:

   (a) each Latin Metals Common Share held by a Dissenting Shareholder who is ultimately determined to be entitled to be paid the fair value of the Latin Metals Common Shares in respect of which such Dissenting Shareholder has exercised Dissent Rights shall be, and shall be deemed to be, transferred by the holder thereof, without any further act or formality on its part, to Latin Metals (free and clear of all Liens) and such Dissenting Shareholder shall cease to be the holder thereof or to have any rights as a holder in respect of such Latin Metals Common Shares other than the right to be paid the fair value of such Latin Metals Common Shares determined and payable in accordance with Article 4 of the Plan of Arrangement; and

   (b) the name of each Dissenting Shareholder shall be removed from the securities register of Latin Metals and the Latin Metals Common Shares in respect of which such Dissenting Shareholder has exercised Dissent Rights shall be automatically cancelled as of the Effective Date;

2. after the steps in Section 3.1(a) of the Plan of Arrangement occur:

   (a) The authorized share structure of Latin Metals shall be altered by:

      (i) renaming and redesignating all of the issued and unissued Latin Metals Common Shares as "Class A common shares without par value" and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, such shares hereinafter referred to as the "**Latin Metals Class A Shares**"; and

      (ii) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Latin Metals Common Shares immediately prior to the Effective Time, such shares hereinafter referred to as the "**Latin Metals New Common Shares**";

   (b) Latin Metals' notice of articles shall be amended to reflect the alterations in Section 3.1(b)(i) of the Plan of Arrangement;

   (c) each of the issued and outstanding Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) outstanding on the Distribution Record Date shall be exchanged for:

      (i) one (1) Latin Metals New Common Share; and

      (ii) such number of Spinco Shares as is equal to the Exchange Ratio, subject to adjustment in accordance with Section 3.2 of the Plan of Arrangement,

   and the registered holders of the Latin Metals Class A Shares shall be removed from the securities register of Latin Metals as the holders of such Latin Metals Class A Shares, and shall be added to the securities register of Latin Metals as the holders of the number of Latin Metals New Common Shares that they have received on the exchange set forth in Section 3.1(b)(iii) of the Plan of Arrangement, and the Spinco Shares transferred to the then holders of the Latin Metals Class A Shares shall be registered in the name of the former holders of the Latin Metals Class A Shares and

Latin Metals shall provide Spinco notice to make the appropriate entries in the securities register of Spinco;

(d) all of the issued Latin Metals Class A Shares shall be cancelled with the appropriate entries being made in the securities register of Latin Metals, and the aggregate paid-up capital (as that term is used for purposes of the Income Tax Act) of the Latin Metals New Common Shares shall be equal to that of the Latin Metals Common Shares immediately prior to the Effective Time less the fair market value, immediately before the Effective Time, of the Spinco Shares distributed pursuant to Section 3.1(b)(iii) of the Plan of Arrangement;

(e) the Latin Metals Class A Shares, none of which shall be issued or outstanding once the steps in Sections 3.1(b)(iii) to 3.1(b)(iv) of the Plan of Arrangement are completed, shall be cancelled and the authorized share structure of Latin Metals shall be changed by eliminating the Latin Metals Class A Shares; and

(f) the notice of articles of Latin Metals shall be amended to reflect the alterations in Section 3.1(b)(v) of the Plan of Arrangement.

Recommendation of the Board

Latin Metals has reviewed the terms and conditions of the proposed Arrangement and has concluded that the Arrangement is fair and reasonable to its securityholders and in the best interests of Latin Metals.

In arriving at this conclusion, the Board considered, among other matters:

1. *Separation of Assets*. It is expected the separation of the Spin-out Assets from Latin Metals' assets will provide a separate valuation of both the businesses of Latin Metals and Latin Explore and will permit management to advance both the businesses of Latin Metals and Latin Explore in a more focused and efficient manner, particularly as the Spin-out Assets are partner ready. Shares of early-stage copper and gold companies listed on the TSXV and Canadian Securities Exchange trade at multiples which are a premium to the Concurrent Financing valuation for Latin Explore and Finco.

2. *Fairness Opinion*. The Fairness Opinion to the effect that, as of December 8, 2025, subject to the assumptions, limitations and qualifications contained therein, the Arrangement is fair, from a financial point of view to the Latin Metals Shareholders.

3. *Continued Participation in the Spin-out Assets Through Latin Explore.* Latin Metals Shareholders, through their ownership of Latin Explore Shares, will also participate in the Spin-out Assets. The Latin Metals Shareholders and Latin Metals will hold a substantial portion of the issued Latin Explore Shares upon completion of the Arrangement, and in the case of Latin Metals, the Retained Latin Explore Shares represent a potential non-dilutive source of funding.

4. *Continued Participation by Latin Metals Shareholders in the Latin Metals Business.* Latin Metals Shareholders, through their ownership of all the issued and outstanding Latin Metals Shares, will continue to participate in the value associated with the development, operation, and growth of the Latin Metals business.

5. *Continuity of Management*. The board of directors and officers of Latin Explore after the Arrangement will initially include certain officers that currently manage Latin Metals, preserving the management know-how and direction of Latin Metals.

6. *Investment Diversification and Investor Base*. The creation of two separate companies dedicated to the pursuit of their respective businesses will provide Latin Metals Shareholders with diversification and increased liquidity for their investment portfolios, as they will hold a direct interest in two companies, each of which is focused and valued on different objectives. In the case of Latin Explore, it will have the

opportunity to seek out investors focused on early stage copper and gold projects in Peru, and the Spin-out Assets can be advanced without dilution of Latin Metals following the Arrangement.

7. *Dissent Rights.* Registered Latin Metals Shareholders who oppose the Arrangement may, on strict compliance with the Dissent Procedures, exercise their Dissent Rights and receive the fair value of their Latin Metals Shares.

8. *Approval of Latin Metals Shareholders and the Court are Required.* The following required approvals protect the rights of Latin Metals Shareholders: (i) in order to become effective, the Arrangement Resolution will require the approval of at least: (A) two-thirds of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting; and (B) a simple majority of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by MI 61-101; and (ii) the Arrangement must also be sanctioned by the Court, which will consider the fairness of the Arrangement to Latin Metals Shareholders.

The Board also identified disadvantages associated with the Arrangement including the fact that there will be some unshared costs that each of Latin Metals and Latin Explore will incur as a result of the separation of businesses, that Latin Metals and Latin Explore will incur significant expenses in connection with the Arrangement, the uncertainty surrounding the funding of Latin Explore and the listing of the Latin Explore Shares on the TSXV or other designated stock exchange, and that there is no assurance that the proposed Arrangement will result in positive benefits to Shareholders.

The foregoing summary of the information, factors and risk factors considered by the Board are not intended to be exhaustive. In view of the variety of factors, the amount of information and the appropriate risk factors considered in connection with its evaluation of the Arrangement, the Board did not find it practical to, and did not, quantify or otherwise attempt to assign any relative weight to each specific factor or risk factor considered in reaching its conclusion and recommendation. The Board's recommendation was made after considering all of the above-noted factors as well as the information and risk factors referred to elsewhere herein and in light of the Board's knowledge of the business, financial condition and prospects of the Company. In addition, individual members of the Board may have assigned different weights to different factors.

Based on its review of these and other factors, the Board considers the Arrangement to be in the best interests of Latin Metals and fair and reasonable to the Shareholders and recommends that the Shareholders vote in favour of the Arrangement Resolution.

Unless such authority is withheld, the persons named in the enclosed proxy intend to vote for the approval of the Arrangement Resolution.

The board of directors of Latin Metals recommends that the Shareholders vote <u>FOR</u> the Arrangement Resolution. Each director of Latin Metals who owns Latin Metals Shares has indicated their intention to vote their Latin Metals Shares, if any, in favour of the Arrangement Resolution.

Approval of the Arrangement Resolution

At the Meeting, Latin Metals Shareholders will be asked to approve the Arrangement Resolution, the full text of which is set out in Appendix "A" to this Circular. In order to become effective, the Arrangement Resolution will require the approval of at least: (i) two-thirds of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting; and (ii) a simple majority of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by MI 61-101. Should Latin Metals Shareholders fail to approve the Arrangement Resolution by the requisite majority, the Arrangement will not be completed.

Approval of the Latin Explore Share Exchange Resolution

At the Meeting, Latin Metals Shareholders will be asked to approve the Latin Explore Share Exchange Resolution, the full text of which is set out in Appendix "A" to this Circular. In order to become effective, the Latin Explore Share Exchange Resolution will require the approval of at least a simple majority of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by Non-Arm's Length Parties. Refer to the heading "*Business of the Meeting – The Transaction – The Share Exchange*" for a summary of the current shareholdings of the Non-Arm's Length Parties expected to participate in the Concurrent Financing and accordingly, expected to receive securities of Latin Explore pursuant to the Share Exchange. Should Latin Metals Shareholders fail to approve the Latin Explore Share Exchange Resolution by the requisite majority, the Arrangement will not be able to be completed in accordance with the terms.

Unless such authority is withheld, the persons named in the enclosed proxy intend to vote for the approval of the Latin Explore Share Exchange Resolution.

The board of directors of Latin Metals recommends that the Shareholders vote <u>FOR</u> the Latin Explore Share Exchange Resolution. Each director of Latin Metals who owns Latin Metals Shares has indicated their intention to vote their Latin Metals Shares, if any, in favour of the Latin Explore Share Exchange Resolution.

The Arrangement Agreement

The description of the Arrangement Agreement, both below and elsewhere in this Circular, is a summary only, is not exhaustive and is qualified in its entirety by reference to the terms of the Arrangement Agreement.

Effective Date and Conditions of the Arrangement

If the Arrangement Resolution is passed, the Final Order approving the Arrangement is obtained, the requirements of the BCBCA relating to the Arrangement have been complied with and all other conditions disclosed below under the heading "*Business of the Meeting – The Arrangement Agreement – Conditions to the Arrangement*" are met or waived, the Arrangement will become effective at 12:01 a.m. on the Effective Date, or such other time as Latin Metals and Latin Explore agree to in writing before the Effective Date.

Representations and Warranties

Given the close relationship between Latin Metals and Latin Explore, the Arrangement Agreement contains limited, reciprocal representations and warranties made by each of Latin Metals and Latin Explore to one another. Those representations and warranties were made solely for purposes of the Arrangement Agreement. No representations or warranties are provided with respect to the business or operations of either entity.

The representations and warranties of each of Latin Metals and Latin Explore in favour of the other relate to, among other things: (i) the due incorporation, existence and capacity of each entity; (ii) the due execution and delivery of the Arrangement Agreement by each entity; and (iii) neither the execution and delivery of the Arrangement Agreement nor the performance of any of Latin Metals' or Latin Explore's covenants and obligations thereunder will constitute a material default under, or be in any material contravention or breach of any provision of Latin Metals' or Latin Explore's constating documents, any judgment, decree, order, law, statute, rule or regulation applicable to Latin Metals or Latin Explore, or any agreement or instrument to which Latin Metals or Latin Explore is a party or by which it is bound.

Conditions to the Arrangement

Completion of the Arrangement is subject to a number of specified mutual conditions being met as of the Effective Time, including, but not limited to:

1. the Interim Order and Final Order will have been obtained from the Court on terms acceptable to each of Latin Metals and Latin Explore and will not have been set aside or modified in a manner unacceptable to any

of the parties, on appeal or otherwise;

2. receipt by Latin Metals and Latin Explore of all required approvals including approval by Latin Metals Shareholders of the Arrangement Resolution, with or without amendment, at the Meeting; approval by the respective boards of directors of Latin Metals and Latin Explore; approval of the TSXV of the Arrangement, including the listing of the New Latin Metals Shares issuable under the Arrangement in substitution for the Old Latin Metals Shares and the delisting of the Old Latin Metals Shares, subject only to compliance with the usual conditions of that approval; conditional approval of the TSXV of the listing of the Latin Explore Shares, subject only to compliance with the usual conditions of that approval;

3. there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by the Arrangement Agreement or the Plan of Arrangement;

4. no adverse material change will have occurred in the business, affairs, financial condition or operations of Latin Metals or Latin Explore which would have a material adverse effect on the business, assets, financial condition or results of operations of Latin Metals or Latin Explore and any subsidiary, taken as a whole;

5. the Arrangement Agreement will not have been previously terminated;

6. the Spin-out Assets Transfer will be complete;

7. the Share Exchange will have been completed and Latin Metals will have received satisfactory evidence that Finco successfully completed the Concurrent Financing; and

8. the obligation of each party to complete the Arrangement is subject to the further condition that the covenants of the other party will have been duly performed,

which conditions may be mutually waived by Latin Metals and Latin Explore in whole or in part at any time.

Additionally, the obligations of Latin Metals to complete the transactions contemplated in the Arrangement Agreement are subject to satisfaction of conditions being met on or before the Effective Date, including, but not limited to:

1. the Arrangement will have been approved and adopted by the Shareholders at the Meeting in accordance with the terms of the Interim Order; and

2. notices of dissent pursuant to the Plan of Arrangement will not have been delivered by Shareholders holding such number of Latin Metals Shares that, in the opinion of the Board, completion of the Arrangement would not be in the best interest of Latin Metals.

Covenants of Latin Metals and Latin Explore

Each of Latin Metals and Latin Explore have agreed that it will take such steps and do all such other acts and things, as may be necessary or desirable in order to give effect to the transactions contemplated by the Arrangement Agreement, subject to shareholders' and regulatory approval, and will use its commercially reasonable best efforts to apply for and obtain such consents, orders or approvals as are necessary or desirable for the implementation of the Arrangement, and to:

1. apply for and obtain the Interim Order and the Final Order as provided in the Arrangement Agreement; and

2. obtain written consents from any persons who are parties to agreements with Latin Metals, Latin Explore, Holdco or a subsidiary of Latin Metals where consents to the transactions contemplated by the Arrangement are required under those contracts or agreements.

Amendment and Termination

Subject to any mandatory applicable restrictions under Part 9, Division 5 of the BCBCA or the Final Order, the Arrangement Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Meeting, but prior to the Effective Date, be amended by the direction of the Board without, subject to applicable law, further notice to or authorization on the part of the Latin Metals Shareholders.

The Arrangement Agreement may at any time before or after the holding of the Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Board without further action on the part of the Latin Metals Shareholders and nothing expressed or implied in the Arrangement Agreement or in the Plan of Arrangement will be construed as fettering the absolute discretion by the Board to elect to terminate the Arrangement Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

Completion of the Arrangement

If: (i) the Arrangement Resolution is approved by Shareholders; (ii) the Final Order approving the Arrangement is obtained; (iii) TSXV approval of the Arrangement and the Share Exchange is obtained; (iv) the Share Exchange and Concurrent financing are completed; (v) TSXV provides conditional approval of the listing of Latin Explore Shares; (vi) every requirement of the BCBCA relating to the Arrangement has been complied with; and (vii) all other conditions disclosed under "*The Arrangement Agreement – Conditions to the Arrangement*" above are either met or waived, the Arrangement will become effective on the Effective Date.

The full particulars of the Arrangement are contained in the Plan of Arrangement attached as Appendix "H" and incorporated by reference into this Circular.

Notwithstanding receipt of the above approvals, the Board may terminate the Arrangement Agreement and abandon the Arrangement without further approval from the Shareholders.

Effect of the Arrangement

Latin Metals Shareholders

Under the Arrangement, Latin Metals Shareholders (other than Dissenting Shareholders) will receive, in exchange for each Latin Metals Share, one New Latin Metals Share and such number of Latin Explore Shares as is equal to the Exchange Ratio, subject to adjustment in accordance with the Plan of Arrangement. As a result of the Arrangement, Latin Metals Shareholders will retain their respective percentage interests in Latin Metals in the form of New Latin Metals Shares and will receive an interest in Latin Explore based on the Exchange Ratio in the form of Latin Explore Shares.

The fraction of a Latin Explore Share for which each Latin Metals Share is exchanged under the Arrangement at the Effective Time is referred to as the "**Exchange Ratio**". The Exchange Ratio will be equal to the quotient obtained by dividing:

(a) the difference between (i) the aggregate number of Latin Explore shares held by Latin Metals immediately prior to the Effective Time, and (ii) the aggregate number of Retained Latin Explore Shares, by

(b) the number of Latin Metals Shares issued and outstanding as of the Effective Time.

The final Exchange Ratio will only be determined on the Effective Date depending on, among other things, the number of Latin Metals Shares issued and outstanding as of the Effective Time. For illustrative purposes, based on the number of issued and outstanding Latin Metals Shares as of December 8, 2025 on a non-diluted basis of 133,007,651, an anticipated 13,680,000 Latin Explore Shares to be held by Latin Metals immediately prior to the Effective Time, and

an anticipated 2,736,000 Retained Latin Explore Shares, the Exchange Ratio would be equal to approximately 0.08228098.

Latin Explore is a British Columbia company governed by the BCBCA. For more information regarding Latin Explore following the Arrangement, see Appendix "L"– "*Information Concerning Latin Explore*"

Latin Metals intends that the Latin Metals Stock Options outstanding immediately prior to the Effective Time will, following the Effective Time, have substantially the same terms as the Latin Metals Stock Options held prior to the Effective Time, including, without limitation, expiry date and vesting provisions, other than such changes as may be required in order to give effect to the Arrangement and to comply with the terms of the applicable Latin Metals Stock Option plan and any applicable TSXV policies. Following the Effective Time, each Latin Metals Stock Option will be exercisable to acquire New Latin Metals Shares only.

In accordance with the Arrangement and pursuant to the adjustment provisions set out in the Latin Metals Warrant certificates, the Latin Metals Warrants outstanding immediately prior to the Effective Time will, from and after the Effective Time, be exercisable to purchase New Latin Metals Shares at the exercise price set out in the applicable Latin Metals Warrant certificate (subject only to such adjustments, if any, as may be required in order to give effect to the Arrangement and any applicable TSXV policies). The terms of the Latin Metals Warrants will otherwise remain the same following the Effective Time.

The New Latin Metals Shares that may be issuable upon the exercise of outstanding Latin Metals Stock Options or Latin Metals Warrants have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and may not be offered, sold, exercised or delivered to, or for the account or benefit of, any person in the United States or any U.S. Person, unless exemptions from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws are available.

Listing of the Latin Explore Shares will be subject to Latin Explore fulfilling all of the listing requirements of the TSXV and obtaining the approval of the TSXV. There can be no assurance that such approval will be obtained.

Court Approval of the Arrangement

An arrangement under the BCBCA requires approval of the Court.

Interim Order

On December 11, 2025, Latin Metals obtained the Interim Order providing for the calling and holding of the Meeting, the Dissent Rights and certain other procedural matters. The text of the Interim Order and the Notice of Petition for the Final Order are set out in Appendix "F" and Appendix "G", respectively, to this Circular.

Final Order

Subject to the terms of the Arrangement Agreement, and if the Arrangement Resolution is approved by Shareholders at the Meeting in the manner required by the Interim Order, Latin Metals intends to make an application to the Court for the Final Order.

The application for the Final Order approving the Arrangement is currently scheduled for January 16, 2026 at 9:45 a.m. (Pacific time), or as soon thereafter as counsel may be heard, at the Vancouver Courthouse, 800 Smithe Street, Vancouver, British Columbia, or at any other date and time as the Court may direct. Any Shareholder who wishes to appear or be represented and to present evidence or arguments at that hearing must file and serve a response to petition no later than 4:00 p.m. (Pacific time) on January 13, 2026, along with any other documents required, and satisfy any other requirements of the Court. Such persons should consult with their legal advisors as to the necessary requirements. If the hearing is adjourned then, subject to further order of the Court, only those persons having previously filed and served a response to petition will be given notice of the adjournment. The Court has broad discretion under the BCBCA when making orders with respect to the Arrangement and the Court will consider, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a procedural point of

view. The Court may approve the Arrangement, either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments, Latin Metals may determine not to proceed with the Arrangement.

The New Latin Metals Shares and the Latin Explore Shares to be issued to and exchanged with Shareholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or applicable U.S. state securities laws and will be issued and exchanged in reliance upon the Section 3(a)(10) Exemption and similar exemptions provided by the applicable securities laws of each state of the United States in which Shareholders reside. Section 3(a)(10) of the U.S. Securities Act exempts from registration a security that is issued in exchange for outstanding securities, claims or property interests from the general requirement of registration under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange to those to whom the securities will be issued, at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered. The Court will be advised at the hearing of the application for the Final Order that if the terms and conditions of the Arrangement, and the fairness thereof, are approved by the Court, the Final Order will be relied upon to constitute the basis for the Section 3(a)(10) Exemption with respect to the New Latin Metal Shares and Latin Explore Shares to be issued and exchanged pursuant to the Arrangement. Accordingly, the Final Order of the Court will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act with respect to the issuance and exchange of the New Latin Metals Shares and Latin Explore Shares in connection with the Arrangement. See *"Business of the Meeting – U.S. Securities Laws and Resale of Securities"*.

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the form of Notice of Petition attached at Appendix "G" to this Circular. The Notice of Petition constitutes notice of the Court hearing of the application for the Final Order and is your only notice of the Court hearing.

Regulatory Approvals

The Latin Metals Shares are listed and posted for trading on the TSXV. **The Arrangement, the Share Exchange, and the implementation of the Latin Explore Incentive Plan are subject to the acceptance of the TSXV, and Latin Metals will not proceed with the Arrangement if regulatory acceptance or approval is not obtained for the Arrangement and the Share Exchange.**

Latin Explore intends to apply to the TSXV to have the Latin Explore Shares listed and posted for trading on the TSXV. Listing is subject to the approval of the TSXV. There can be no assurance as to if, or when, the Latin Explore Shares will be listed or traded on the TSXV or any other stock exchange. It is a condition of the Arrangement that the TSXV shall have conditionally approved the listing of the Latin Explore Shares, however such condition may be mutually waived by Latin Metals and Latin Explore at any time.

Other than the Final Order and the approval of the TSXV (including in respect of the Share Exchange), Latin Metals is not aware of any material approval, consent or other action by any federal, provincial, state or foreign government or any administrative or regulatory agency that would be required to be obtained in order to complete the Arrangement. In the event that any such approvals or consents are determined to be required, such approvals or consents will be sought, although any such additional requirements could delay the Effective Date or prevent the completion of the Arrangement. While there can be no assurance that any regulatory consents or approvals that are determined to be required will be obtained, Latin Metals currently anticipates that any such consents and approvals that are determined to be required will have been obtained or otherwise resolved by the Effective Date.

Canadian Securities Laws and Resale of Securities

The following summary is not comprehensive. Each Shareholder is urged to consult such holder's professional advisers to determine the Canadian conditions and restrictions applicable to trades in the Latin Explore Shares. There may also be restrictions placed on resale of the Latin Explore Shares by the rules and policies of the TSXV in the event of any listing of these securities on the TSXV. Resale of any securities acquired in connection with the Arrangement may be required to be made through properly registered securities dealers.

Latin Explore will be a reporting issuer in British Columbia and Alberta on completion of the Arrangement, and Latin Explore intends to apply to the TSXV to have the Latin Explore Shares listed and posted for trading on the TSXV.

The issuance of the Latin Explore Shares to Shareholders pursuant to the Arrangement will constitute a distribution of securities which is exempt from the registration and prospectus requirements of Canadian securities legislation. The Latin Explore Shares received by Shareholders pursuant to the Arrangement may be resold in each of the provinces and territories of Canada provided that: (i) the trade is not a "control distribution" as defined in National Instrument 45-102 – *Resale of Securities*; (ii) no unusual effort is made to prepare the market or create a demand for those securities; (iii) no extraordinary commission or consideration is paid in respect of that sale; and (iv) if the selling securityholder is an insider or officer of Latin Explore, the selling securityholder has no reasonable grounds to believe that Latin Explore is in default of securities legislation.

U.S. Securities Laws and Resale of Securities

The New Latin Metals Shares and Latin Explore Shares to be issued to and exchanged with Shareholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws, and are being issued in reliance on the Section 3(a)(10) Exemption on the basis of the approval of the Court, and similar exemptions from registration under applicable U.S. state securities laws. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange to those to whom the securities will be issued, at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered. The Court issued the Interim Order on December 11, 2025 and, subject to the approval of the Arrangement by the Shareholders, a hearing on the Arrangement will be held on January 16, 2026 at 9:45 a.m. All Shareholders are entitled to appear and be heard at this hearing. The Final Order will constitute a basis for the Section 3(a)(10) Exemption and similar exemptions under applicable U.S. state securities laws with respect to the issuance and exchange of the New Latin Metals Shares and Latin Explore Shares to the Shareholders. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order.

The solicitation of proxies for the Meeting is not subject to the requirements of Section 14(a) of the U.S. Exchange Act. Accordingly, the solicitations and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate and securities laws, and this Circular has been prepared solely in accordance with disclosure requirements applicable in Canada. U.S. securityholders should be aware that such requirements are different from those of the United States applicable to registration statements under the U.S. Securities Act and proxy statements under the U.S. Exchange Act. Specifically, information concerning the mining operations of Latin Metals and Latin Explore contained herein has been prepared in accordance with Canadian disclosure standards, which are not comparable in all respects to United States disclosure standards. The New Latin Metals Shares and the Latin Explore Shares will not be listed for trading on any United States securities exchange. The unaudited pro-forma and audited historical financial statements of Latin Explore and Finco, and the audited carve-out financial statements of the Para Project and the Auquis Project included, or incorporated by reference, in this Circular have been prepared in accordance with IFRS and are subject to Canadian auditing and auditor independence standards, which differ from United States generally accepted accounting principles and auditing and auditor independence standards in certain material respects, and thus may not be comparable to financial statements of United States companies.

The enforcement by investors of civil liabilities under the United States securities laws may be affected adversely by the fact that Latin Metals and Latin Explore are organized under the laws of the Province of British Columbia, Canada, that most or all of their officers and directors are, or will be, residents of countries other than the United States, that the experts named in this Circular are residents of countries other than the United States, and that all or substantial portions of the assets of Latin Metals and Latin Explore and such other persons are, or will be, located outside the United States.

The New Latin Metals Shares and the Latin Explore Shares will be freely tradable under U.S. federal securities laws, except by persons who are "affiliates" of Latin Metals or Latin Explore, as applicable, at the Effective Date or within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer.

Resales by Affiliates Pursuant to Rule 144

In general, pursuant to Rule 144, persons who are "affiliates" of Latin Metals or Latin Explore, as applicable, after the Effective Date, or were "affiliates" of Latin Metals or Latin Explore, as applicable, within 90 days prior to the Effective Date, will be entitled to sell, during any three-month period, those New Latin Metals Shares or Latin Explore Shares, as applicable, that they receive pursuant to the Arrangement, provided that the number of such securities sold does not exceed the greater of one percent of the then outstanding securities of such class or, if such securities are listed on a United States securities exchange and/or reported through the automated quotation system of a U.S. registered securities association, the average weekly trading volume of such securities during the four calendar week period preceding the date of sale, subject to specified restrictions on manner of sale requirements, aggregation rules, notice filing requirements and the availability of current public information about the issuer. Persons who are affiliates of Latin Metals or Latin Explore after the Effective Date will continue to be subject to the resale restrictions described in this paragraph for so long as they continue to be affiliates of such issuers.

Resales by Affiliates Pursuant to Regulation S

In general, pursuant to Regulation S, persons who are "affiliates" of Latin Metals or Latin Explore, as applicable, after the Effective Date, or were "affiliates" of Latin Metals or Latin Explore, as applicable, within 90 days prior to the Effective Date, solely by virtue of their status as an officer or director of Latin Metals or Latin Explore, as applicable, may sell their New Latin Metals Shares or Latin Explore Shares, as applicable, outside the United States in an "offshore transaction" if none of the seller, an affiliate or any person acting on their behalf engages in "directed selling efforts" in the United States with respect to such securities and provided that no selling concession, fee or other remuneration is paid in connection with such sale other than the usual and customary broker's commission that would be received by a person executing such transaction as agent. For purposes of Regulation S, "directed selling efforts" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered. Also, for purposes of Regulation S, an offer or sale of securities is made in an "offshore transaction" if the offer that is not made to a person in the United States and either: (i) at the time the buy order is originated, the buyer is outside the United States, or the seller reasonably believes that the buyer is outside of the United States, or (ii) the transaction is executed in, on or through the facilities of a "designated offshore securities market" (which would include a sale through the TSXV), and neither the seller, nor its affiliates nor any person acting on any of their behalf knows that the transaction has been pre-arranged with a buyer in the United States. Certain additional restrictions set forth in Rule 903 of Regulation S are applicable to sales outside the United States by a holder of New Latin Metals Shares or Latin Explore Shares, as applicable, who is an "affiliate" of Latin Metals or Latin Explore, as applicable, after the Effective Date, or was an "affiliate" of Latin Metals or Latin Explore, as applicable, within 90 days prior to the Effective Date, other than by virtue solely of his or her status as an officer or director of Latin Metals or Latin Explore, as applicable.

The foregoing discussion is only a general overview of certain requirements of United States securities laws applicable to the New Latin Metals Shares and Latin Explore Shares to be received by Shareholders under the Arrangement. **All holders of such securities are urged to consult with their own counsel to ensure that the resale of their securities complies with applicable securities legislation.**

THE NEW LATIN METALS SHARES AND LATIN EXPLORE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY SUCH AUTHORITY PASSED ON THE ADEQUACY OR ACCURACY OF THIS INFORMATION CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

No Collateral Benefits

Except as set forth below, no director or officer of Latin Explore or Latin Metals is entitled to receive, directly or indirectly, as a consequence of the Arrangement, an increase in salary, a lump sum payment, a payment for surrendering securities, or other enhancement in benefits related to past or future services as an employee, director or consultant. The directors and officers will receive a distribution per security in the Arrangement that is identical in amount and form to the entitlement of the general body of holders of Latin Metals Shares.

Upon consummation of the Arrangement, Ms. Dani Palahanova, Latin Metals' Chief Financial Officer, is expected to be appointed as Latin Explore's Chief Financial Officer. In addition, Mr. Eduardo Leon, Vice President, Exploration of Latin Metals, is expected to be appointed as Vice President, Exploration of Latin Explore, and Ms. Elyssia Patterson, Vice President, Investor Relations of Latin Metals, is expected to be appointed as Vice President, Investor Relations of Latin Explore. At the time such appointments become effective, Latin Explore will be a "Non-Arm's Length Party" to Latin Metals within the meaning of that term under TSXV policies. By virtue of being senior officers of Latin Metals, each of Ms. Palahanova, Mr. Leon and Ms. Patterson is deemed to be a "related party" of Latin Metals for purposes of MI 61-101. Upon completion of the Arrangement and the transactions contemplated by the Arrangement Agreement (including the Share Exchange), each of Ms. Palahanova, Mr. Leon and Ms. Patterson is expected to be paid a commensurate compensation from Latin Explore, for their respective roles, and may, in the future, be granted incentive securities pursuant to the Latin Explore Incentive Plan in the normal course. Each such individual, together with his or her associates and affiliated entities, as applicable, beneficially owns and exercises control or direction over less than 1% of the Latin Metals Shares. The benefits to which Ms. Palahanova, Mr. Leon or Ms. Patterson will become eligible, the full known details of which are disclosed herein, are not being conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to any of them for Latin Metals Shares relinquished under the Arrangement, nor are the benefits conditional upon their support of the Arrangement in any manner.

Significant Positions and Shareholdings

In considering the recommendation of the Board with respect to the Arrangement, Shareholders should be aware that certain members of Latin Metals' senior management and the Board have certain interests in connection with the Arrangement that may present them with actual or potential conflicts of interest in connection with the Arrangement.

The following table discloses the number of shares currently owned, controlled or directed, directly or indirectly, by the directors and senior officers of Latin Metals and Latin Explore (of whom are currently known), as well as their positions and shareholdings in Latin Explore upon completion of the Arrangement assuming no changes to the number of Latin Metals securities currently held or to the issued and outstanding Latin Metals Shares as of the Record Date.

Name	Latin Metals Relationship, Shares, Warrants and Stock Options	Post-Transaction Latin Explore Relationship and Shares
Keith Henderson	CEO, President and Director • 4,902,954 Shares • Nil Latin Metals Warrants • 400,000 Latin Metals Options	Director • 403,420 Latin Explore Shares • Nil Latin Explore Warrants • Nil Latin Explore Options
Dani Palahanova	CFO and Corporate Secretary • 190,000 Shares • Nil Latin Metals Warrants • 600,000 Latin Metals Options	CFO and Corporate Secretary • 15,633 Latin Explore Shares • Nil Latin Explore Warrants • Nil Latin Explore Options
Robert Kopple	Director • 49,609,178 Shares • 7,262,500 Latin Metals Warrants • 100,000 Latin Metals Options	Director • 4,081,892 Latin Explore Shares • Nil Latin Explore Warrants • Nil Latin Explore Options

Name	Latin Metals Relationship, Shares, Warrants and Stock Options	Post-Transaction Latin Explore Relationship and Shares
Felicia de la Paz	Director • Nil Shares • Nil Latin Metals Warrants • 650,000 Latin Metals Options	N/A • Nil Latin Explore Shares • Nil Latin Explore Warrants • Nil Latin Explore Options
David Cass	Director • 600,000 Shares • Nil Latin Metals Warrants • 650,000 Latin Metals Options	N/A • 43,369 Latin Explore Shares • Nil Latin Explore Warrants • Nil Latin Explore Options
Eduardo Leon	VP Exploration • 237,500 Shares • Nil Latin Metals Warrants • 250,000 Latin Metals Options	VP Exploration • 19,542 Latin Explore Shares • Nil Latin Explore Warrants • Nil Latin Explore Options
Elyssia Patterson	VP Investor Relations • 526,277 Shares • Nil Latin Metals Warrants • 400,000 Latin Metals Options	VP Investor Relations • 43,303 Latin Explore Shares • Nil Latin Explore Warrants • Nil Latin Explore Options

Arrangement Risk Factors

In evaluating the Arrangement, Shareholders should carefully consider the following risk factors relating to the Arrangement. The following risk factors are not a definitive list of all risk factors associated with the Arrangement. Additional risks and uncertainties, including those currently unknown or considered immaterial by Latin Explore, may also adversely affect the Latin Metals Shares, Latin Explore Shares and/or the businesses of Latin Metals and Latin Explore following the Arrangement. In addition to the risk factors relating to the Arrangement set out below, Shareholders should also carefully consider the risk factors associated with the businesses of Latin Metals and Latin Explore included in this Circular and its Appendices or the documents incorporated by reference. If any of the risk factors materialize, the expectations, and the predictions based on them, may need to be re-evaluated.

The risks associated with the Arrangement include:

The Arrangement Agreement may be terminated at the absolute discretion of the Board.

The Board has a right to terminate the Arrangement and withdraw the Plan of Arrangement at its absolute discretion. Accordingly, there is no certainty, nor can Latin Metals provide any assurance that the Plan of Arrangement will not be terminated by the Board before completion of the Arrangement.

There can be no certainty that all conditions precedent to the Arrangement will be satisfied.

The completion of the Arrangement is subject to several conditions precedent, certain of which are outside the control of Latin Metals, including receipt of the Final Order, TSXV approval and the completion of the Concurrent Financing and the Share Exchange. There can be no certainty, nor can Latin Metals provide any assurance that these conditions will be satisfied or, if satisfied, when they will be satisfied. If the Arrangement is not completed, the market price of

the Latin Metals Shares may decline to the extent that the current market price reflects a market assumption that the Arrangement will be completed.

Requisite shareholders' approvals may not be obtained.

In order to become effective, the Arrangement Resolution will require the approval of at least: (i) two-thirds of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting; (ii) a simple majority of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by MI 61-101; and (iii) a simple majority of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by the corporate finance policies of the TSXV.

There can be no certainty, nor can Latin Metals provide any assurance, that the requisite shareholders' approvals will be obtained. If such approvals are not obtained and the Arrangement is not completed, the market price of the Latin Metals Shares may decline.

Latin Metals will incur costs even if the Arrangement is not completed.

Latin Metals has incurred and will continue to incur costs in connection with the Arrangement, including legal, financial advisory, tax, accounting, regulatory, printing and mailing expenses, as well as costs associated with holding the Meeting. If the Arrangement is not completed, Latin Metals will have incurred these costs without realizing the anticipated benefits of the Arrangement.

The market price for the Latins Metals Shares may decline.

If the Arrangement Resolution is not approved, or even if the Arrangement Resolution is approved, the market price of the Latins Metals Shares may decline to the extent that the current market price of the Latins Metals Shares reflects a market assumption that the Arrangement will be completed, or to the extent that the current market price of the Latins Metals Shares reflects the value associated with the Spin-out Assets, as applicable.

If the Arrangement does not proceed and Latin Metals seeks another strategic transaction or alternative structure for its Peruvian assets, there is no assurance that Latin Metals will be able to identify another transaction, or that any alternative transaction will be completed on terms as favourable as, or more favourable than, those provided by the Arrangement.

The anticipated benefits of the Arrangement may not be realized.

Latin Metals and Latin Explore are proposing the Arrangement to separate the Peruvian copper projects (Auquis and Para) into a dedicated vehicle and to provide each of Latin Metals and Latin Explore with an improved platform for financing and advancing their respective assets. The realization of anticipated benefits is subject to, among other things, successful completion of the Arrangement, completion of the Concurrent Financing and the ability of Latin Metals and Latin Explore to execute their respective business plans.

There can be no assurance that Latin Metals or Latin Explore will be able to realize the anticipated strategic, financial, market or operational benefits of the Arrangement. A variety of factors, many of which are beyond the control of Latin Metals or Latin Explore, may adversely affect their ability to achieve these benefits, including capital market conditions, commodity prices, regulatory developments and the specific risks relating to the Para Project and the Auquis Project described in Appendix "L" under "*Risk Factors*".

The Latin Explore Shares may not be listed.

There is no assurance as to when, or if, the Latin Explore Shares will be listed on the TSXV or any other stock exchange. Any listing of the Latin Explore Shares will be subject to completion of the Concurrent Financing, Latin

Explore meeting the applicable listing requirements of the relevant stock exchange and satisfaction of minimum capitalization, distribution and other listing criteria.

The expected Exchange Ratio that Latin Metals Shareholders anticipate receiving for each Latin Metals Share may be greater than the final Exchange Ratio determined under the Plan of Arrangement at the Effective Time and actually received by Latin Metals Shareholders.

Under the Arrangement, Latin Metals Shareholders (other than Dissenting Shareholders) will receive, in exchange for each Latin Metals Share, one New Latin Metals Share and such number of Latin Explore Shares as is equal to the Exchange Ratio. The final Exchange Ratio will only be determined on the Effective Date depending on, among other things, the number of Latin Metals Shares issued and outstanding as of the Effective Time.

There will be a gap in time between the date when Latin Metals Shareholders vote at their shareholder meeting and the date on which the Arrangement is completed. As a result, the final Exchange Ratio may decrease significantly between the dates of the Arrangement Agreement, this Circular, the Meeting and completion of the Arrangement.

Dissent rights may adversely affect Latin Metals.

Registered Shareholders are entitled to exercise Dissent Rights with respect to the Arrangement and to be paid the fair value of their Latin Metals Shares in cash. If a significant number of Latin Metals Shares are the subject of valid Dissent Notices, Latin Metals may be required to make substantial cash payments to dissenting Shareholders. Latin Metals may, in its sole discretion, elect not to proceed with the Arrangement if the number of Latin Metals Shares in respect of which Dissent Rights are exercised exceeds a level determined by Latin Metals to be acceptable in the circumstances. The requirement to fund such payments or the decision not to proceed in light of dissent may adversely affect Latin Metals' financial condition and capital resources.

Prior to the Effective Date, Latin Metals and Latin Explore are restricted from taking certain actions.

The Arrangement Agreement requires Latin Metals and Latin Explore to use commercially reasonable best efforts to apply for and obtain such consents, orders or approvals as are necessary or desirable for the implementation of the Arrangement, which may adversely affect the ability of each to execute certain business strategies, including, but not limited to, the ability in certain cases to enter into or amend contracts or acquire or dispose of assets. These restrictions may prevent Latin Metals and Latin Explore from pursuing attractive business opportunities that may arise prior to the completion of the Arrangement.

Latins Metals and Latin Explore will incur their own expenses going forward.

As a result of the Arrangement, each of Latins Metals and Latin Explore will incur their own general and administrative costs to operate the businesses of Latins Metals and Latin Explore, respectively. These additional costs may negatively impact the financial performance of each of Latins Metals and Latin Explore.

The pending Arrangement may divert the attention of Latin Metals' management.

The pending Arrangement could cause the attention of Latin Metals' management to be diverted from the day-to-day operations. These disruptions could be exacerbated by a delay in the completion of the Arrangement and could have an adverse effect on the business, operating results or prospects of Latin Metals regardless of whether the Arrangement is ultimately completed.

The Fairness Opinion does not reflect changes in circumstances that may have occurred or that may occur between the date of the Arrangement Agreement and the completion of the Arrangement.

Latin Metals does not expect to receive an updated, revised or reaffirmed opinion prior to the completion of the Arrangement. Changes in the operations and prospects of the parties, general market and economic conditions and other factors that may be beyond the control of the parties, and on which the Fairness Opinion was based, may significantly alter the value of the parties or the market price of the New Latin Metals Shares by the time the

Arrangement is completed. The Fairness Opinion does not speak as of the time the Arrangement will be completed or as of any date other than the date of such opinion. Because Evans & Evans will not be updating the Fairness Opinion, such opinion will not address the fairness of the Arrangement, from a financial point of view, at the time the Arrangement is completed.

Latins Metals must meet TSXV listing requirements to maintain its listing.

Latins Metals will need to retain sufficient assets to maintain its TSXV listing. To maintain its listing on the TSXV after the Arrangement, Latins Metals will need to meet the continued listing requirements of the TSXV. While management believes that Latins Metals will meet such listing requirements there is no guarantee that Latins Metals will maintain a TSXV listing.

If Latin Metals, Latin Explore or Finco are classified as a "passive foreign investment company", U.S. holders may be subject to adverse U.S. federal income tax consequences.

U.S. investors should be aware that they could be subject to certain adverse U.S. federal income tax consequences with respect to the holding and disposition of Latin Metals Shares, Latin Explore Shares or Finco Shares in the event that any of these entities is classified as a "passive foreign investment company" ("**PFIC**") for U.S. federal income tax purposes. The determination of whether any of these entities is a PFIC for a taxable year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations, and the determination will depend on the composition of the income, expenses and assets from time to time of these entities and the nature of the activities performed by their respective officers and employees. None of Latin Metals, Latin Explore or Finco has performed any analysis or made any determination as to its status as a PFIC historically, there is a high level of risk that these entities are or will become PFICs, and there can be no assurance that these entities are not and will not be classified as PFICs for the current or subsequent years. Prospective investors are urged to consult their own tax advisors regarding the likelihood and consequences of any of these entities being treated as a PFIC for U.S. federal income tax purposes, including the advisability of making certain elections that may mitigate certain possible adverse U.S. federal income tax consequences that may result in an inclusion in gross income without receipt of such income.

Dissent Rights

Registered Latin Metals Shareholders who wish to dissent with respect to the Arrangement Resolution should take note that strict compliance with the Dissent Procedures is required.

The following description of the rights of Latin Metals Shareholders to dissent with respect to the Arrangement Resolution is not a comprehensive statement of the procedures to be followed by Latin Metals Shareholders wishing to exercise Dissent Rights and is qualified in its entirety by reference to the full text of the Plan of Arrangement, a copy of which is attached to this Circular as Appendix H, the full text of the Interim Order, which is attached to this Circular as Appendix F, and the provisions of Sections 237 to 247 of the BCBCA, which are attached to this Circular as Appendix I.

Registered Latin Metals Shareholders who wish to exercise Dissent Rights should carefully consider and comply with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court. The statutory provisions covering the right to exercise Dissent Rights are technical and complex. Failure to strictly comply with the Dissent Procedures (as modified or supplemented by the Interim Order, the Plan of Arrangement or any other order of the Court) may result in the loss of Dissent Rights. It is recommended that you seek independent legal advice if you wish to exercise Dissent Rights.

The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein based on the evidence presented at such hearing. Pursuant to the Interim Order, each registered Latin Metals Shareholder as at the close of business on the Record Date may exercise registered Latin Metals Shareholder as at the close of business on the Record Date may exercise rights of dissent ("**Dissent Rights**") with respect to the Latin Metals Shares held by such registered Latin Metals Shareholder, pursuant to and in the manner set out in Sections 237 to 247 of the BCBCA, as modified or supplemented by the terms of this Interim Order, the Plan of Arrangement or any other

order of this Court ("**Dissent Procedures**"), in connection with the Arrangement; provided that, notwithstanding Section 242(a) of the BCBCA, the written objection to the Arrangement Resolution referred to in Section 242(a) of the BCBCA (each, a "**Notice of Dissent**") must be received by Latin Metals not later than 5:00 p.m. (Pacific time) on the Business Day that is two Business Days before the date of the Latin Metals Meeting or any date to which the Latin Metals Meeting may be postponed or adjourned.

Non-registered (beneficial) Latin Metals Shareholders should be aware that only registered Latin Metals Shareholders as at 5:00 p.m. (Pacific time) on the Record Date who provide a Notice of Dissent as contemplated in paragraph 23 of this Interim Order shall be entitled to exercise Dissent Rights. Accordingly, beneficial (non-registered) Latin Metals Shareholders who wish to exercise Dissent Rights must make arrangements for the registered holder of their beneficially owned Latin Metals Shares to exercise Dissent Rights on their behalf.

The giving of a Notice of Dissent does not deprive a registered Latin Metals Shareholder of the right to vote at the Meeting; however, a Latin Metals Shareholder who votes or has instructed a proxyholder to vote such holder's Latin Metals Shares in favour of the Arrangement Resolution will be deemed to have withdrawn such holder's election to exercise Dissent Rights and will not be entitled to exercise Dissent Rights. Further, a vote in person or by proxy against the Arrangement Resolution, or a failure to vote in respect of the Arrangement Resolution, will not by itself constitute a Notice of Dissent.

A Latin Metals Shareholder who wishes to exercise Dissent Rights may not exercise Dissent Rights in respect of only a portion of such holder's Latin Metals Shares and may only dissent with respect to all Latin Metals Shares in which the holder owns a beneficial interest.

Any failure by a registered Latin Metals Shareholder to strictly comply with the Dissent Procedures, may result in the loss of such Latin Metals Shareholder's Dissent Rights with respect to the Arrangement.

Dissenting Shareholders who validly exercises Dissent Rights in respect of the Arrangement Resolution in strict compliance with the Dissent Procedures who:

- are ultimately entitled to be paid by Latin Metals, the fair value for their Latin Metals Shares in respect of which they have exercised Dissent Rights, shall be deemed to have irrevocably transferred such Latin Metals Shares to Latin Metals pursuant to Section 4.1(a)(i) of the Plan of Arrangement in consideration of such fair value and shall not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Latin Metals Shares; or

- are ultimately, for any reason, not entitled to be paid by Latin Metals the fair value for their Latin Metals Shares in respect of which they have exercised Dissent Rights shall be deemed to have participated in the Arrangement on the same basis as a Latin Metals Shareholder who has not exercised Dissent Rights, as at and from the time specified in Section 4.1(a)(i) of the Plan of Arrangement and be entitled to receive only the consideration set out in Section 4.1(a)(i) of the Plan of Arrangement that such holder would have received if such holder had not exercised Dissent Rights.

In no case shall Latin Metals, Spinco, or any other person be required to recognize Dissenting Shareholders as Latin Metals Shareholders, after the completion of the steps set out in Section 4.1(a) of the Plan of Arrangement, and each Dissenting Shareholder shall cease to be entitled to the rights of a holder of Latin Metals Shares in relation to which such Dissenting Shareholder has exercised Dissent Rights and the securities register of Latin Metals with respect to such Latin Metals Shares shall be amended to reflect that such former holder is no longer the holder of such Latin Metals Shares as and from the Effective Time and that such Latin Metals Shares have been cancelled.

Address for Notice of Dissent

Dissenting Shareholders should send all written objections with respect to the Arrangement Resolution in accordance with Sections 237 to 247 of the BCBCA to:

Lotz & Company
320 Granville Street, Suite 880
Vancouver, British Columbia
V6C 1S9

Attention: Jonathan Lotz

A Notice of Dissent must be received by no later than 5:00 p.m. (Pacific time) on January 12, 2026.

Strict Compliance with Dissent Provisions Required

The foregoing summary does not purport to provide a comprehensive statement of the procedures to be followed by a Dissenting Shareholder. The requirements set out in Sections 237 to 247 of the BCBCA as modified by the Interim Order are complex and technical and failure to comply strictly with them may prejudice the exercise of the Dissent Rights.

Registered Latin Metals Shareholders wishing to exercise the Dissent Rights should consult their legal advisers with respect to the legal rights available to them in relation to the Arrangement and the Dissent Rights. Registered Latin Metals Shareholders should note that the exercise of Dissent Rights can be a complex, time-consuming and expensive procedure. A Non-Registered Shareholder who wishes to exercise Dissent Rights must arrange for the Registered Latin Metals Shareholder(s) holding its Latin Metals Shares to deliver the notice of dissent.

If, as of the Effective Date, the aggregate number of Latin Metals Shares in respect of which Latin Metals Shareholders have duly and validly exercised Dissent Rights is such that, in the opinion of the Board, completion of the Arrangement would not be in the best interests of Latin Metals, Latin Metals is entitled, in its discretion, not to complete the Arrangement. See "*Business of the Meeting – The Arrangement Agreement*".

Interest of Certain Persons in Matters to be Acted Upon

Multilateral Instrument 61-101

Latin Metals is subject to TSXV Policy 5.9 – *Protection of Minority Security Holders in Special Transactions* and MI 61-101, which regulates certain transactions that are, while not inherently unfair, capable of being abusive or unfair, including "issuer bids", "insider bids", "related party transactions" and "business combinations" (each as defined in MI 61-101). MI 61-101 is intended to ensure that all securityholders are treated in a manner that is fair and that is perceived to be fair with respect to these transactions.

Business Combinations

A business combination for an issuer includes an arrangement as a consequence of which the interest of a holder of an equity security of the issuer may be terminated without the holder's consent, regardless of whether the equity security is replaced with another security, in circumstances where a person that is a related party of the issuer at the time the transaction is agreed to: (i) would, as a consequence of the transaction, directly or indirectly acquire the issuer or the business of the issuer, or combine with the issuer, through an amalgamation, arrangement or otherwise, whether alone or with "joint actors" (as defined in MI 61-101); (ii) is a party to any connected transaction to the transaction; or (iii) is entitled to receive, directly or indirectly, as a consequence of the transaction, (A) consideration per equity security that is not identical in amount and form to the entitlement of the general body of holders in Canada of securities of the same class, or (B) a collateral benefit.

MI 61-101 provides that a business combination may not be carried out unless the issuer complies with the formal valuation requirements of MI 61-101 and obtains "minority approval" (as defined in MI 61-101) of the transaction, unless an exemption is available or discretionary relief is granted by the applicable securities regulatory authorities.

In particular, MI 61-101 requires, in certain circumstances (including in circumstances where an interested party would, as a consequence of the transaction, directly or indirectly, acquire the issuer or the business of the issuer, or combine with the issuer through an amalgamation, arrangement or otherwise, whether alone or with joint actors, or if an interested party is a party to any connected transaction to the business combination, if the connected transaction is a related party transaction for which the issuer is required to obtain a formal valuation), that an issuer carrying out a business combination obtain a formal valuation prepared in the manner contemplated by MI 61-101.

If minority approval is required, the business combination must be approved by a majority of the votes cast, excluding the votes attached to securities beneficially owned, or over which control or direction is exercised, by: (i) interested parties; (ii) any related party to such interested party within the meaning of MI 61-101 (subject to the exceptions set forth therein); and (iii) any person that is a joint actor with a person referred to in the foregoing clauses (i) or (ii). Under MI 61-101, interested parties include, in respect of a transaction that constitutes a business combination, any related party of the issuer that: (i) is a party to any connected transaction to the business combination, or (ii) is entitled to receive, directly or indirectly, as a consequence of the transaction (A) consideration per affected security that is not identical in amount and form to the entitlement of the general body of holders in Canada of securities of the same class, (B) a collateral benefit, or (C) consideration for securities of a class of equity securities of the issuer if the issuer has more than one outstanding class of equity securities, unless that consideration is not greater than the entitlement of the general body of holders in Canada of every other class of equity securities of the issuer in relation to the voting and financial participating interests in the issuer represented by the respective securities.

Connected Transactions

As defined in MI 61-101, "connected transactions" are two or more transactions that have at least one party in common, directly or indirectly, other than transactions related solely to services as an employee, director or consultant, and: (i) are negotiated or completed at approximately the same time; or (ii) the completion of at least one of the transactions is conditional on the completion of each of the other transactions.

If a "related party" is party to a "connected transaction" to the Arrangement, the Arrangement Resolution will require "minority approval" (as defined in MI 61-101) in accordance with MI 61-101. If "minority approval" is required, the Arrangement Resolution must be approved by a majority of the votes cast, excluding those votes beneficially owned, or over which control or direction is exercised, by any "related party" of Latin Metals who is party to a "connected transaction" to the Arrangement. This approval is in addition to the requirement that the Arrangement Resolution must be approved by two-thirds of the votes cast by Latin Metals Shareholders present in person or represented by proxy at the Meeting and entitled to vote.

The Board has determined that, for the purposes of MI 61-101, the Share Exchange is a "connected transaction" to the Arrangement, given that: (i) the Share Exchange has at least one party in common with the Arrangement, being Latin Explore; (ii) the Share Exchange has been negotiated and will be completed at approximately the same time as the Arrangement; and (iii) the completion of the Arrangement is conditional on completion of the Share Exchange.

Certain related parties of Latin Metals will be subscribers to the Concurrent Financing and thus will be parties to the Share Exchange Agreement. Accordingly, those related parties who subscribe under the Concurrent Financing will be considered "interested parties", as that term is defined in MI 61-101, as they were each a related party of the issuer at the time the transaction was agreed to, and are parties to a connected transaction to the business combination. Under MI 61-101, the Arrangement will require minority approval, and votes of any interested parties will be excluded for the purpose of determining if minority approval of the Arrangement is obtained.

Accordingly, the Interim Order provides that in order to be effective, the Arrangement Resolution must, in addition to being approved by at least two-thirds of the votes cast at the Meeting on the Arrangement Resolution by Latin Metals Shareholders, also be approved by a simple majority of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by persons required to be excluded by MI 61-101.

Related Party Transactions

Directors and officers of Latin Metals who are expected to participate in the Concurrent Financing and accordingly be a party to the Share Exchange, are related parties of Latin Metals. For this reason, it may be that the issuance of Latin Explore Shares to such directors and officers and their respective joint actors pursuant to the Share Exchange constitutes a related party transaction for purposes of MI 61-101.

If the Share Exchange was considered to be a related party transaction, as neither the Latin Metals Shares, the Latin Explore Shares nor any other securities of Latin Metals or Latin Explore are listed or quoted on a specified stock exchange, Latin Metals is relying on the exemption from the formal valuation requirements of MI 61-101 contained in section 5.5(b) of MI 61-101 in relation to the Share Exchange. Additionally, Latin Metals relied on Section 5.7(1)(a) of MI 61-101 for an exemption of minority shareholder approval requirements as neither the fair market value of the subject matter of, nor the fair market value of the Latin Explore Shares to be issued pursuant to the Share Exchange, insofar as it involves the related parties, exceed 25% of Latin Metals' market capitalization.

Form 62-104F2 Disclosure

Section 4.2(3) of MI 61-101 requires that the information circular sent to shareholders in connection with the meeting at which minority approval of a business combination is sought, must include the disclosure required by Form 62-104F2 *Issuer Bid* Circular of National Instrument 62-104 – *Take-Over Bids and Issuer Bids*, to the extent applicable and with the necessary modifications. Latin Metals has determined that the following items of Form 62-104F2 are applicable to the Arrangement.

Consideration
See the heading "*Business of the Meeting – The Transaction*

Latin Metals and Latin Explore have entered into a definitive Arrangement Agreement pursuant to which they propose to carry out a series of transactions resulting in, among other things, the distribution of Latin Explore Shares to Shareholders. This series of transactions consists of the Arrangement, the Spin-out Assets Transfer, the Concurrent Financing and the Share Exchange, each of which is described below and which are collectively referred to in this Circular as the "**Transaction**".

The Arrangement".

Purpose of the Arrangement

See the heading "*Business of the Meeting – Recommendation of the Board*".

Trading of the Securities to be Acquired

Following the completion of the Arrangement, Latin Explore intends to apply to list its shares on the TSXV. See the headings "*Summary – Latin Explore following the Arrangement*" and Appendix "L"– *Information Concerning Latin Explore.*

Ownership of Securities of Latin Metals

To the knowledge of Latin Metals, after reasonable inquiry, the following table indicates that as at the Record Date, the number of securities of Latin Metals beneficially owned or over which control or direction is exercised by each director and officer of Latin Metals and, after reasonably inquiry by: (i) each associate or affiliate of an insider of Latin Metals; (ii) each associate or affiliate of Latin Metals; (iii) an insider of Latin Metals (other than a director or officer of Latin Metals); and (iv) each person acting jointly or in concert with Latin Metals.

Name and Position	Latin Metals Shares[(1)]	Latin Metals Options[(2)]	Latin Metals Warrants[(3)]
Keith Henderson (*President, CEO & Director*)	4,902,954 (3.7%)	400,000 (8.0%)	Nil
Dani Palahanova (*CFO & Corporate Secretary*)	190,000 (0.1%)	600,000 (12.0%)	Nil
Felicia de la Paz (*Director*)	Nil	650,000 (12.9%)	Nil
Robert Kopple (*Director*)	49,609,178[(4)] (37.3%)	100,000 (2.0%)	7,262,500 (24.3%)
David Cass (*Director*)	600,000 (0.5%)	100,000 (2.0%)	Nil
Eduardo Leon (*VP Exploration*)	237,500 (0.2%)	250,000 (5.0%)	Nil
Elyssia Patterson (*VP Investor Relations*)	526,277 (0.4%)	400,000 (8.0%)	Nil
Total	**56,065,909**	**2,500,000**	**7,262,500**

Notes:
(1) Based on 133,007,651 Latin Metals Shares issued and outstanding as of the Record Date.
(2) As of December 9, 2025, there were 5,020,000 options of the Company issued and outstanding.
(3) As of December 9, 2025, there were 29,847,453 Warrants issued and outstanding.
(4) Of the 49,609,178 Latin Metals Shares beneficially owned and controlled by Robert Kopple, 32,612,928 common shares are registered in the name of KF Business Ventures, LP, a partnership controlled by Robert Kopple, 13,071,250 common shares are registered in the name of E.L. II Properties Trust, and 3,925,000 common shares are registered in the name of Robert Kopple.

Commitments to Acquire Securities of Latin Metals

Latin Metals has no agreements, commitments or understandings to acquire securities of Latin Metals. To the knowledge of Latin Metals, after reasonable inquiry, no person named under the heading "*Interests of Certain Persons in Matters to be Acted Upon – Ownership of Securities of Latin Metals*" has any agreement, commitment or understanding to acquire securities of Latin Metals, other than to acquire Latin Metals Shares pursuant to the exercise of Latin Metals Options or Latin Metals Warrants held by such persons.

Acceptance of the Arrangement

Keith Henderson, Dani Palahanova, Felicia de la Paz, Robert Kopple, Eduardo Leon and Elyssia Patterson are interested parties as a result of being a party to a connected transaction, as described above (the "**Interested Parties**"). The Interested Parties, as a group, beneficially own or exercise control over 55,465,909 Latin Metals Shares representing approximately 41.7% of the outstanding Latin Metals Shares, as well as 2,400,000 Latin Metals Options, representing approximately 47.8% of the outstanding Latin Metals Options and 7,262,500 Latin Metals Warrants representing approximately 24.3% of the outstanding Latin Metals Warrants. See the heading "*Interests of Certain Persons in Matters to be Acted Upon – Multilateral Instrument 61-101*". The Interested Parties may still vote on the Arrangement Resolution for the purpose of obtaining the two-thirds approval as required by the BCBCA.

See "*Business of the Meeting – Background to the Arrangement*".

Material Changes in the Affairs of Latin Metals

Other than as disclosed herein, there are no proposals or plans for material changes in the affairs of Latin Metals.

Previous Purchases and Sales

The following table summarizes the issuances by Latin Metals of Latin Metals Shares, and securities convertible or exchangeable into Latin Metals Shares, for the 12 months prior to the date of this Circular, excluding Latin Metals Shares issued pursuant to the exercise of warrants:

Type of Security Issued	Date of Issuance	Issuance / Exercise Price Per Security	Number of Securities Issued
Stock Options[(1)]	April 2, 2025	$0.12	1,500,000
Stock Options[(1)]	May 8, 2025	$0.12	750,000
Units[(2)]	May 20, 2025	$0.11	12,095,454
Finder's Warrants[(3)]	May 20, 2025	$0.11	379,272
Latin Metals Shares[(4)]	July 30, 2025	$0.13	150,000
Latin Metals Shares[(4)]	August 13, 2025	$0.13	500,000
Latin Metals Shares[(4)]	October 9, 2025	$0.13	250,000
Latin Metals Shares[(4)]	October 20, 2025	$0.13	175,000
Latin Metals Shares[(4)]	October 27, 2025	$0.13	150,000
Latin Metals Shares[(4)]	November 13, 2025	$0.13	975,000
Latin Metals Shares[(4)]	November 25, 2025	$0.13	50,000
Latin Metals Shares[(4)]	December 5, 2025	$0.13	2,180,000

Notes:
(1) Issued for the purposes of compensating eligible persons pursuant to Latin Metals' stock option plan.
(2) Issued pursuant to a non-brokered private placement of units, each unit consisting of one Latin Metals Share and one common share purchase warrant entitling the holders to acquire one additional Latin Metals Share for a period of three years from the date of issuance at a price of $0.16 per share.
(3) Issued as part of the finder's fees payable pursuant to the closing of a non-brokered private placement of units. Each finder's warrant entitles the holder thereof to acquire one Latin Metals Share for a period of one year from the date of issuance at a price of $0.11 per share.
(4) Issued pursuant to the exercise of stock options.

Financial Statements

A copy of Latin Metals' most recent financial statements are currently available on SEDAR+ at www.sedarplus.com.

Valuation

Pursuant to MI 61-101, if a transaction is a business combination, a formal valuation and minority approval of the Arrangement may be required. However, where an issuer is listed or quoted on the TSXV and no other stock exchange outside of Canada and the United States, MI 61-101 provides an exemption to the general requirement to obtain a formal valuation for a transaction that is a business combination. Furthermore, except as described under the heading "*The Arrangement – Background to the Arrangement*", neither Latin Metals nor any director or executive officer of Latin Metals, after reasonable inquiry, has knowledge of any "prior valuation" (as defined in MI 61-101) in respect of Latin Metals that has been made in the 24 months before the date of this Circular and no bona fide prior offer (as contemplated in MI 61- 101) that relates to the transactions contemplated by the Arrangement has been received by Latin Metals during the 24 months prior to the date of the Arrangement Agreement.

Securities of Latin Metals to be Exchanged for Others
See Article 3 of the Plan of Arrangement and the heading "*Business of the Meeting – The Transaction*

Latin Metals and Latin Explore have entered into a definitive Arrangement Agreement pursuant to which they propose to carry out a series of transactions resulting in, among other things, the distribution of Latin Explore Shares to Shareholders. This series of transactions consists of the Arrangement, the Spin-out Assets Transfer, the Concurrent Financing and the Share Exchange, each of which is described below and which are collectively referred to in this Circular as the "**Transaction**".

The Arrangement" in this Circular.

Approval of the Arrangement
This Circular has been approved by the Board and its delivery to the Latin Metals Shareholders has been authorized by the Board. See the heading "*Business of the Meeting – The Transaction*

Latin Metals and Latin Explore have entered into a definitive Arrangement Agreement pursuant to which they propose to carry out a series of transactions resulting in, among other things, the distribution of Latin Explore Shares to Shareholders. This series of transactions consists of the Arrangement, the Spin-out Assets Transfer, the Concurrent Financing and the Share Exchange, each of which is described below and which are collectively referred to in this Circular as the "**Transaction**".

The Arrangement" for more information.

Dividend Policy

Latin Metals has not paid any dividends on its outstanding shares. Payment of dividends in the future will be dependent on, among other things, the cash flow, results of operations and financial condition of Latin Metals, the need for funds to finance ongoing operations and other considerations as the Board considers relevant.

Expenses of the Arrangement

Latin Metals and Latin Explore have agreed in the Arrangement Agreement that all expenses incurred in connection with the Arrangement, the Arrangement Agreement and the transactions contemplated thereby will be borne by the party that incurred the expense or as otherwise mutually agreed by the parties; provided that at the Effective Time, Latin Explore will reimburse Latin Metals for all of its expenses incurred in connection with the Arrangement, the Arrangement Agreement and the transactions contemplated thereby.

Solicitations

See the heading "*Appointment of Proxyholder*" and "*Voting by Proxy*".

Other Material Facts

There are no material facts concerning the Latin Metals Shares or other matter not disclosed in the Circular that has not been generally disclosed, is known to Latin Metals and would reasonably be expected to affect the decision of the Latin Metals Shareholders as to voting on the Arrangement Resolution.

There are no "prior valuations" (as defined in MI 61-101) that relate to the subject matter of or that are otherwise relevant to the Arrangement that have been made in the 24 months before the date of this Circular and the existence of which is known to Latin Metals or to any director or senior officer of Latin Metals. No formal valuations of Latin Metals have been made in the last 24 months, to the knowledge of Latin Metals, the Board or Latin Metals management.

Interests of Informed Persons in Material Transactions

Other than as disclosed herein, since the beginning of the Company's last financial year, no "informed person" of the Company (including a director, officer or individual or corporation that beneficially owns or controls 10% or more of the issued and outstanding voting securities of the Company), proposed nominee for election as a director of the Company ("proposed director"), or any associate or affiliate of any informed person or proposed director, has any material interest, direct or indirect in any transaction or any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries. See "*Interest of Certain Persons in Matters to be Acted Upon*".

Ms. Dani Palahanova, the current Chief Financial Officer of the Company, is expected to act as Chief Financial Officer of Latin Explore upon completion of the Arrangement. In addition, Mr. Eduardo Leon, Vice President, Exploration of Latin Metals, is expected to be appointed as Vice President, Exploration of Latin Explore, and Ms. Elyssia Patterson, Vice President, Investor Relations of Latin Metals, is expected to be appointed as Vice President, Investor Relations of Latin Explore. Each of Ms. Palahanova, Mr. Leon, and Ms. Patterson is expected to be paid a commensurate salary/compensation for acting as the respective senior officers of Latin Explore, and may, in the future, be granted incentive securities pursuant to the Latin Explore Incentive Plan in the normal course.

Management Contracts

The management functions of the Company and its subsidiaries are primarily performed by the directors and executive officers of the Company, and not to any substantial degree by any other person with whom the Company has contracted.

Exchange of Securities

Procedure for Exchange of Shares

The exchange of Old Latin Metals Shares for New Latin Metals Shares in respect of Non-Registered Shareholders (and Latin Explore Shares in respect of Latin Metals Shareholders who are Non-Registered Shareholders) is expected to be made with the Non-Registered Shareholders' nominee (bank, trust company, securities broker or other nominee) account through the procedures in place for such purposes between CDS and such nominee. Non-Registered Shareholders should contact their nominee if they have any questions regarding this process and to arrange for their nominee to complete the necessary steps to ensure that they receive the New Latin Metals Shares and Latin Explore Shares.

Concurrent with the mailing of this Circular, the Depositary will also mail a Letter of Transmittal to Registered Latin Metals Shareholders, which will be used by such shareholders to exchange their certificates representing Old Latin Metals Shares for DRS Advice representing New Latin Metals Shares or a physical certificate for New Latin Metals Shares and DRS Advice representing Latin Explore Shares or a physical certificate for Latin Explore Shares, if the Arrangement is completed. Until exchanged, each certificate representing Old Latin Metals Shares will, after the Effective Time, represent only the right to receive, upon surrender in accordance with the Letter of Transmittal, New Latin Metals Shares and Latin Explore Shares.

Former Registered Latin Metals Shareholders must deliver to the Depositary: (i) their certificate(s) representing such Old Latin Metals Shares, if any, (ii) a duly completed Letter of Transmittal, and (iii) such other documents as the Depositary may require, in order to receive the certificates or DRS Advice representing the New Latin Metals Shares and Latin Explore Shares to which they are entitled pursuant to the Arrangement.

DRS Advice or a physical certificate, if so requested, for the New Latin Metals Shares of a Registered Latin Metals Shareholder and Latin Explore Shares who provides the appropriate documentation described above, will be registered in such name or names and will be delivered to such address or addresses as such holder may direct in the Letter of Transmittal as soon as practicable following the Effective Date and after receipt by the Depositary all of the required documents.

Where Old Latin Metals Shares are evidenced only by a DRS Advice, there is no requirement to first obtain a share certificate for those Old Latin Metals Shares or deposit with the Depositary any Old Latin Metals Share certificate evidencing those Old Latin Metals Shares. Only a properly completed and duly executed Letter of Transmittal accompanied by the applicable DRS Advice is required to be delivered to the Depositary to surrender those Old Latin Metals Shares under the Arrangement.

Lost or Stolen Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Latin Metals Shares (as renamed and redesignated Latin Metals Class A Shares) that were exchanged for New Latin Metals Shares and Latin Explore Shares pursuant to the Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary shall issue in exchange for such lost, stolen or destroyed certificate, certificates or DRS Advice representing the New Latin Metals Shares and the Latin Explore Shares to which such holder is entitled to receive pursuant to the Plan of Arrangement. When authorizing such delivery of certificates or DRS Advice representing the New Latin Metals Shares and the Latin Explore Shares which such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom certificates representing New Latin Metals Shares and the Latin Explore Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to Latin Metals, Latin Explore and the Depositary in such sum as they may direct or otherwise indemnify Latin Metals, Latin Explore and the Depositary in a manner satisfactory to each of them against any claim that may be made against them with respect to the certificate alleged to have been lost, stolen or destroyed.

No Fractional Shares to be Issued

No holder of Latin Metals Shares shall receive fractional securities of Latin Metals and Latin Explore and no cash will be paid in lieu thereof. Any fractions resulting will be rounded to the nearest whole number, with fractions of one-half or greater being rounded to the next higher whole number and fractions of less than one-half being rounded to the next lower whole number.

Proxy Solicitation Requirements

The solicitation of proxies pursuant to this Circular is not subject to the requirements of Section 14(a) of the U.S. Exchange Act; accordingly, this Circular has been prepared in accordance with the disclosure requirements of Canadian securities law. Such requirements are different than those of the United States applicable to registration statements under the U.S. Securities Act and proxy statements under the U.S. Exchange Act. The unaudited pro-forma and audited historical financial statements of Latin Explore and Finco, and the audited carve-out financial statements of the Para Project and the Auquis Project included, or incorporated by reference, in this Circular have been prepared in accordance with IFRS, are subject to Canadian auditing and auditor independence standards, which differ from United States generally accepted accounting principles and auditing and auditor independence standards in certain material respects, and thus may not be comparable to financial statements of United States companies.

APPROVAL OF LATIN EXPLORE INCENTIVE PLAN

In contemplation of the Arrangement, at the Meeting Shareholders will be asked to approve the Latin Explore Incentive Plan Resolution, the full text of which is set out in Appendix "A" to this Circular, subject to the completion of the Arrangement. In order to become effective, the Latin Explore Incentive Plan Resolution will require the approval of at least a simple majority of the votes cast by Latin Metals Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

The board of directors of Latin Explore adopted the Latin Explore Incentive Plan on December 12, 2025. A summary of the Latin Explore Incentive Plan is set forth in Appendix "L" under the heading "*Latin Explore Incentive Plan – Summary of the Latin Explore Incentive Plan*". The summary contained therein does not purport to be complete and is qualified in its entirety by reference to the Latin Explore Incentive Plan, attached to this Circular as Appendix "K".

The Latin Explore Incentive Plan includes: (i) a "rolling" stock option plan component that sets the maximum number of common shares that are issuable pursuant to the exercise of stock options shall not exceed 10% of the issued and outstanding Latin Explore Shares of Latin Explore as at the date of any stock option grant; and (ii) a "fixed" share unit and deferred share unit component. At the Meeting, Shareholders will also be asked to authorize the board of directors of Latin Explore to set the maximum number of Latin Explore Shares reserved for issuance pursuant to the settlement of share units and deferred share units granted under the Latin Explore Incentive Plan to a fixed amount (subject to adjustments) that is equal to ten percent (10%) of the issued and outstanding Latin Explore Shares following the completion of the Arrangement.

Assuming no awards are granted under the Latin Explore Incentive Plan prior to completion of the Arrangement and if the Latin Explore Incentive Plan is approved by Shareholders, upon completion of the Arrangement, it is expected that approximately 4,368,000 Latin Explore Stock Options will be available for grant and 4,368,000 restricted share units, performance share units and/or deferred share units will be available for grant. As of the date of this Circular, Latin Explore has not made a final determination as to the quantum of grants of awards to eligible persons of Latin Explore in connection with the completion of the Arrangement, if any.

The Board has determined that the adoption of the Latin Explore Incentive Plan is in the best interest of the Company, Latin Explore and the Shareholders and accordingly the Board recommends that the Shareholders vote in favour of the adoption of the Latin Explore Incentive Plan. If and when the Latin Explore Shares become listed on the TSXV, the Latin Explore Incentive Plan will also be subject to approval by the TSXV.

PRINCIPAL CANADIAN FEDERAL INCOME TAX CONSEQUENCES

The following summary describes the principal Canadian federal income tax considerations generally applicable under the Tax Act to Latin Metals Shareholders who exchange their Latin Metals Shares pursuant to the Arrangement and who, at all material times, for purposes of the Tax Act: (i) hold their Latin Metals Shares, and will hold their Old Latin Metals Shares, New Latin Metals Shares and Latin Explore Shares (collectively, the "**Subject Securities**") as capital property; and (ii) deal at arm's length, and is not affiliated, with each of Latin Metals and Latin Explore (each, a "**Holder**"). The Subject Securities will generally be considered to be capital property to a Holder provided they are not held in the course of carrying on a business and have not been acquired in a transaction considered to be an adventure or concern in the nature of trade.

This summary does not address the Canadian federal income tax considerations applicable to Latin Metals Option holders or Latin Metals Warrant holders in respect of the Arrangement. Latin Metals Option holders and Latin Metals Warrant holders should consult their own tax advisors regarding the income tax consequences to them in respect of the Arrangement and the matters described in this Circular.

This summary is not applicable to a Holder: (i) that is a "financial institution" (as defined in the Tax Act for purposes of the mark-to-market rules); (ii) that is a "specified financial institution" (as defined in the Tax Act); (iii) an interest in which is a "tax shelter investment" (as defined in the Tax Act); (iv) that makes or has made a functional currency reporting election pursuant to section 261 of the Tax Act; (v) that has entered or will enter into a "derivative forward agreement" or "synthetic equity arrangement" (each as defined in the Tax Act) in respect of any of the Subject Securities; (vi) that is, or beneficially owns their Latin Metals Shares through, a partnership; (vii) that is exempt from tax under Part I of the Tax Act; (viii) that would receive dividends on any of the Subject Securities under or as part of a "dividend rental arrangement" as defined in the Tax Act; or (ix) that is a corporation and is, or becomes as part of a transaction or event or series of transactions or events that include the Arrangement, controlled by a non-resident person or a group of non-resident persons not dealing with each other at arm's length for the purposes of the "foreign affiliate dumping" rules in section 212.3 of the Tax Act. Such Holders should consult their own tax advisors.

This summary is based upon the provisions of the Tax Act in force as at the date hereof, all specific proposals to amend the Tax Act that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Tax Proposals**"), and counsel's understanding of the current published administrative policies and assessing practices of the Canada Revenue Agency (the "**CRA**"). This summary assumes the Tax Proposals will be enacted in the form proposed, although there can be no assurance that the Tax Proposals will be enacted in the form proposed or at all. This summary is not exhaustive of all possible Canadian federal income

tax considerations and, except for the Tax Proposals, this summary does not otherwise take into account or anticipate any changes in applicable law, whether by legislative, governmental or judicial decision or action, nor does it take into account provincial, territorial or foreign tax laws or considerations, which might differ significantly from those discussed herein. No advanced income tax ruling has been sought or obtained from the CRA to confirm the tax consequences of any of the transactions described herein.

This summary assumes that Latin Metals will not make a joint election with any Latin Metals Shareholder under section 85 of the Tax Act in respect of the exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares pursuant to the Arrangement.

This summary is of a general nature only and is not intended to be, and should not be construed as, legal or tax advice to any particular Holder. This summary is not exhaustive of all possible income tax considerations under the Tax Act that may affect a Holder. The income tax consequences of acquiring and disposing of the Subject Securities will vary depending on a number of factors, including the legal status of the Holder, and the province or territory in which a Holder resides. Accordingly, holders or prospective holders of the Subject Securities should consult their own tax advisors with respect to their particular circumstances and the tax consequences to them of acquiring, holding and disposing of the Subject Securities.

The taxation summary contained in this Circular does not address the Canadian federal income tax considerations applicable to any person who becomes a holder of Latin Metals Shares after the Effective Date or any person who receives a Latin Explore Share not pursuant to a Share Exchange (as defined herein) in connection with the Arrangement. Such persons should consult their own tax advisors regarding the income tax consequences to them in respect of the Arrangement and the matters described in this Circular.

HOLDERS RESIDENT IN CANADA

The following portion of the summary is applicable to a Holder who, for purposes of the Tax Act and any applicable income tax treaty or convention, is, or is deemed to be, resident in Canada at all relevant times (a "**Resident Holder**").

Certain Resident Holders whose Subject Securities might not otherwise qualify as capital property may, in certain circumstances, make an irrevocable election under subsection 39(4) of the Tax Act to have the Subject Securities and every "Canadian security" (as defined in the Tax Act) owned by such Resident Holder in the taxation year of the election, and in all subsequent years, deemed to be capital property. Resident Holders should consult their own tax advisors regarding that election.

Alterations to Share Structure and Articles of the Corporation and the Re-Designation of Latin Metals Shares

Consistent with the published administrative position of the CRA, the alterations, pursuant to the Arrangement, to the authorized share structure, Notice of Articles and Articles of Latin Metals should not, in and of themselves, result in Resident Holders being deemed to have disposed of their Latin Metals Shares or otherwise constitute a taxable event for the purposes of the Tax Act. As such, the "adjusted cost base" (as determined for purposes of the Tax Act) ("**ACB**"), within the meaning of the Tax Act, to a Resident Holder of their Latin Metals Shares immediately prior to such alterations should continue to be the ACB of their Old Latin Metals Shares immediately after such alterations.

Exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares

Consistent with the published administrative position of the CRA, an exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares pursuant to the Arrangement (each, a "**Share Exchange**") should be considered to occur "in the course of a reorganization of capital" of Latin Metals, within the meaning of section 86 of the Tax Act.

Provided the aggregate fair market value of all of the Latin Explore Shares received by a Resident Holder on a Share Exchange does not exceed the aggregate "paid-up capital" (as determined for purposes of the Tax Act) ("**PUC**") of all of the Old Latin Metals Shares held by such Resident Holder immediately before the Share Exchange, a receipt of Latin Explore Shares by the Resident Holder on such Share Exchange should not give rise to the deemed receipt of a

dividend by the Resident Holder. Management of Latin Metals expects that the aggregate fair market value of all of the Latin Explore Shares at the time of the Share Exchanges will be substantially less than the aggregate PUC of all of the issued and outstanding Old Latin Metals Shares immediately before the Share Exchanges. If the aggregate fair market value of all of the Latin Explore Shares received by a Resident Holder on a Share Exchange were to exceed the aggregate PUC of all of the Old Latin Metals Shares held by such Resident Holder immediately before the Share Exchange, then the excess will generally be deemed to be a dividend received by the Resident Holder from Latin Metals.

Assuming that the aggregate fair market value of all of the Latin Explore Shares received by a Resident Holder on a Share Exchange does not exceed the aggregate PUC of all of the Old Latin Metals Shares held by such Resident Holder immediately before the Share Exchange, the Resident Holder will be deemed to have disposed of their Old Latin Metals Shares for proceeds of disposition equal to the greater of: (i) the ACB to the Resident Holder of their Old Latin Metals Shares immediately before the Share Exchange, and (ii) the aggregate fair market value at the time of the Share Exchange of the Latin Explore Shares received by such Resident Holder. Consequently, a Resident Holder who receives Latin Explore Shares on a Share Exchange will only realize a capital gain on such Share Exchange if, and to the extent that, the aggregate fair market value of the Latin Explore Shares received by such Resident Holder on the Share Exchange exceeds the ACB to such Resident Holder of its Old Latin Metals Shares immediately before the Share Exchange. See "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*" below for a general description of the treatment of capital gains and capital losses under the Tax Act.

The aggregate cost (and ACB) to a Resident Holder of New Latin Metals Shares acquired on a Share Exchange will be equal to the amount, if any, by which the Resident Holder's ACB of its Old Latin Metals Shares immediately before the Share Exchange exceeds the aggregate fair market value, at the time of the Share Exchange, of the Latin Explore Shares acquired by such Resident Holder on the Share Exchange. The aggregate cost (and ACB) to a Resident Holder of Latin Explore Shares acquired on a Share Exchange will be equal to the aggregate fair market value, at the time of the Share Exchange, of the Latin Explore Shares acquired by such Resident Holder on the Share Exchange.

Disposition of New Latin Metals Shares or Latin Explore Shares after the Arrangement

A Resident Holder that disposes or is deemed to dispose of a New Latin Metals Share or Latin Explore Share, as the case may be, after the Arrangement (other than a disposition to the relevant issuer corporation that is not a sale in the open market in the manner in which shares would normally be purchased by any member of the public in the open market) will generally realize a capital gain (or sustain a capital loss) equal to the amount, if any, by which the proceeds of disposition of the New Latin Metals Share or Latin Explore Share, as applicable, exceeds (or is less than) the ACB to the Resident Holder of such New Latin Metals Share or Latin Explore Share, as applicable, at the time of disposition, less any reasonable costs of disposition. Any such capital gain or capital loss will be subject to the treatment generally described below under "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

Taxation of Capital Gains and Capital Losses

Generally, one-half of any capital gain realized by a Resident Holder in a taxation year will be included in computing the Resident Holder's income for that taxation year as a "**taxable capital gain**" and, generally, one-half of any capital loss sustained in a taxation year (an "**allowable capital loss**") must be deducted from the taxable capital gains realized by the Resident Holder in the same taxation year, in accordance with the rules contained in the Tax Act. Allowable capital losses in excess of taxable capital gains realized by a Resident Holder in a particular taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized by the Resident Holder in such taxation year, subject to and in accordance with the rules contained in the Tax Act.

The amount of any capital loss sustained by a Resident Holder that is a corporation on the disposition of a New Latin Metals Share or Latin Explore Share, as applicable, may be reduced by the amount of any dividends received or deemed to have been received by such Resident Holder on the relevant share (or on a share for which such share was substituted) to the extent and in the circumstances described in the Tax Act. Similar rules may apply where the corporation is a member or beneficiary of a partnership or trust that held the share, or where a partnership or trust of which the corporation is a member or beneficiary is itself a member of a partnership or a beneficiary of a

trust that held the share. Resident Holders to whom these rules may apply should consult their own tax advisors in this regard.

A Resident Holder that is, throughout the relevant taxation year, a "Canadian-controlled private corporation" or a "substantive CCPC" (each as defined in the Tax Act, including the substantive CCPC rules that generally apply to taxation years ending on or after April 7, 2022) may be liable to pay an additional tax (refundable in certain circumstances) on its "aggregate investment income", which includes taxable capital gains, for the year. Resident Holders to whom these rules may apply should consult their own tax advisors in this regard.

Taxation of Dividends

A Resident Holder who is an individual (other than certain trusts) will be required to include in income any dividends received or deemed to be received on the New Latin Metals Shares or Latin Explore Shares, as applicable, and will be subject to the dividend gross-up and tax credit rules applicable to taxable dividends received from taxable Canadian corporations, including the enhanced dividend gross-up and tax credit that may be applicable if and to the extent that Latin Metals or Latin Explore, as the case may be, designates the relevant taxable dividend to be an "eligible dividend" in accordance with the Tax Act. There can be no assurance that any dividend paid by Latin Metals or Latin Explore, as applicable, will be designated as an "eligible dividend" and neither Latin Metals nor Latin Explore have made any commitments in that regard.

A Resident Holder that is a corporation will be required to include in income any dividends received or deemed to be received on the New Latin Metals Shares or Latin Explore Shares, as applicable, and will generally be entitled to deduct an equivalent amount in computing its income, subject to certain limitations set forth in the Tax Act and Tax Proposals. A Resident Holder that is a "private corporation" or a "subject corporation" (each as defined in the Tax Act) may also be liable under Part IV of the Tax Act to pay a special tax (refundable in certain circumstances) on any dividend received or deemed to be received on the New Latin Metals Shares or Latin Explore Shares, as applicable, to the extent that the dividend is deductible in computing the corporation's income for such taxation year.

A Resident Holder that is, throughout the year, a "Canadian-controlled private corporation" or a "substantive CCPC" (each as defined in the Tax Act, including the substantive CCPC rules that generally apply to taxation years ending on or after April 7, 2022) may be subject to an additional tax (refundable in certain circumstances) on its "aggregate investment income", which includes dividends that are not deductible in computing taxable income for such taxation year. Subsection 55(2) of the Tax Act provides that, where certain corporate shareholders receive or are deemed to receive a dividend in specified circumstances, all or part of such dividend may be recharacterized as a capital gain from the disposition of capital property and not as a dividend. For a description of the tax treatment of capital gains and capital losses, see "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*" above. Resident Holders that are corporations should consult their own tax advisors in respect of any dividends received or deemed to be received on the New Latin Metals Shares or Latin Explore Shares, as applicable, having regard to their own circumstances.

Alternative Minimum Tax on Individuals

A Resident Holder who is an individual (including certain trusts) and receives a taxable dividend on, or realizes a capital gain on the disposition of, a share, including an Old Latin Metals Share, New Latin Metals Share or Latin Explore Share, may be liable for minimum tax to the extent and in the circumstances described in the Tax Act. Resident Holders should consult their own tax advisors with respect to the minimum tax provisions.

Dissenting Shareholders

A Resident Holder who validly exercises Dissent Rights and consequently receives a payment from Latin Metals equal to the fair value of such Resident Holder's Latin Metals Shares (each, a "**Dissenting Resident Holder**") will be deemed to receive a taxable dividend in the taxation year equal to the amount, if any, by which the amount received by the Dissenting Resident Holder for its Latin Metals Shares (excluding interest) exceeds the PUC of such Latin Metals Shares determined immediately before the Arrangement. The general tax consequences to a Dissenting

Resident Holder that is deemed to receive a dividend are described above under "*Holders Resident in Canada – Taxation of Dividends*".

A Dissenting Resident Holder will also be deemed to have received proceeds of disposition for their Latin Metals Shares equal to the amount received by the Dissenting Resident Holder for their Latin Metals Shares (excluding interest) less the amount of any dividend deemed to be received as described above. Consequently, a Dissenting Resident Holder will realize a capital gain (or sustain a capital loss) to the extent that such proceeds of disposition exceed (or are less than) the ACB to such Dissenting Resident Holder of its Latin Metals Shares. The general tax consequences to a Dissenting Resident Holder that realizes a capital gain or sustains a capital loss are described above under "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

Any interest awarded to a Dissenting Resident Holder will be included in such Resident Holder's income for the purposes of and in accordance with the Tax Act. Additional income tax considerations may be relevant to Resident Holders who fail to perfect or withdraw their claims pursuant to the Dissent Rights. **Resident Holders should consult their own tax advisors with respect to the tax consequences to them of exercising Dissent Rights.**

Eligibility for Investment – New Latin Metals Shares and Latin Explore Shares

Subject to the provisions of any particular plan, the New Latin Metals Shares will, at the time of their issuance pursuant to the Arrangement, each be a "qualified investment" for a trust governed by a registered retirement savings plan ("**RRSP**"), a registered retirement income fund ("**RRIF**"), a deferred profit sharing plan, a registered education savings plan ("**RESP**"), a registered disability savings plan ("**RDSP**"), a tax-free savings account ("**TFSA**") or a first home savings account ("**FHSA**") as those terms are defined in the Tax Act (collectively, "**Registered Plans**") provided that, at such time, the New Latin Metals Shares are listed on a "designated stock exchange" as defined in the Tax Act (which currently includes Tiers 1 and 2 of the TSXV), or Latin Metals is otherwise a "public corporation" as defined in the Tax Act. Management of Latin Metals expects that the New Latin Metals Shares will be qualified investments as described above at the time such shares are issued pursuant to the Arrangement.

Subject to the provisions of any particular plan, the Latin Explore Shares will each be a "qualified investment" for a Registered Plan at a particular time provided that, at such time, the Latin Explore Shares are listed on a "designated stock exchange" as defined in the Tax Act (which currently includes Tiers 1 and 2 of the TSXV) or Latin Explore is otherwise a "public corporation", as those terms are defined in the Tax Act. Management of Latin Metals and Latin Explore expect that the Latin Explore Shares will be qualified investments as described above at the time such shares are issued pursuant to the Arrangement due to the Latin Explore Shares being listed on the TSXV at that time.

Notwithstanding the foregoing, there can be no assurance whether, or when, the Latin Explore Shares will be listed or traded on the TSXV (or any other "designated stock exchange"). If the Latin Explore Shares are not listed on a designated stock exchange at the time they are issued pursuant to the Arrangement, but then subsequently become listed on a designated stock exchange on or before the filing due date for Latin Explore's T2 income tax return for its first taxation year (the "First Tax Return"), Latin Explore may make an election with the First Tax Return under the Tax Act to have such shares retroactively considered to be qualified investments for Registered Plans from their date of issuance. If a Latin Explore Share is acquired by a Registered Plan at a time when the Latin Explore Share is not a (or retroactively deemed to be a) "qualified investment" under the Tax Act, adverse tax consequences may arise for the Registered Plan and/or the annuitant, subscriber or holder in respect of the Registered Plan, including that the Registered Plan may become subject to a penalty tax, the annuitant or holder of such Registered Plan may be deemed to have received income therefrom, and/or such plan may have its tax-exempt status revoked.

In addition to the foregoing, if any of the New Latin Metals Shares or Latin Explore Shares, as applicable, is a "prohibited investment" for purposes of the Tax Act for an RRSP, RRIF, RESP, RDSP, TFSA or FHSA, the annuitant under such RRSP or RRIF, the subscriber of such RESP, or the holder of such RDSP, TFSA or FHSA, as the case may be, may be subject to a penalty tax under the Tax Act. The New Latin Metals Shares and Latin Explore Shares will generally not be a "prohibited investment" for a particular trust governed by an RRSP, RRIF, RESP, RDSP, TFSA or FHSA if the annuitant, subscriber or holder, as applicable: (i) deals at arm's length with Latin Metals or Latin Explore, as applicable, for purposes of the Tax Act, and (ii) does not have a "significant interest"

(within the meaning of the Tax Act) in Latin Metals or Latin Explore, as applicable, or any other corporation that is related to Latin Metals or Latin Explore, as applicable, for purposes of the Tax Act. In addition, the New Latin Metals Shares and Latin Explore Shares will not be a "prohibited investment" if such shares are "excluded property" (as defined in the Tax Act) for such RRSP, RRIF, RESP, RDSP, TFSA or FHSA.

Holders, subscribers, or annuitants, as the case may be, of Registered Plans which currently hold Latin Metals Shares and will acquire New Latin Metals Shares and Latin Explore Shares pursuant to the Arrangement are urged to consult their own tax advisors having regard to their own particular circumstances.

HOLDERS NOT RESIDENT IN CANADA

The following portion of the summary is applicable to a Holder who, at all relevant times, for purposes of the Tax Act and any applicable income tax treaty or convention: (i) is neither resident in Canada nor deemed to be resident in Canada; (ii) does not and will not, and is not and will not be deemed to, use or hold the Subject Securities in connection with carrying on a business in Canada; (iii) does not carry on an insurance business in Canada; (iv) is not an "authorized foreign bank" (as defined in the Tax Act); (v) is not a "foreign affiliate" (as defined in the Tax Act) of a person resident in Canada; and (vi) is not, and does not deal at non-arm's length with, a "specified shareholder" (as defined in the Tax Act) of Latin Metals (each, a "**Non-Resident Holder**"). A "specified shareholder" for these purposes generally includes a person who (either alone or together with persons with whom that person is not dealing at arm's length for the purposes of the Tax Act) owns or has the right to acquire or control 25% or more of Latin Metals' shares determined on a votes or fair market value basis. Such Holders should consult their own tax advisors with regard to their particular circumstances.

The following portion of this summary, other than the portion under "*Holders Not Resident in Canada* – Dissenting Non-Resident Holders", applies to Non-Resident Holders that are not Dissenting Shareholders.

Alterations to Share Structure and Articles of the Corporation and the Re-Designation of Latin Metals Shares

Consistent with the published administrative position of the CRA, the alterations, pursuant to the Arrangement, to the authorized share structure, Notice of Articles and Articles of Latin Metals should not, in and of itself, result in Non-Resident Holders being deemed to have disposed of their Latin Metals Shares or otherwise constitute a taxable event for the purposes of the Tax Act. As such, the ACB, within the meaning of the Tax Act, to a Non-Resident Holder of their Latin Metals Shares immediately prior to such alterations should continue to be the ACB of their Old Latin Metals Shares immediately after such alterations.

Exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares

Consistent with the published administrative position of the CRA, an exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares pursuant to a Share Exchange should be considered to occur "in the course of a reorganization of capital" of Latin Metals, within the meaning of section 86 of the Tax Act.

The discussion above under "*Holders Resident in Canada – Exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares*" regarding the dividend potentially deemed to be paid by Latin Metals to a Resident Holder as a result of the receipt of Latin Explore Shares by such Resident Holder will also generally apply to a Non-Resident Holder. As noted in the above discussion, Management of Latin Metals does not expect Latin Metals to be deemed to pay a dividend to any Latin Metals Shareholder as a result of a Share Exchange.

Assuming that the aggregate fair market value of all of the Latin Explore Shares received by a Non-Resident Holder on a Share Exchange does not exceed the aggregate PUC of all of the Old Latin Metals Shares held by such Non-Resident Holder immediately before the Share Exchange, the Non-Resident Holder will be deemed to have disposed of its Old Latin Metals Shares for proceeds of disposition equal to the greater of: (i) the ACB to the Non-Resident Holder of its Old Latin Metals Shares immediately before the Share Exchange; and (ii) the aggregate fair market value at the time of the Share Exchange of the Latin Explore Shares received by such Non-Resident Holder. Consequently, a Non-Resident Holder that receives Latin Explore Shares on a Share Exchange will only realize a capital gain on the Share Exchange if, and to the extent that, the aggregate fair market value of the Latin Explore Shares received by such

Non-Resident Holder on the Share Exchange exceeds the ACB to such Non-Resident Holder of its Old Latin Metals Shares immediately before the Share Exchange.

A Non-Resident Holder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non-Resident Holder on a Share Exchange, unless: (i) the Old Latin Metals Shares constitute "taxable Canadian property" (as defined in the Tax Act) of the Non-Resident Holder at the time of the Share Exchange; and (ii) the Non-Resident Holder is not entitled to relief under an applicable income tax convention.

Provided that the Old Latin Metals Shares are listed on a "designated stock exchange" (which currently includes Tiers 1 and 2 of the TSXV), the Old Latin Metals Shares disposed of by a Non-Resident Holder pursuant to the Arrangement will not constitute "taxable Canadian property" to a Non-Resident Holder at the time of a Share Exchange unless, at any particular time during the 60-month period immediately preceding the Share Exchange, both: (i) the Non-Resident Holder, persons with whom the Non-Resident Holder does not deal at arm's length (within the meaning of the Tax Act), partnerships in which the Non-Resident Holder or a person with whom the Non-Resident Holder does not deal at arm's length (within the meaning of the Tax Act) holds a membership interest directly or indirectly through one or more partnerships, or any combination thereof owned 25% or more of the issued Latin Metals Shares; and (ii) more than 50% of the fair market value of the Latin Metals Shares was derived directly or indirectly from one or any combination of: (A) real or immovable property situated in Canada; (B) "Canadian resource properties" (as defined in the Tax Act); (C) "timber resource properties" (as defined in the Tax Act); or (D) an option, an interest or right in such property, whether or not such property exists. The Old Latin Metals Shares may also be deemed to be a taxable Canadian property of a Non-Resident Holder in certain circumstances.

Even if the Old Latin Metals Shares may constitute "taxable Canadian property" for a Non-Resident Holder, such Non-Resident Holder may be exempt from Canadian tax on any capital gain realized on the disposition of such shares by virtue of an applicable income tax treaty or convention to which Canada is a signatory, as potentially modified by the *Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting* ("**MLI**"), of which Canada is a signatory, which affects many of Canada's bilateral tax treaties and the ability to claim benefits thereunder. **Non-Resident Holders for whom Old Latin Metals Shares may constitute "taxable Canadian property" should consult their own tax advisors in that regard.**

If the Old Latin Metals Shares constitute "taxable Canadian property" of a Non-Resident Holder and such Non-Resident Holder is not eligible for relief pursuant to an applicable income tax treaty or convention, as potentially modified by the MLI, then the disposition of such Non-Resident Holder's Old Latin Metals Shares pursuant to the Arrangement will generally be subject to the same Canadian tax consequences applicable to a Resident Holder with respect to the disposition of Old Latin Metals Shares pursuant to the Arrangement, as discussed above under "*Holders Resident in Canada – Exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares*" and "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

The aggregate cost (and ACB) to a Non-Resident Holder of New Latin Metals Shares and Latin Explore Shares acquired on a Share Exchange will be computed in the same manner as described above with respect to a Resident Holder under "*Holders Resident in Canada – Exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares*".

Taxation of Dividends

A Non-Resident Holder who receives, or is deemed to receive, a dividend on the New Latin Metals Shares or Latin Explore Shares, as applicable, will be subject to Canadian withholding tax at the rate of 25% of the gross amount of the dividend, unless that rate is reduced pursuant to the terms of an applicable income tax convention, to which the Non-Resident Holder is entitled to the benefits of, between Canada and another country of which the Non-Resident Holder is resident, as potentially modified by the MLI. By way of example, under the *Convention Between Canada and The United States of America With Respect to Taxes on Income and on Capital*, as amended (the "**Convention**"), where dividends are paid or credited to, or in certain circumstances derived by, a Non-Resident Holder who is a resident of the United States for the purposes of, and who is fully entitled to the benefits of, the Convention, the applicable rate of Canadian withholding tax is generally reduced to 15%. Latin Metals or Latin Explore, as the case may be, will be required to withhold and deduct the required amount of withholding tax from the dividend, and to remit such amount to the CRA for the account of the Non-Resident Holder. Non-Resident

Holders who may be eligible for a reduced rate of withholding tax on dividends pursuant to any applicable income tax convention should consult with their own tax advisors in that regard.

Dissenting Non-Resident Holders

A Non-Resident Holder who validly exercises Dissent Rights and consequently receives a payment from Latin Metals equal to the fair value of such Non-Resident Holder's Latin Metals Shares (each, a "**Dissenting Non-Resident Holder**") will be deemed to receive a taxable dividend in the taxation year equal to the amount, if any, by which the amount received by the Dissenting Non-Resident Holder for its Latin Metals Shares (excluding interest) exceeds the PUC of such Latin Metals Shares determined immediately before the Arrangement. The general tax consequences to a Dissenting Non-Resident Holder that is deemed to receive a dividend are described above under "*Holders Not Resident in Canada – Taxation of Dividends*".

The Dissenting Non-Resident Holder will also be deemed to have received proceeds of disposition for its Latin Metals Shares equal to the amount received by the Dissenting Non-Resident Holder for its Latin Metals Shares (excluding interest) less the amount of any dividend deemed to be received as described above. Consequently, the Dissenting Non-Resident Holder will recognize a capital gain (or sustain a capital loss) to the extent that such proceeds of disposition exceed (or are less than) the ACB to such Dissenting Non-Resident Holder of its Latin Metals Shares.

A Dissenting Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on the disposition of its Latin Metals Shares unless: (i) such Latin Metals Shares constitute "taxable Canadian property" of the Dissenting Non-Resident Holder; and (ii) the Dissenting Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention, as discussed above under "*Holders Not Resident in Canada – Exchange of Old Latin Metals Shares for New Latin Metals Shares and Latin Explore Shares*".

Any interest awarded to a Dissenting Non-Resident Holder will not be subject to Canadian withholding tax, unless such interest is "participating debt interest" (within the meaning of the Tax Act). Additional income tax considerations may be relevant to Non-Resident Holders who fail to perfect or withdraw their claims pursuant to the Dissent Rights.

Non-Resident Holders should consult their own tax advisors with respect to the tax consequences to them of exercising Dissent Rights.

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

Latin Metals Shareholders who are resident in, or citizens of, the United States are advised to consult their own tax advisors to determine the particular United States tax consequences to them of the Arrangement in light of their particular situation, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local, or other taxing jurisdiction. This Circular does not contain a description of the United States tax consequences of the Arrangement or the ownership of Latin Metals Shares, Old Latin Metals Shares, New Latin Metals Shares, Latin Explore Shares or Latin Explore common share purchase warrants.

OTHER MATTERS

Management of the Company is not aware of any other matter to come before the Meeting other than as set forth in the Notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the Shares represented thereby in accordance with their best judgment on such matter, exercising discretionary authority with respect to amendments or various of matters set forth in the Notice of Meeting and other matters which may properly come before the Meeting or any adjournment of the Meeting..

ADDITIONAL INFORMATION

Additional information regarding the Company and its business activities is available on SEDAR+ at www.sedarplus.com under "Issuer Profiles – Latin Metals Inc." The Company's financial information is provided in

the Company's comparative financial statements and related management's discussion and analysis for its most recently completed financial year and may be viewed on the SEDAR+ website at the location noted above. Shareholders of the Company may request copies of the Company's financial statements and related management's discussion and analysis for the financial year ended October 31, 2024 by contacting the Company by mail at 320 Granville Street, Suite 870, Vancouver, British Columbia, Canada, V6C 1S9, attention: Corporate Secretary or by telephone: 604-638-3456.

DATED this 12th day of December, 2025.

ON BEHALF OF THE BOARD OF DIRECTORS

/s/ Keith J. Henderson

Keith J. Henderson
President, Chief Executive Officer and Director

CONSENTS

Consent of Evans & Evans, Inc.

To the Board of Directors of Latin Metals Inc. (the "**Board**") and the Special Committee of the Board (the "**Special Committee**"):

We refer to the opinion letter dated December 8, 2025 (the "**Fairness Opinion**"), which we prepared for the Special Committee and the Board in connection with the plan of arrangement involving Latin Metals Inc. ("**Latin Metals**") and Latin Explore Inc. ("**Latin Explore**").

We consent to the inclusion of the Fairness Opinion and all references to the Fairness Opinion in the management information circular of Latin Metals dated December 12, 2025. The Fairness Opinion was given as at December 8, 2025, and remains subject to the assumptions, qualifications and limitations contained therein. In providing such consent, Evans and Evans, Inc. does not intend that any person other than the Special Committee and the Board will rely on the Fairness Opinion.

DATED as of December 12, 2025.

"Evans & Evans"

Evans & Evans, Inc.
Vancouver, British Columbia

APPENDIX "A"

TRANSACTION RESOLUTIONS

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement (the "**Arrangement**") under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), as more particularly described and set forth in the management information circular of Latin Metals Inc. ("**Latin Metals**") dated December 12, 2025 (the "**Circular**"), be and is hereby authorized, approved and adopted;

2. The plan of arrangement implementing the Arrangement (the "**Plan of Arrangement**") (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), the full text of which is set out as Schedule "A" to the arrangement agreement (as it may be amended or modified in accordance with its terms) dated December 8, 2025 between Latin Metals and Latin Explore Inc. (the "**Arrangement Agreement**") and all transactions contemplated thereby be, and is hereby, authorized, approved and adopted;

3. The Arrangement Agreement, the actions of the directors of Latin Metals in approving the Arrangement Agreement and the actions of the directors and officers of Latin Metals in executing and delivering the Arrangement Agreement and any amendments thereto in accordance with its terms are hereby ratified and approved;

4. Notwithstanding that this special resolution has been passed (and the Arrangement approved) by the shareholders of Latin Metals or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Latin Metals are hereby authorized and empowered without further notice to, or approval of, the shareholders of Latin Metals (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement; and

5. Any one or more directors or officers of Latin Metals is hereby authorized, for and on behalf and in the name of Latin Metals, to execute and deliver, whether under the corporate seal of Latin Metals or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments, and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including: (a) all actions required to be taken by or on behalf of Latin Metals, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Latin Metals; such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

LATIN EXPLORE SHARE EXCHANGE RESOLUTION

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. Subject to the completion of an arrangement involving Latin Metals Inc. ("**Latin Metals**"), Latin Explore Inc. ("**Latin Explore**"), and the shareholders of Latin Metals, as more particularly described and set forth in the management information circular of Latin Metals dated December 12, 2025 (the "**Circular**"), the share exchange between Latin Explore and shareholders of 1559749 B.C. Ltd. ("**Finco**"), in accordance

with and subject to the terms of a share exchange agreement to be entered into by Latin Explore, Finco and shareholders of Finco, pursuant to which, among other things, Latin Explore will acquire all of the issued and outstanding common shares of Finco from the Finco shareholders, be and is hereby authorized and approved, provided that this resolution shall not become effective unless the Arrangement (as defined in the Circular) becomes effective; and

2. Any one director or officer of Latin Metals is hereby authorized, for and on behalf of Latin Metals, to execute and deliver, whether under the corporate seal of Latin Metals or otherwise, all documents, filings and instruments and take all such other actions as may be necessary or desirable to implement and give full effect to this ordinary resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, filings or instruments and the taking of any such actions.

LATIN EXPLORE INCENTIVE PLAN RESOLUTION

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. Subject to the completion of an arrangement involving Latin Metals Inc. ("**Latin Metals**"), Latin Explore Inc. ("**Latin Explore**"), and the shareholders of Latin Metals, as more particularly described and set forth in the management information circular of Latin Metals dated December 12, 2025 (the "**Circular**"), the Omnibus Share Incentive Plan for Latin Explore (the "**Latin Explore Incentive Plan**"), which includes a 10% rolling plan for stock options and a fixed plan for performance-based awards of restricted share units, performance share units and deferred share units, in substantially the form attached as Appendix "K" to the Circular, be and is hereby authorized, approved and confirmed, provided that this resolution shall not become effective unless the Arrangement (as defined in the Circular) becomes effective;

2. Any one director or officer of Latin Metals is authorized to amend the Latin Explore Incentive Plan should such amendments be required by applicable regulatory authorities including, but not limited to, the TSX Venture Exchange;

3. Notwithstanding the foregoing authorizations, the board of directors of Latin Explore is authorized to make amendments to the aggregate maximum number of common shares of Latin Explore reserved for issuance from treasury pursuant to the settlement of share units and deferred share units granted under the Latin Explore Incentive Plan, which shall be set by the board of directors to a fixed amount (subject to adjustments) that is equal to 10% of the issued and outstanding common shares of Latin Explore, following the completion of the Arrangement (as such term is defined in the Circular); and

4. Any one director or officer of Latin Explore is hereby authorized, for and on behalf of Latin Explore, to execute and deliver, whether under the corporate seal of Latin Explore or otherwise, all documents, filings and instruments and take all such other actions as may be necessary or desirable to implement and give full effect to this ordinary resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, filings or instruments and the taking of any such actions.

APPENDIX "B"

LATIN EXPLORE FINANCIAL STATEMENTS AND MD&A

See attached.

LATIN EXPLORE INC.

Financial Statements

FOR THE PERIOD FROM INCORPORATION (OCTOBER 7, 2025) TO OCTOBER 31, 2025

(Expressed in Canadian Dollars)

Corporate Registered Office

Suite 880 – 320 Granville Street,
Vancouver, BC, V6C 1S9, Canada
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INDEPENDENT AUDITOR'S REPORT

To the Shareholder of Latin Explore Inc.:

Opinion

We have audited the financial statements of the Latin Explore Inc. (the "Company") which comprise the statement of financial position as at October 31, 2025, and the statement of loss and comprehensive loss, statement of changes in shareholder's equity (deficit) and statement of cash flows for the period from incorporation on October 7, 2025 to October 31, 2025, and notes to the financial statements, including material accounting policy information.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at October 31, 2025, and its financial performance and its cash flows for the period from incorporation on October 7, 2025 to October 31, 2025 in accordance with IFRS Accounting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 in the financial statements, which describes conditions indicating that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

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Now, for tomorrow

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Baker Tilly WM LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Vancouver, B.C.
December 8, 2025

Latin Explore Inc.
Statement of Financial Position
(Expressed in Canadian dollars)

		October 31, 2025
ASSETS		
Current assets		
Cash	$	1
Total Assets	**$**	**1**
LIABILITIES AND EQUITY		
Current liabilities		
Accounts payable and accrued liabilities	$	30,700
	$	30,700
Shareholder's equity (deficit)		
Share capital (Note 4)	$	1
Deficit		(30,700)
		(30,699)
Total Liabilities and Shareholder's Equity	**$**	**1**

Nature and Continuance of Operations (Note 1)
Events After the Reporting Period(Note 1)

These financial statement were approved for issuance on December 8, 2025 by:

"Keith Henderson" Director

The accompanying notes are an integral part of these financial statements.

LATIN EXPLORE INC.
Statement of Loss and Comprehensive Loss
(Expressed in Canadian dollars)

		For the period from incorporation on October 7, 2025 to October 31, 2025
EXPENSES		
Audit and legal	$	30,700
Total expenses	**$**	**30,700**
Net loss and comprehensive loss for the period	**$**	**30,700**
Net loss per share – basic and diluted	$	30,700
Weighted number of common shares outstanding – basic and diluted		1

The accompanying notes are an integral part of these financial statements.

LATIN EXPLORE INC.
Statement of Changes in Shareholder's Equity (Deficit)
For the period from incorporation on October 7, 2025 to October 31, 2025
(Expressed in Canadian dollars)

	Number of shares	Amount	Accumulated Deficit	Total
Balance, October 8, 2025	**-**	**$ -**	**$ -**	**$ -**
Common shares issued during the period (Note 4)	1	1	-	1
Net loss and comprehensive loss for the period	-	-	(30,700)	(30,700)
Balance, October 31, 2025	**1**	**$ 1**	**$ (30,700)**	**$ (30,699)**

The accompanying notes are an integral part of these financial statements.

LATIN EXPLORE INC.
Statement of Cash Flows
(Expressed in Canadian dollars)

	For the period from incorporation on October 7, 2025 to October 31, 2025
CASH FLOWS FROM (USED IN) OPERATING ACTIVITIES	
Loss for the period	$ (30,700)
Changes in non-cash working capital	
Accounts payable and accrued liabilities	30,700
Cash flows used in operating activities	-
CASH FLOWS FROM FINANCING ACTIVITIES	
Issuance of common shares	1
Net cash from financing activities	1
Change in cash for the period	1
Cash, beginning of the period	-
Cash, end of the period	$ 1

The accompanying notes are an integral part of these statements.

1. NATURE AND CONTINUANCE OF OPERATIONS

Latin Explore Inc. (the "Company") was incorporated under the laws of the Province of British Columbia on October 7, 2025. On November 26, 2025, the Company changed its name to Latin Explore Inc. from 1559671 B.C. LTD. The Company's head office and registered office is located at Suite 880, 320 Granville Street, Vancouver, B.C., V6C 1S9.

The Company is a wholly-owned subsidiary of Latin Metals Inc. ("Latin Metals")[1]. The Company is investigating and evaluating business opportunities to either acquire or in which to participate.

Plan of Arrangement and Financing

On December 8, 2025, Latin Metals and the Company entered into an arrangement agreement (the "Arrangement Agreement") in respect of an arrangement (the "Arrangement") pursuant to which the parties intend to complete a spin-out transaction of Latin Metals' Para and Auquis projects in Peru (the "Spin-Out Projects") in consideration for common shares of the Company to be distributed to existing Latin Metals shareholders pursuant to a court-approved plan of arrangement (the "Plan of Arrangement") under Part 9, Division 5 of the Business Corporations Act (British Columbia). Latin Metals will also retain common shares of Latin Explore.

The Arrangement Agreement contemplates that, prior to the effective time of the Plan of Arrangement, the Company will acquire all of the issued and outstanding shares of 1559749 B.C. LTD. ("FinCo")[2], by issuing shares to FinCo shareholders on a one-to-one basis, pursuant to a separate share exchange agreement. On November 26, 2025, the Company and FinCo signed a Letter of Intent (the "LOI") setting out the terms of the proposed business combination whereby the Company would acquire FinCo (the "Business Combination").

In connection with the Business Combination and the Arrangement, FinCo has begun seeking subscriptions for a non-brokered private placement (the "Financing") of up to 25,000,000 subscription receipts at a price of $0.10 per receipt, for gross proceeds of up to $2,500,000. Each subscription receipt will automatically convert into one unit upon satisfaction of specified escrow release conditions, each unit consisting of one common share and one-half of one common share purchase warrant. Each whole warrant entitles the holder to acquire one additional common share at a price of $0.20 for a period of 24 months following closing. The escrow release conditions include (i) approval of the Plan of Arrangement by Latin Metals shareholders, (ii) receipt of a final order of the Supreme Court of British Columbia approving the Plan of Arrangement, and (iii) confirmation by the FinCo's board that the Business Combination will be completed substantially in accordance with the LOI. The gross proceeds of the Financing will be held in escrow until the escrow release conditions are satisfied or waived. If these conditions are not met within 180 days of the closing of the financing, and unless FinCo extends this outside date by an additional thirty-day period, the escrowed proceeds will be returned to subscribers on a pro rata basis. To the extent there is any shortfall in returning funds to subscribers, FinCo will be required to contribute the amount necessary to eliminate the deficiency. Once released from escrow, the net proceeds are intended to be used by Latin Explore, following completion of the share exchange, to fund exploration work programs and for general working capital purposes.

FinCo may pay finder's fees on all or a portion of the Financing, consisting of a cash commission equal to up to 7% of the total gross proceeds raised and non-transferable finder's warrants (each, a "Finder's Warrant") equal to up to 7% of the total number of subscription receipts issued. Each Finder's Warrant will be exercisable into one common share of FinCo at an exercise price of $0.10 per share for a period of 12 months from the date of issuance.

Upon closing of the share exchange between the Company and FinCo, each FinCo common share will be exchanged for one common share of the Company, and each FinCo warrant will become exercisable to acquire one common share of the Company on the same terms established at issuance.

[1] Latin Metals is a reporting issuer in the Provinces of British Columbia and Alberta. Its shares trade on the TSX Venture Exchange Venture under the symbol LMS.V.
[2] FinCo is a private company incorporated under the laws of the Province of British Columbia on October 8, 2025.

1. NATURE AND CONTINUANCE OF OPERATIONS *(Cont'd…)*

It is contemplated under the LOI that following completion of the Arrangement (assuming completion of the Financing), the Company will be the parent company of FinCo, and the shareholders of FinCo will hold approximately 65% of the issued and outstanding shares of the Company, Latin Metals shareholders will hold approximately 28%, and Latin Metals will retain approximately 7%.

The closing of the Arrangement is subject to receipt of shareholder approval, court approval, and conditional approval of the TSX Venture Exchange. There can be no assurance that the Plan of Arrangement or the Financing will close as planned or at all.

These transactions were executed subsequent to year end and therefore have not been reflected in the financial statements as at and for the year ended October 31, 2025. The transactions represent significant subsequent events that will materially affect the Company's future operations, capital structure and the interests of its shareholders.

These financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the payment of liabilities in the ordinary course of business. At October 31, 2025, the Company had no sources of revenue and an accumulated deficit of $30,700. At October 31, 2025 the Company recorded a net loss of $30,700, the Company had cash of $1 and working capital deficit of $30,699. These conditions raise a material uncertainty which may cast significant doubt on the Company's ability to continue as a going concern.

The Company's ability to continue as a going concern and the recoverability of past expenditures mainly in day-to-day operations are dependent upon the ability of the Company to obtain necessary financing and/or loans to successfully complete its future objectives. These financial statements do not include any adjustments for the recoverability and classification of assets and classification of liabilities that might be necessary, should the Company be unable to continue as a going concern.

2. BASIS OF PREPARATION

Statement of compliance

These financial statements have been prepared in accordance with IFRS Accounting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"), and interpretations of the IFRS Interpretations Committee ("IFRIC").

Basis of preparation

These financial statements have been prepared on a historical cost basis and are presented in Canadian dollars unless otherwise noted. The policies set out below were consistently applied to all periods presented unless otherwise noted.

Critical judgments and sources of estimation uncertainty

The preparation of the financial statements requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, profit and expenses. The estimates and associated assumptions are continuously evaluated and are based on historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results may differ from these estimates.

There were no significant assumptions about the future and other sources of estimation uncertainty that management has made at the statement of financial position reporting date.

3. MATERIAL ACCOUNTING POLICY INFORMATION

Financial instruments

(i) Classification
The Company classifies its financial instruments in the following categories: at fair value through profit or loss ("FVTPL"), at fair value through other comprehensive income ("FVOCI") or at amortized cost. The Company determines the classification of financial assets at initial recognition. The classification of debt instruments is driven by the Company's business model for managing the financial assets and their contractual cash flow characteristics. Equity instruments that are held for trading are classified as FVTPL. For other equity instruments, on the day of acquisition the Company can make an irrevocable election (on an instrument-by-instrument basis) to designate them as at FVOCI. Financial liabilities are measured at amortized cost, unless they are required to be measured at FVTPL (such as instruments held for trading or derivatives) or if the Company has opted to measure them at FVTPL.

(ii) Measurement
Financial assets and liabilities at amortized cost are initially recognized at fair value plus or minus transaction costs, respectively, and subsequently carried at amortized cost less any impairment. Accounts payable and accrued liabilities are classified as amortized cost. Financial assets and liabilities carried at FVTPL are initially recorded at fair value. Realized and unrealized gains and losses arising from changes in the fair value of the financial assets and liabilities held at FVTPL are included in comprehensive income (loss) in the period in which they arise. Cash is classified as FVTPL. Financial assets and liabilities carried at FVOCI are initially recorded at fair value. Unrealized gains and losses arising from changes in the fair value of the financial assets and liabilities held at FVOCI are included in comprehensive income (loss) in the period in which they arise. As at October 31, 2025 the Company has not classified any financial assets or liabilities as FVOCI.

(iii) Impairment of financial assets at amortized cost
The Company recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost. At each reporting date, the Company measures the loss allowance for the financial asset at an amount equal to the lifetime expected credit losses if the credit risk on the financial asset has increased significantly since initial recognition. If at the reporting date, the financial asset has not increased significantly since initial recognition, the Company measures the loss allowance for the financial asset at an amount equal to the twelve month expected credit losses. Regardless of whether credit risk has increased significantly, the loss allowance for trade receivables without a significant financing component classified at amortized cost, are measured using the lifetime expected credit loss approach. The Company shall recognize in the statements of comprehensive income (loss), as an impairment gain or loss, the amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date to the amount that is required to be recognized.

(iv) Derecognition
The Company derecognizes financial assets only when the contractual rights to cash flows from the financial assets expire, or when it transfers the financial assets and substantially all of the associated risks and rewards of ownership to another entity. Gains and losses on derecognition are generally recognized in the statements of comprehensive income (loss).

Share Capital

Common shares are classified as equity. Transaction costs directly attributable to the issuance of common shares and share options are recognized as a deduction from equity

Income tax

Income tax expense is comprised of both current and deferred taxes. Income tax expense is recognized in the statement of loss and comprehensive loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity. Current tax is the expected tax payable on the taxable income for the period, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

3. MATERIAL ACCOUNTING POLICY INFORMATION *(Cont'd…)*

Income tax *(Cont'd…)*

Deferred tax is provided for temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and recognized only to the extent that it is probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current income tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Foreign currency translation

Functional and presentation currency
The Company's functional currency, being the currency of the primary economic environment in which the Company operates, is the Canadian dollar. The financial statements are presented in Canadian dollars.

Foreign currency transactions
Foreign currency transactions are translated into the functional currency using the exchange rates published by the Bank of Canada and prevailing on the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation, at year end exchange rates, of monetary assets and liabilities dominated in foreign currencies are recognized in comprehensive loss.

Loss per share

Basic and diluted loss per share is determined by dividing the loss attributable to common shareholders by the weighted average number of common shares outstanding during the reporting period. Diluted loss per share is not adjusted for the effect of diluted securities, nor separately presented, as the effect of securities exercisable into common shares would be anti-dilutive.

4. SHARE CAPITAL

Authorized
Unlimited number of common shares without par value.

Issued
As at October 31, 2025, there is 1 common share issued and outstanding.

5. FINANCIAL RISK MANAGEMENT

Fair Value

IFRS 13 establishes a fair value hierarchy, for financial instruments measured at fair value that reflects the significance of inputs in making fair value measurement as follows:

- Level 1 – quoted prices in active markets for identical assets or liabilities
- Level 2 – inputs other than quoted prices included in Level 1 that are observable for the assets or liabilities, either directly (i.e. as prices) or indirectly (i.e. from derived prices); and
- Level 3 – inputs for the asset or liability that are not based upon observable market data

5. FINANCIAL RISK MANAGEMENT *(Cont'd…)*

The recorded accounts payable and accrued liabilities approximate their fair value due to their short-term nature. The fair value of cash under the fair value hierarchy is determined using Level 1 inputs.

The Company's financial instruments are exposed to credit risk, liquidity risk and market risk.

(a) Credit Risk

Credit risk is the risk of an unexpected loss if counterparty to a financial instrument fails to meet its contractual obligations. The credit risk associated with cash is believed to be minimal as cash held by the Company is minimal. The Company does not believe it is exposed to significant credit risk.

(b) Liquidity Risk

Liquidity risk is the risk that the Company will encounter difficulty in satisfying financial obligations as they become due. The Company attempts to ensure that there is sufficient capital in order to meet short-term business requirements. Management monitors the Company's contractual obligations and other expenses to ensure adequate liquidity is maintained. As at October 31, 2025, the Company had contractual obligations consisting of accounts payable and accrued liabilities of $30,700 due within 30 days of the reporting date. The Company held only $1 in cash at period-end, resulting in a liquidity shortfall and an inability to satisfy its obligations without obtaining additional financing. There is no assurance that such financing will be available when required or on acceptable terms. The Company assesses liquidity risk as high.

(c) Market Risk

Market risk is the risk that the fair value or future cash flows from a financial instrument will fluctuate because of changes in market prices or prevailing conditions. Market risk consists of currency risk, interest rate risk and other price risk.

(i) Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company holds no financial instruments that are denominated in a currency other than Canadian dollars. As at October 31, 2025, the Company is not exposed to currency risk.

(ii) Interest rate risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. The Company's sensitivity to interest rates relative to its cash balances is currently immaterial. The Company also has no long-term debt with variable interest rates, so it has no negative exposure to changes in the market interest rate.

(iii) Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate due to changes in market prices (other than those arising from interest rate risk or currency risk), whether those changes are caused by factors specific to the individual financial instrument or its issuer by factors affecting all similar financial instruments traded in the market. As at October 31, 2025, the Company is not exposed to other price risk.

6. CAPITAL MANAGEMENT

The capital structure of the Company consists of equity attributable to common shareholders, comprising of issued capital and deficit. The Company's capital deficit as of October 31, 2025 is $(30,699).

The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern and to maintain a flexible capital structure which optimizes the costs of capital at an acceptable risk. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow or adjust the amount of cash. The Company is not subject to any externally imposed capital requirements.

(Expressed in Canadian dollars)

7. INCOME TAXES

A reconciliation of income tax expense (recovery) at statutory rates with the reported income taxes (recovered) is as follows:

	For the period from incorporation on October 7, 2025 to October 31, 2025
Loss before income taxes	$ (30,700)
Combined statutory tax rate	26.5%
Expected recovery at statutory rate	(8,136)
Change in unrecognized deferred tax asset	8,136
	$ -

At October 31, 2025, the Company's unrecognized deductible temporary differences and unused tax losses are attributable to the following:

	For the period from incorporation on October 7, 2025 to October 31, 2025
Non-capital losses carry-forwards	$ 30,700
Less: tax benefits not recognized	$ (30,700)
	$ -

In assessing the ability to realize deferred tax assets, management considers whether it is probable that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those deferred tax assets are deductible.

As at October 31, 2025, the Company had non-capital losses of approximately $30,700 that expire in 2045.

LATIN EXPLORE INC.

Management's Discussion and Analysis

For the period from incorporation on October 7, 2025 to October 31, 2025

(Expressed in Canadian Dollars)

Corporate Registered Office
Suite 880 – 320 Granville Street,
Vancouver, BC, V6C 1S9, Canada
Tel: 604-638-3456

INTRODUCTION

Latin Explore Inc. ("Latin Explore" or the "Company") was incorporated under the laws of the Province of British Columbia on October 7, 2025. On November 26, 2025 the Company changed its name to Latin Explore Inc. from 1559671 B.C. LTD. The Company's head office and registered office is located at Suite 880, 320 Granville Street, Vancouver, B.C., V6C 1S9.

The Company is a wholly-owned subsidiary of Latin Metals Inc. ("Latin Metals"). On October 24, 2025, Latin Metals announced that it has initiated a spin-out (the "Spin-out" or the "Transaction") of its Auquis and Para project (collectively, the "Property"), located in Peru. Under the Transaction, Latin Explore will assume ownership of the Property, and Latin Explore will issue shares to Latin Metals in consideration for the transfer. Latin Metals intends to complete the Transaction by way of a Plan of Arrangement and apply to list the common shares of Latin Explore on the TSX Venture Exchange ("TSXV").

Prior to completing the Transaction, Latin Explore will undertake a share exchange (the "Share Exchange") with a private British Columbia company ("FinCo"). Finco will have completed a non-brokered private placement of 25,000,000 subscription receipts at a price of $0.10 per subscription receipt for gross proceeds of $2,500,000 (the "Concurrent Financing").

The Transaction, the Concurrent Financing and the Share Exchange are conditional on shareholder, court and TSXV approval. There is no certainty that such approvals will be obtained, that the conditions to closing will be satisfied, or that the transactions will proceed on the terms currently proposed, or at all (see *"**Proposed Transactions**"*).

The Company has no operating assets, no revenue, and only nominal cash as at October 31, 2025. Its activities to date consist entirely of corporate formation, legal structuring, and audit-related work associated with the proposed Transaction.

DATE

The following MD&A, which is dated of December 8, 2025, provides a review of the activities, results of operations and financial condition of Latin Explore as at and for the period from incorporation on October 7, 2025 to October 31, 2025, as well as future prospects of the Company. This MD&A should be read in conjunction with the audited financial statements of the Company as at and for the period from incorporation on October 7, 2025 to October 31, 2025, along with the notes thereto (the "Audited Financial Statements").

All dollar amounts in this MD&A are express in Canadian dollars unless otherwise specified.

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

This MD&A contains certain forward-looking information and forward-looking statements (collectively referred to herein as "forward-looking statements"), as defined in applicable Canadian and U.S. securities legislation. These statements relate to future events or the Company's future performance. All statements other than statements of historical fact are forward-looking statements. Information concerning mineral resource/reserve estimates and the economic analysis thereof contained in preliminary economic analyses or prefeasibility studies also may be deemed to be forward-looking statements in that they reflect a prediction of the mineralization that would be encountered, and the results of mining that mineralization, if a mineral deposit were developed and mined. Often, but not always, forward-looking statements can be identified by the use of words such as "plans", "expects", "is expected", "budget", "scheduled", "estimates", "continues", "forecasts", "projects", "predicts", "intends", "anticipates" or "believes", or variations of, or

the negatives of, such words and phrases, or statements that certain actions, events or results "may", "could", "would", "should", "might" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results to differ materially from those anticipated in such forward-looking statements. The forward-looking statements in this MD&A speak only as of the date of this MD&A or as of the date specified in such statement.

These forward-looking statements include, but are not limited to, statements concerning the proposed plan of arrangement involving Latin Metals and the Company, the anticipated timing and completion of the arrangement, the proposed acquisition of FinCo, the expected terms and closing of the Financing, the anticipated capital structure of the Company following completion of the contemplated transactions, and the Company's future business plans and objectives.

Although the management believes that such statements are reasonable, it can give no assurance that such expectations will prove to be correct. Inherent in forward looking statements are risks and uncertainties beyond the Company's ability to predict or control, including, but not limited to, risks that the arrangement, the Business Combination, or the Financing may not close on the anticipated terms or at all; risks relating to regulatory or judicial outcomes; market volatility; liquidity risks; the Company's ability to operate as a going concern in the absence of new financing; risks inherent in early-stage companies with no operating history, and other risks identified under "Risk Factors" in this MD&A.

The Company cautions investors that any forward-looking statements by the Company are not guarantees of future performance, and that actual results are likely to differ, and may differ materially, from those expressed or implied by forward looking statements contained in this MD&A.

These forward-looking statements are made as of the date hereof and the Company does not intend and does not assume any obligation, to update these forward-looking statements, except as required by applicable law. For the reasons set forth above, investors should not attribute undue certainty to or place undue reliance on forward-looking statements.

SELECTED FINANCIAL INFORMATION

The following table sets forth selected annual financial information for the period from incorporation on October 7, 2025 to October 31, 2025. The following selected financial information has been derived from the audited financial statements of the Company and accompanying notes, prepared in accordance with IFRS, unless otherwise noted, and should be read in conjunction with the Audited Financial Statements.

	For the period from incorporation on October 7, 2025 to October 31, 2025
Loss and comprehensive loss for the period	$ (30,700)
Total assets	1
Total liabilities	(30,700)
Total owner's capital	30,699
Shares outstanding	1
Working capital deficit	(30,699)

SUMMARY OF QUARTERLY RESULTS

Quarterly results for each of the eight most recently completed quarters is not available as the Company was incorporated on October 7, 2025.

RESULTS OF OPERATIONS

For the period from incorporation on October 7, 2025 to October 31, 2025

The Company recorded a net loss of $30,700 for the period from incorporation on October 7, 2025 to October 31, 2025. The loss relates entirely to professional fees incurred to prepare for the Transaction, Share Exchange, and the required audited financial statements. No operations or exploration activities occurred during the reporting period.

FINANCIAL CONDITIONS, LIQUIDITY AND CAPITAL RESOURCES

As at October 31, 2025, the Company had nominal cash of $1, accounts payable and accrued liabilities of $30,700, and a working capital deficit of $30,699.

The Company has no revenue-generating operations, and its ability to meet obligations depends entirely on external financing. The financial statements note a material uncertainty regarding the Company's ability to continue as a going concern.

The anticipated Concurrent Financing by FinCo (up to $2.5 million), if completed, is expected to provide the working capital necessary to advance the spin-out projects and fund working capital. There is no assurance that financing will be available or completed on the expected timeline.

FINANCIAL RISK MANAGEMENT

The recorded accounts payable and accrued liabilities approximate their fair value due to their short-term nature. The fair value of cash under the fair value hierarchy is determined using Level 1 inputs.

The Company is exposed in varying degrees to a variety of financial instrument related risks. The type of risk exposure and the way in which such exposure is managed is provided as follows:

Credit risk

Credit risk is the risk of an unexpected loss if counterparty to a financial instrument fails to meet its contractual obligations. The credit risk associated with cash is believed to be minimal as cash held by the Company is minimal. The Company does not believe it is exposed to significant credit risk.

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in satisfying financial obligations as they become due. The Company attempts to ensure that there is sufficient capital in order to meet short-term business requirements. Management monitors the Company's contractual obligations and other expenses to ensure adequate liquidity is maintained. As at October 31, 2025, the Company had contractual obligations consisting of accounts payable and accrued liabilities of $30,700 due within 30 days of the reporting date. The Company held only $1 in cash at period-end, resulting in a liquidity shortfall and an inability to satisfy its obligations without obtaining additional financing. There is no assurance that such financing will be available when required or on acceptable terms.

The Company assesses liquidity risk as high.

Market risk

Market risk is the risk that the fair value or future cash flows from a financial instrument will fluctuate because of changes in market prices or prevailing conditions. Market risk consists of currency risk, interest rate risk and other price risk.

(i) Currency risk

The Company holds no financial instruments that are denominated in a currency other than Canadian dollars. As at October 31, 2025, the Company is not exposed to currency risk.

(ii) Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company has no outstanding debt subject to variable interest. Accordingly, the Company does not believe it is exposed to significant interest rate risk.

(iii) Other price risk

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate due to changes in market prices (other than those arising from interest rate risk or currency risk), whether those changes are caused by factors specific to the individual financial instrument or its issuer by factors affecting all similar financial instruments traded in the market. As at October 31, 2025, the Company is not exposed to other price risk.

CAPITAL RISK MANAGEMENT

The capital structure of the Company consists of equity attributable to common shareholders, comprising of issued capital and deficit. The Company's capital deficit as of October 31, 2025 is $(30,699).

The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern and to maintain a flexible capital structure which optimizes the costs of capital at an acceptable risk. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow or adjust the amount of cash. There can be no assurance that the Company will be successful in its efforts to arrange additional financing on terms satisfactory to the Company or at all.

The Company is not subject to any externally imposed capital requirements.

RELATED PARTIES TRANSACTIONS

None.

OFF BALANCE SHEET ARRANGEMENTS

The Company is not a party to any off-balance sheet arrangements or transactions.

OUTSTANDING SHARE DATA

The Company had 1 (one) common share issued and outstanding as at October 31, 2025 and December 8, 2025. The Company has not issued any warrants, options or other convertible securities.

Following the Transaction and the Share Exchange (if completed), the Company's capital structure will change materially.

PROPOSED TRANSACTONS

On December 5, 2025, Latin Metals has entered into an arrangement agreement (the "Arrangement Agreement") with Latin Explore pursuant to which the parties intend to pursuant to which the parties intend to complete a spin-out transaction of Latin Metals' Para and Auquis projects in Peru in consideration for common shares of the Company to be distributed to existing Latin Metals shareholders pursuant to a court-approved plan of arrangement (the "Plan of Arrangement") under Part 9, Division 5 of the Business Corporations Act (British Columbia). Latin Metals will also retain common shares of Latin Explore.

Arrangement Details

The Transaction is expected to proceed by way of a statutory plan of arrangement under the Business Corporations Act (British Columbia) (the "Arrangement").

Under the Arrangement, Latin Metals will distribute approximately 10,944,000 common shares of Latin Explore ("Latin Explore Shares") to shareholders of Latin Metals on the share distribution record date, which will be the business day immediately preceding the effective date of the Arrangement or such other date as determined by the board of directors. Latin Metals is expected to retain approximately 2,736,000 Latin Explore Shares.

Prior to completing the Arrangement, Latin Explore will undertake a share exchange with 1559749 B.C. LTD - a private British Columbia company ("FinCo"). FinCo will have completed a non-brokered private

placement of 25,000,000 subscription receipts at a price of $0.10 per subscription receipt for gross proceeds of $2,500,000 (the "Concurrent Financing"). Each subscription receipt will convert into one FinCo unit upon satisfaction of specified escrow release conditions (the "Escrow Release Conditions"). Each FinCo unit will consist of one Finco common share and one-half of one Finco common share purchase warrant, with each whole warrant exercisable into one additional Finco share at an exercise price of $0.20 for a period of twenty-four months.

Upon closing of the share exchange between Latin Explore and FinCo, each FinCo common share will be exchanged for one Latin Explore Share, and each FinCo warrant will become exercisable to acquire one Latin Explore Share on the same terms established at issuance.

FinCo may pay finder's fees on all or a portion of the Financing, consisting of a cash commission equal to up to 7% of the total gross proceeds raised and non-transferable finder's warrants (each, a "Finder's Warrant") equal to up to 7% of the total number of subscription receipts issued. Each Finder's Warrant will be exercisable into one common share of FinCo at an exercise price of $0.10 per share for a period of 12 months from the date of issuance

The gross proceeds of the Concurrent Financing will be held in escrow until the Escrow Release Conditions are satisfied or waived. If these conditions are not met within 180 days of the closing of the financing, and unless Finco extends this outside date by an additional thirty-day period, the escrowed proceeds will be returned to subscribers on a pro rata basis. To the extent there is any shortfall in returning funds to subscribers, Finco will be required to contribute the amount necessary to eliminate the deficiency. Once released from escrow, the net proceeds are intended to be used by Latin Explore, following completion of the share exchange, to fund exploration work programs and for general working capital purposes.

Following completion of the Arrangement, it is anticipated that shareholders of Latin Metals will collectively hold approximately 28% of the issued and outstanding Latin Explore Shares, Latin Metals will hold approximately 7%, and the shareholders of Finco will hold approximately 65%. Upon closing of the Arrangement, Latin Explore will become a reporting issuer in British Columbia and Alberta and intends to apply for a listing of its shares on the TSXV, subject to meeting all applicable listing requirements.

Completion of the Arrangement is subject to a number of conditions, including approval of at least two-thirds of the votes cast by Latin Metals' shareholders at a special meeting, approval of the Supreme Court of British Columbia, acceptance of the TSXV, and satisfaction of customary closing conditions. There can be no assurance that these approvals will be obtained or that the Arrangement will be completed on the terms contemplated, or at all.

RISKS AND UNCERTAINTIES

The Company is subject to a number of risks and uncertainties that could materially affect its future performance, financial position, and ability to execute its business strategy. The following risks are not exhaustive but represent the most significant factors that should be considered. The users of this information, including but not limited to investors and prospective investors, should read it in conjunction with all other disclosure documents provided including but not limited to all documents filed on SEDAR+ (www.sedarplus.ca) for Latin Metals and the Company.

Going Concern Risk

The Company has no revenue, minimal cash, and a working capital deficit of $30,699 as at October 31, 2025. Its ability to continue as a going concern depends entirely on obtaining external financing. Failure to

raise sufficient capital would impair the Company's ability to satisfy liabilities, complete the proposed transactions, or pursue any business activities.

Financing Risk

The Company does not currently have the financial resources to meet its obligations or fund operations. Completion of the Concurrent Financing by FinCo is uncertain and subject to market conditions, investor interest, and satisfaction of escrow release conditions. There is no assurance that the financing will close on the expected terms or at all. Without successful financing, the Company will be unable to proceed with its business plan.

Transaction Risk - Transaction and Share Exchange

The Transaction, including the Spin-Out, the acquisition of FinCo, and the Share Exchange, requires shareholder, court, and TSXV approval. Delays, amendments, or failure to obtain such approvals could prevent the transactions from closing. Even if approvals are obtained, there is no guarantee the transactions will be completed on the anticipated timeline or terms.

Nature of the Securities and No Assurance of any Listing

The Company's shares are not currently listed on any stock exchange and there is no assurance that the shares will be listed. Even if a listing is obtained, the holding of the Company's shares will involve a high degree of risk and investors should be aware of the possibility of the loss of their entire investment.

Early-Stage Company / No Operating History

The Company has no operating history, no mineral projects, and no exploration assets as at the reporting date. Its future operations depend entirely on the successful completion of the Arrangement, after which it will assume the Para and Auquis Projects. There is no assurance the Company will be able to develop a viable business or that the acquired projects will generate economic returns.

Mineral Exploration Risk

If the Arrangement closes and the Company acquires the spin-out assets, it will be subject to the risks inherent in mineral exploration, including uncertain geology, limited historical data, difficulty in identifying economically recoverable resources, limited access to skilled personnel, and the possibility that exploration expenditures may not result in viable mineral deposits.

Regulatory and Permitting Risk

Both the Transaction and any future exploration activities are subject to extensive regulatory requirements in British Columbia, Peru, and potentially other jurisdictions. Changes in legislation, permitting delays, or failure to comply with regulatory obligations could adversely affect the Company.

Market and Commodity Price Risk

Future operations, if established, may be affected by fluctuations in commodity prices, capital markets volatility, and investor sentiment toward junior exploration companies. Market downturns could reduce access to financing and impair the value of the Company's assets.

Dependence on Key Approvals and Third Parties

The Company relies heavily on third parties—including Latin Metals, legal advisors, auditors, escrow agents, and regulatory authorities—to progress the Arrangement and Financing. Any delay or failure by a required party could materially impact the Company's ability to complete the transactions.

Foreign Jurisdiction Risk

If the spin-out closes, the Company will hold mineral interests located in Peru and will be exposed to risks associated with operating in a foreign jurisdiction, including political instability, changes in mining laws, taxation policy changes, community relations issues, and potential disruptions to exploration work.

Conflicts of Interest

Certain directors and officers of the Company may become or are also directors, officers or shareholders of other companies that are similarly engaged in the business of acquiring and exploiting natural resource properties. Such associations may give rise to conflicts of interest from time to time. The directors of the Company will be required by law to act honestly and in good faith with a view to the best interests of the Company and to disclose any interest which they may have in any project or opportunity of the Company. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict is required under the British Colombia Business Corporations Act to disclose his interest and to abstain from voting on such matter.

No History of Earnings

The Company has no history of earnings or of a return on investment, and there is no assurance that any property or business that the Company may acquire or undertake will generate earnings, operate profitably or provide a return on investment in the future. The Company has no plans to pay dividends. The future dividend policy of the Company will be determined by the Board.

Financial Instrument Risks

The Company is exposed to liquidity risk and, to a lesser extent, credit risk. With only $1 of cash at period end and liabilities due within 30 days, the Company may be unable to satisfy financial obligations without securing external capital.

APPENDIX "C"

FINCO FINANCIAL STATEMENTS AND MD&A

See attached.

1559749 B.C. LTD.

Financial Statements

FOR THE PERIOD FROM INCORPORATION (OCTOBER 8, 2025) TO OCTOBER 31, 2025

(Expressed in Canadian Dollars)

Corporate Registered Office

Suite 880 – 320 Granville Street,
Vancouver, BC, V6C 1S9, Canada
Tel: 604-638-3456

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INDEPENDENT AUDITOR'S REPORT

To the Shareholder of 1559749 B.C. Ltd.:

Opinion

We have audited the financial statements of the 1559749 B.C. Ltd. (the "Company") which comprise the statement of financial position as at October 31, 2025, and the statement of loss and comprehensive loss, statement of changes in shareholder's equity (deficit) and statement of cash flows for the period from incorporation on October 8, 2025 to October 31, 2025, and notes to the financial statements, including material accounting policy information.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at October 31, 2025, and its financial performance and its cash flows for the period from incorporation on October 8, 2025 to October 31, 2025 in accordance with IFRS Accounting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 in the financial statements, which describes conditions indicating that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Baker Tilly WM LLP is a member of Baker Tilly Canada Cooperative, which is a member of the global network of Baker Tilly International Limited. All members of Baker Tilly Canada Cooperative and Baker Tilly International Limited are separate and independent legal entities.

Now, for tomorrow

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Baker Tilly WM LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Vancouver, B.C.
December 8, 2025

1559749 B.C. LTD.
Statement of Financial Position
(Expressed in Canadian dollars)

		October 31, 2025
ASSETS		
Current assets		
Cash	$	1
Total Assets	**$**	**1**
LIABILITIES AND EQUITY		
Current liabilities		
Accounts payable and accrued liabilities	$	5,112
	$	5,112
Shareholder's equity (deficit)		
Share capital (Note 4)	$	1
Deficit		(5,112)
		(5,111)
Total Liabilities and Shareholder's Equity	**$**	**1**

Nature and Continuance of Operations (Note 1)
Events after the reporting period (Note 1)

These financial statement were approved for issuance on December 8, 2025 by:

"Dani Palahanova" Director

The accompanying notes are an integral part of these financial statements.

1559749 B.C. LTD.
Statement of Loss and Comprehensive Loss
(Expressed in Canadian dollars)

		For the period from incorporation on October 8, 2025 to October 31, 2025
EXPENSES		
Audit and legal	$	5,112
Total expenses	**$**	**5,112**
Net loss and comprehensive loss for the period	**$**	**5,112**
Net loss per share – basic and diluted	$	5,112
Weighted number of common shares outstanding – basic and diluted		1

The accompanying notes are an integral part of these financial statements.

1559749 B.C. LTD.
Statement of Changes in Shareholder's Equity (Deficit)
For the period from incorporation on October 8, 2025 to October 31, 2025
(Expressed in Canadian dollars)

	Number of shares	Amount	Accumulated Deficit	Total
Balance, October 8, 2025	**-**	**$ -**	**$ -**	**$ -**
Common shares issued during the period (Note 4)	1	1	-	1
Net loss and comprehensive loss for the period	-	-	(5,112)	(5,112)
Balance, October 31, 2025	**1**	**$ 1**	**$ (5,112)**	**$ (5,111)**

The accompanying notes are an integral part of these financial statements.

1559749 B.C. LTD.
Statement of Cash Flows
(Expressed in Canadian dollars)

	For the period from incorporation on October 8, 2025 to October 31, 2025
CASH FLOWS FROM (USED IN) OPERATING ACTIVITIES	
Loss for the period	$ (5,112)
Changes in non-cash working capital	
Accounts payable and accrued liabilities	5,112
Cash flows used in operating activities	-
CASH FLOWS FROM FINANCING ACTIVITIES	
Issuance of common shares	1
Net cash from financing activities	1
Change in cash for the period	1
Cash, beginning of the period	-
Cash, end of the period	$ 1

The accompanying notes are an integral part of these statements.

1. NATURE AND CONTINUANCE OF OPERATIONS

1559749 B.C. LTD. (the "Company") was incorporated under the laws of the Province of British Columbia and was established as a legal entity on October 8, 2025. The Company's head office and registered office is located at Suite 880, 320 Granville Street, Vancouver, B.C., V6C 1S9.

The Company is investigating and evaluating business opportunities to either acquire or in which to participate.

Plan of Arrangement and Financing

On December 8, 2025, Latin Metals Inc. ("Latin Metals")[1] and Latin Explore Inc. ("Latin Explore")[2] entered into an arrangement agreement (the "Arrangement Agreement") in respect of an arrangement (the "Arrangement") pursuant to which the parties intend to complete a spin-out transaction of Latin Metals' Para and Auquis projects in Peru (the "Spin-Out Projects") in consideration for common shares of Latin Explore to be distributed to existing Latin Metals shareholders pursuant to a court-approved plan of arrangement (the "Plan of Arrangement") under Part 9, Division 5 of the Business Corporations Act (British Columbia). Latin Metals will also retain common shares of Latin Explore.

The Company is not a direct party to the Arrangement Agreement; however, the Arrangement Agreement contemplates that, prior to the effective time of the Plan of Arrangement, Latin Explore will acquire all of the issued and outstanding shares of the Company pursuant to a separate share exchange agreement. On November 26, 2025, the Company and Latin Explore signed a Letter of Intent (the "LOI") setting out the terms of the proposed business combination whereby Latin Explore would acquire the Company (the "Business Combination").

In connection with the Business Combination and the Arrangement, the Company has begun seeking subscriptions for a non-brokered private placement (the "Financing") of up to 25,000,000 subscription receipts at a price of $0.10 per receipt, for gross proceeds of up to $2,500,000. Each subscription receipt will automatically convert into one unit upon satisfaction of specified escrow release conditions, each unit consisting of one common share and one-half of one common share purchase warrant. Each whole warrant entitles the holder to acquire one additional common share at a price of $0.20 for a period of 24 months following closing. The escrow release conditions include (i) approval of the Plan of Arrangement by Latin Metals shareholders, (ii) receipt of a final order of the Supreme Court of British Columbia approving the Plan of Arrangement, and (iii) confirmation by the Company's board that the Business Combination will be completed substantially in accordance with the LOI.

The Company may pay finder's fees on all or a portion of the Financing, consisting of a cash commission equal to up to 7% of the total gross proceeds raised and non-transferable finder's warrants (each, a "Finder's Warrant") equal to up to 7% of the total number of subscription receipts issued. Each Finder's Warrant will be exercisable into one common share of the Company at an exercise price of $0.10 per share for a period of 12 months from the date of issuance.

Upon closing of the share exchange between Latin Explore and the Company, each common share of the Company will be exchanged for one Latin Explore common share, and each warrant issued by the Company will become exercisable to acquire one Latin Explore share on the same terms established at issuance.

It is contemplated under the LOI that following completion of the Arrangement (assuming completion of the Financing), Latin Explore will be the parent company of the Company, and the shareholders of the Company will hold approximately 65% of the issued and outstanding shares of Latin Explore, Latin Metals shareholders will hold approximately 28%, and Latin Metals will retain approximately 7%.

[1] Latin Metals is a reporting issuer in the Provinces of British Columbia and Alberta. Its shares trade on the TSX Venture Exchange Venture under the symbol LMS.V.
[2] Latin Explore is a wholly-owned subsidiary of Latin Metals.

1. NATURE AND CONTINUANCE OF OPERATIONS *(Cont'd…)*

The closing of the Plan of Arrangement is subject to receipt of shareholder approval, court approval, and conditional approval of the TSX Venture Exchange. There can be no assurance that the Plan of Arrangement or the Financing will close as planned or at all.

These transactions were executed subsequent to the reporting period, have not been completed yet, and therefore have not been reflected in the financial statements as at and for the period ended October 31, 2025. The transactions represent significant subsequent events that, if and when completed, will materially affect the Company's future operations, capital structure and the interests of its shareholders.

These financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the payment of liabilities in the ordinary course of business. At October 31, 2025, the Company had no sources of revenue and an accumulated deficit of $5,112. At October 31, 2025, the Company recorded a net loss of $5,112, the Company had cash of $1 and working capital deficit of $5,111. These conditions raise a material uncertainty which may cast significant doubt on the Company's ability to continue as a going concern.

The Company's ability to continue as a going concern and the recoverability of past expenditures mainly in day-to-day operations are dependent upon the ability of the Company to obtain necessary financing and/or loans to successfully complete its future objectives. These financial statements do not include any adjustments for the recoverability and classification of assets and classification of liabilities that might be necessary, should the Company be unable to continue as a going concern.

2. BASIS OF PREPARATION

Statement of compliance

These financial statements have been prepared in accordance with IFRS Accounting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"), and interpretations of the IFRS Interpretations Committee ("IFRIC").

Basis of preparation

These financial statements have been prepared on a historical cost basis and are presented in Canadian dollars unless otherwise noted. The policies set out below were consistently applied to all periods presented unless otherwise noted.

Critical judgments and sources of estimation uncertainty

The preparation of the financial statements requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, profit and expenses. The estimates and associated assumptions are continuously evaluated and are based on historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results may differ from these estimates.

There were no significant assumptions about the future and other sources of estimation uncertainty that management has made at the statement of financial position reporting date.

3. MATERIAL ACCOUNTING POLICY INFORMATION

Financial instruments

(i) Classification

The Company classifies its financial instruments in the following categories: at fair value through profit or loss ("FVTPL"), at fair value through other comprehensive income ("FVOCI") or at amortized cost. The Company determines the classification of financial assets at initial recognition. The classification of debt instruments is driven by the Company's business model for managing the financial assets and their contractual cash flow characteristics. Equity instruments that are held for trading are classified as FVTPL. For other equity instruments, on the day of acquisition the Company can make an irrevocable election (on an instrument-by-instrument basis) to designate them as at FVOCI. Financial liabilities are measured at amortized cost, unless they are required to be measured at FVTPL (such as instruments held for trading or derivatives) or if the Company has opted to measure them at FVTPL.

(ii) Measurement

Financial assets and liabilities at amortized cost are initially recognized at fair value plus or minus transaction costs, respectively, and subsequently carried at amortized cost less any impairment. Accounts payable and accrued liabilities are classified as amortized cost. Financial assets and liabilities carried at FVTPL are initially recorded at fair value. Realized and unrealized gains and losses arising from changes in the fair value of the financial assets and liabilities held at FVTPL are included in comprehensive income (loss) in the period in which they arise. Cash is classified as FVTPL. Financial assets and liabilities carried at FVOCI are initially recorded at fair value. Unrealized gains and losses arising from changes in the fair value of the financial assets and liabilities held at FVOCI are included in comprehensive income (loss) in the period in which they arise. As at October 31, 2025, the Company has not classified any financial assets or liabilities as FVOCI.

(iii) Impairment of financial assets at amortized cost

The Company recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost. At each reporting date, the Company measures the loss allowance for the financial asset at an amount equal to the lifetime expected credit losses if the credit risk on the financial asset has increased significantly since initial recognition. If at the reporting date, the financial asset has not increased significantly since initial recognition, the Company measures the loss allowance for the financial asset at an amount equal to the twelve month expected credit losses. Regardless of whether credit risk has increased significantly, the loss allowance for trade receivables without a significant financing component classified at amortized cost, are measured using the lifetime expected credit loss approach. The Company shall recognize in the statements of comprehensive income (loss), as an impairment gain or loss, the amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date to the amount that is required to be recognized.

(iv) Derecognition

The Company derecognizes financial assets only when the contractual rights to cash flows from the financial assets expire, or when it transfers the financial assets and substantially all of the associated risks and rewards of ownership to another entity. Gains and losses on derecognition are generally recognized in the statements of comprehensive income (loss).

Share Capital

Common shares are classified as equity. Transaction costs directly attributable to the issuance of common shares and share options are recognized as a deduction from equity

3. MATERIAL ACCOUNTING POLICY INFORMATION *(Cont'd…)*

Income tax

Income tax expense is comprised of both current and deferred taxes. Income tax expense is recognized in the statement of loss and comprehensive loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity. Current tax is the expected tax payable on the taxable income for the period, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is provided for temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and recognized only to the extent that it is probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current income tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Foreign currency translation

Functional and presentation currency
The Company's functional currency, being the currency of the primary economic environment in which the Company operates, is the Canadian dollar. The financial statements are presented in Canadian dollars.

Foreign currency transactions
Foreign currency transactions are translated into the functional currency using the exchange rates published by the Bank of Canada and prevailing on the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation, at year end exchange rates, of monetary assets and liabilities dominated in foreign currencies are recognized in comprehensive loss.

Loss per share

Basic and diluted loss per share is determined by dividing the loss attributable to common shareholders by the weighted average number of common shares outstanding during the reporting period. Diluted loss per share is not adjusted for the effect of diluted securities, nor separately presented, as the effect of securities exercisable into common shares would be anti-dilutive.

4. SHARE CAPITAL

Authorized
Unlimited number of common shares without par value.

Issued
As at October 31, 2025, there is 1 common share issued and outstanding.

5. FINANCIAL RISK MANAGEMENT

Fair Value

IFRS 13 establishes a fair value hierarchy, for financial instruments measured at fair value that reflects the significance of inputs in making fair value measurement as follows:

- Level 1 – quoted prices in active markets for identical assets or liabilities
- Level 2 – inputs other than quoted prices included in Level 1 that are observable for the assets or liabilities, either directly (i.e. as prices) or indirectly (i.e. from derived prices); and
- Level 3 – inputs for the asset or liability that are not based upon observable market data

The recorded accounts payable and accrued liabilities approximate their fair value due to their short-term nature. The fair value of cash under the fair value hierarchy is determined using Level 1 inputs.

The Company's financial instruments are exposed to credit risk, liquidity risk and market risk.

(a) Credit Risk

Credit risk is the risk of an unexpected loss if a counterparty to a financial instrument fails to meet its contractual obligations. The credit risk associated with cash is believed to be minimal as cash is on deposit within a Canadian bank that is believed to be creditworthy. The Company does not believe it is exposed to significant credit risk.

(b) Liquidity Risk

Liquidity risk is the risk that the Company will encounter difficulty in satisfying financial obligations as they become due. The Company attempts to ensure that there is sufficient capital in order to meet short-term business requirements. Management monitors the Company's contractual obligations and other expenses to ensure adequate liquidity is maintained. As at October 31, 2025, the Company had contractual obligations consisting of accounts payable and accrued liabilities of $5,112 due within 30 days of the reporting date. The Company held only $1 in cash at period-end, resulting in a liquidity shortfall and an inability to satisfy its obligations without obtaining additional financing. There is no assurance that such financing will be available when required or on acceptable terms.

(c) Market Risk

Market risk is the risk that the fair value or future cash flows from a financial instrument will fluctuate because of changes in market prices or prevailing conditions. Market risk consists of currency risk, interest rate risk and other price risk.

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company holds no financial instruments that are denominated in a currency other than Canadian dollars. As at October 31, 2025, the Company is not exposed to currency risk.

Interest rate risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. The Company's sensitivity to interest rates relative to its cash balances is currently immaterial. The Company also has no long-term debt with variable interest rates, so it has no negative exposure to changes in the market interest rate.

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate due to changes in market prices (other than those arising from interest rate risk or currency risk), whether those changes are caused by factors specific to the individual financial instrument or its issuer by factors affecting all similar financial instruments traded in the market. As at October 31, 2025, the Company is not exposed to other price risk.

(Expressed in Canadian dollars)

6. CAPITAL MANAGEMENT

The capital structure of the Company consists of equity attributable to common shareholders, comprising of issued capital and deficit. The Company's capital deficit as of October 31, 2025 is $(5,111).

The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern and to maintain a flexible capital structure which optimizes the costs of capital at an acceptable risk. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow or adjust the amount of cash. The Company is not subject to any externally imposed capital requirements.

7. INCOME TAXES

A reconciliation of income tax expense (recovery) at statutory rates with the reported income taxes (recovered) is as follows:

		For the period from incorporation on October 8, 2025 to October 31, 2025
Loss before income taxes	$	(5,112)
Combined statutory tax rate		26.5%
Expected recovery at statutory rate		(1,355)
Change in unrecognized deferred tax asset		1,355
	$	-

At October 31, 2025, the Company's At October 31, 2025, the Company's unrecognized deductible temporary differences and unused tax losses are attributable to the following:

		For the period from incorporation on October 8, 2025 to October 31, 2025
Non-capital losses carry-forwards	$	5,112
Less: tax benefits not recognized	($	5,112)
	$	-

In assessing the ability to realize deferred tax assets, management considers whether it is probable that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those deferred tax assets are deductible.

As at October 31, 2025, the Company had non-capital losses of approximately $5,112 that expire in 2045.

1559749 B.C. LTD

Management's Discussion and Analysis

For the period from incorporation on October 8, 2025 to October 31, 2025

(Expressed in Canadian Dollars)

Corporate Registered Office
Suite 880 – 320 Granville Street,
Vancouver, BC, V6C 1S9, Canada
Tel: 604-638-3456

INTRODUCTION

1559749 B.C. LTD ("the "Company") was incorporated under the laws of the Province of British Columbia on October 8, 2025. The Company's head office and registered office is located at Suite 880, 320 Granville Street, Vancouver, B.C., V6C 1S9.

The Company is investigating and evaluating business opportunities to either acquire or in which to participate.

On November 26, 2025, the Company and Latin Explore Inc. ("Latin Explore") signed a Letter of Intent (the "LOI") setting out the terms of the proposed business combination whereby Latin Explore would acquire the Company (the "Business Combination").

On December 8, 2025, Latin Explore and Latin Metals Inc. ("Latin Metals") entered into an arrangement agreement (the "Arrangement Agreement") in respect of an arrangement (the "Arrangement") pursuant to which the parties intend to complete a spin-out transaction of Latin Metals' Para and Auquis projects in Peru (the "Spin-Out Projects") in consideration for common shares of Latin Explore to be distributed to existing Latin Metals shareholders pursuant to a court-approved plan of arrangement (the "Plan of Arrangement") under Part 9, Division 5 of the Business Corporations Act (British Columbia). Latin Metals will also retain common shares of Latin Explore.

In connection with the Business Combination and the Arrangement, the Company has begun seeking subscriptions for a non-brokered private placement (the "Financing") of up to 25,000,000 subscription receipts at a price of $0.10 per receipt, for gross proceeds of up to $2,500,000. Each subscription receipt will automatically convert into one unit upon satisfaction of specified escrow release conditions, each unit consisting of one common share and one-half of one common share purchase warrant. Each whole warrant entitles the holder to acquire one additional common share at a price of $0.20 for a period of 24 months following closing.

It is contemplated under the LOI that following completion of the Arrangement (assuming completion of the Financing), Latin Explore will be the parent company of the Company, and the shareholders of the Company will hold approximately 65% of the issued and outstanding shares of Latin Explore, Latin Metals shareholders will hold approximately 28%, and Latin Metals will retain approximately 7%.

The Arrangement, the Financing and the Business Combination are conditional on shareholder, court and TSXV approval. There is no certainty that such approvals will be obtained, that the conditions to closing will be satisfied, or that the transactions will proceed on the terms currently proposed, or at all (see *"**Proposed Transactions**"*).

The Company has no operating assets, no revenue, and only nominal cash as at October 31, 2025. Its activities to date consist entirely of corporate formation, legal structuring, and audit-related work associated with the proposed Business Combination.

DATE

The following MD&A, which is dated of December 8, 2025, provides a review of the activities, results of operations and financial condition of the Company as at and for the period from incorporation on October 8, 2025 to October 31, 2025, as well as future prospects of the Company. This MD&A should be read in conjunction with the audited financial statements of the Company as at and for the period from incorporation on October 8, 2025 to October 31, 2025, along with the notes thereto (the "Audited Financial Statements").

All dollar amounts in this MD&A are express in Canadian dollars unless otherwise specified.

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

This MD&A contains certain forward-looking information and forward-looking statements (collectively referred to herein as "forward-looking statements"), as defined in applicable Canadian and U.S. securities legislation. These statements relate to future events or the Company's future performance. All statements other than statements of historical fact are forward-looking statements. Information concerning mineral resource/reserve estimates and the economic analysis thereof contained in preliminary economic analyses or prefeasibility studies also may be deemed to be forward-looking statements in that they reflect a prediction of the mineralization that would be encountered, and the results of mining that mineralization, if a mineral deposit were developed and mined. Often, but not always, forward-looking statements can be identified by the use of words such as "plans", "expects", "is expected", "budget", "scheduled", "estimates", "continues", "forecasts", "projects", "predicts", "intends", "anticipates" or "believes", or variations of, or the negatives of, such words and phrases, or statements that certain actions, events or results "may", "could", "would", "should", "might" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results to differ materially from those anticipated in such forward-looking statements. The forward-looking statements in this MD&A speak only as of the date of this MD&A or as of the date specified in such statement.

These forward-looking statements include, but are not limited to, statements concerning the proposed Business Combination with Latin Explore, the arrangement involving Latin Explore and Latin Metals, the anticipated timing and completion of the arrangement, the expected terms and closing of the Financing, the anticipated capital structure of the Company following completion of the contemplated transactions, and the Company's future business plans and objectives.

Although the management believes that such statements are reasonable, it can give no assurance that such expectations will prove to be correct. Inherent in forward looking statements are risks and uncertainties beyond the Company's ability to predict or control, including, but not limited to, risks that the arrangement, the Business Combination, or the Financing may not close on the anticipated terms or at all; risks relating to regulatory or judicial outcomes; market volatility; liquidity risks; the Company's ability to operate as a going concern in the absence of new financing; risks inherent in early-stage companies with no operating history, and other risks identified under "Risk Factors" in this MD&A.

The Company cautions investors that any forward-looking statements by the Company are not guarantees of future performance, and that actual results are likely to differ, and may differ materially, from those expressed or implied by forward looking statements contained in this MD&A.

These forward-looking statements are made as of the date hereof and the Company does not intend and does not assume any obligation, to update these forward-looking statements, except as required by applicable law. For the reasons set forth above, investors should not attribute undue certainty to or place undue reliance on forward-looking statements.

SELECTED FINANCIAL INFORMATION

The following table sets forth selected annual financial information for the period from incorporation on October 8, 2025 to October 31, 2025. The following selected financial information has been derived from the audited financial statements of the Company and accompanying notes, prepared in accordance with IFRS, unless otherwise noted, and should be read in conjunction with the Audited Financial Statements.

	For the period from incorporation on October 8, 2025 to October 31, 2025
Loss and comprehensive loss for the period	$ (5,112)
Total assets	1
Total liabilities	(5,112)
Total shareholder's deficit	(5,111)
Shares outstanding	1
Working capital deficit	(5,111)

SUMMARY OF QUARTERLY RESULTS

Quarterly results for each of the eight most recently completed quarters is not available as the Company was incorporated on October 8, 2025.

RESULTS OF OPERATIONS

For the period from incorporation on October 7, 2025 to October 31, 2025

The Company recorded a net loss of $5,112 for the period from incorporation on October 8, 2025 to October 31, 2025. The loss relates entirely to professional fees incurred to prepare for the Business Combination.

The Company had no revenue, no employees, and no operating activities outside of transaction-related work.

FINANCIAL CONDITIONS, LIQUIDITY AND CAPITAL RESOURCES

As at October 31, 2025, the Company had nominal cash of $1, accounts payable and accrued liabilities of $5,112, and a working capital deficit of $5,111.

The Company has no revenue-generating operations, and its ability to meet obligations depends entirely on external financing.

The Company's ability to continue as a going concern depends entirely on completing the private placement financing, completing the proposed Business Combination, and securing funds from investors. There is no assurance that the financing will be completed when required or on terms acceptable to the Company.

FINANCIAL RISK MANAGEMENT

The Company is exposed in varying degrees to a variety of financial instrument related risks. The type of risk exposure and the way in which such exposure is managed is provided as follows:

Credit risk

Credit risk is the risk of an unexpected loss if counterparty to a financial instrument fails to meet its contractual obligations. The credit risk associated with cash is believed to be minimal as cash held by the Company is minimal. The Company does not believe it is exposed to significant credit risk.

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in satisfying financial obligations as they become due. The Company attempts to ensure that there is sufficient capital in order to meet short-term business requirements. Management monitors the Company's contractual obligations and other expenses to ensure adequate liquidity is maintained. As at October 31, 2025, the Company had contractual obligations consisting of accounts payable and accrued liabilities of $5,112 due within 30 days of the reporting date. The Company held only $1 in cash at period-end, resulting in a liquidity shortfall and an inability to satisfy its obligations without obtaining additional financing. There is no assurance that such financing will be available when required or on acceptable terms.

The Company assesses liquidity risk as high.

Market risk

Market risk is the risk that the fair value or future cash flows from a financial instrument will fluctuate because of changes in market prices or prevailing conditions. Market risk consists of currency risk, interest rate risk and other price risk.

(i) Currency risk

The Company holds no financial instruments that are denominated in a currency other than Canadian dollars. As at October 31, 2025, the Company is not exposed to currency risk.

(ii) Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company has no outstanding debt subject to variable interest. Accordingly, the Company does not believe it is exposed to significant interest rate risk.

(iii) Other price risk

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate due to changes in market prices (other than those arising from interest rate risk or currency risk), whether those changes are caused by factors specific to the individual financial instrument or its issuer by factors affecting all similar financial instruments traded in the market. As at October 31, 2025, the Company is not exposed to other price risk.

CAPITAL RISK MANAGEMENT

The capital structure of the Company consists of equity attributable to common shareholders, comprising of issued capital and deficit. The Company's capital deficit as of October 31, 2025 is $(5,111).

The Company's objectives, when managing capital, are to safeguard its ability to continue as a going concern and to maintain a flexible capital structure which optimizes the costs of capital at an acceptable risk. The Company manages its capital structure, and makes adjustments to it, in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may attempt to issue common shares, borrow or adjust the amount of cash. There can be no assurance that the Company will be successful in its efforts to arrange additional financing on terms satisfactory to the Company or at all.

The Company is not subject to any externally imposed capital requirements.

RELATED PARTIES TRANSACTIONS

None.

OFF BALANCE SHEET ARRANGEMENTS

The Company is not a party to any off-balance sheet arrangements or transactions.

OUTSTANDING SHARE DATA

The Company had 1 (one) common share issued and outstanding as at October 31, 2025 and December 8, 2025. The Company has not issued any warrants, options or other convertible securities.

Following the Financing and the Business Combination (if completed), the Company's capital structure will change materially.

PROPOSED TRANSACTONS

On November 26, 2025, the Company and Latin Explore signed a LOI setting out the terms of the proposed business combination whereby Latin Explore would acquire the Company.

On December 8, 2025, Latin Explore has entered into an arrangement agreement (the "Arrangement Agreement") with Latin Metals pursuant to which the parties intend to pursuant to which the parties intend to complete a spin-out transaction of Latin Metals' Para and Auquis projects in Peru in consideration for common shares of the Latin Explore to be distributed to existing Latin Metals shareholders pursuant to a court-approved plan of arrangement (the "Plan of Arrangement") under Part 9, Division 5 of the Business Corporations Act (British Columbia). Latin Metals will also retain common shares of Latin Explore.

Arrangement Details

The Transaction is expected to proceed by way of a statutory plan of arrangement under the Business Corporations Act (British Columbia) (the "Arrangement").

Under the Arrangement, Latin Metals will distribute approximately 10,944,000 common shares of Latin Explore ("Latin Explore Shares") to shareholders of Latin Metals on the share distribution record date, which will be the business day immediately preceding the effective date of the Arrangement or such other date as determined by the board of directors. Latin Metals is expected to retain approximately 2,736,000 Latin Explore Shares.

Prior to completing the Arrangement, Latin Explore will undertake a share exchange with the Company.

In connection with the Business Combination and the Arrangement, the Company has begun seeking subscriptions for a non-brokered private placement (the "Financing") of up to 25,000,000 subscription receipts at a price of $0.10 per receipt, for gross proceeds of up to $2,500,000. Each subscription receipt will automatically convert into one unit upon satisfaction of specified escrow release conditions, each unit consisting of one common share and one-half of one common share purchase warrant. Each whole warrant entitles the holder to acquire one additional common share at a price of $0.20 for a period of 24 months following closing. The escrow release conditions include (i) approval of the Plan of Arrangement by Latin Metals shareholders, (ii) receipt of a final order of the Supreme Court of British Columbia approving the Plan of Arrangement, and (iii) confirmation by the Company's board that the Business Combination will be completed substantially in accordance with the LOI.

The Company may pay finder's fees on all or a portion of the Financing, consisting of a cash commission equal to up to 7% of the total gross proceeds raised and non-transferable finder's warrants (each, a "Finder's Warrant") equal to up to 7% of the total number of subscription receipts issued. Each Finder's Warrant will be exercisable into one common share of the Company at an exercise price of $0.10 per share for a period of 12 months from the date of issuance.

Upon closing of the share exchange between Latin Explore and the Company, each common share of the Company will be exchanged for one Latin Explore common share, and each warrant issued by the Company will become exercisable to acquire one Latin Explore share on the same terms established at issuance.

The gross proceeds of the Financing will be held in escrow until the Escrow Release Conditions are satisfied or waived. If these conditions are not met within 180 days of the closing of the financing, and unless the Company extends this outside date by an additional thirty-day period, the escrowed proceeds will be returned to subscribers on a pro rata basis. To the extent there is any shortfall in returning funds to subscribers, the Company will be required to contribute the amount necessary to eliminate the deficiency. Once released from escrow, the net proceeds are intended to be used by Latin Explore, following completion of the share exchange, to fund exploration work programs and for general working capital purposes.

Following completion of the Arrangement, the Financing and the Share Exchange, it is anticipated that shareholders of Latin Metals will collectively hold approximately 28% of the issued and outstanding Latin Explore shares, Latin Metals will hold approximately 7%, and the shareholders of the Company will hold approximately 65%. Upon closing of the Arrangement, Latin Explore will become a reporting issuer in British Columbia and Alberta and intends to apply for a listing of its shares on the TSXV, subject to meeting all applicable listing requirements.

Completion of these transactions is subject to a number of conditions, including approval of at least two-thirds of the votes cast by Latin Metals' shareholders at a special meeting, approval of the Supreme Court of British Columbia, acceptance of the TSXV, and satisfaction of customary closing conditions. There can be no assurance that these approvals will be obtained or that the transactions will be completed on the terms contemplated, or at all.

RISKS AND UNCERTAINTIES

The Company is subject to a number of risks and uncertainties that could materially affect its future performance, financial position, and ability to execute its business strategy. The majority of these risks are directly tied to the successful execution of the Business Combination between the Company and Latin Explore, the concurrent private placement financing of subscription receipts, and the proposed spin-out of

the Para and Auquis projects by Latin Metals.

The following risks are not exhaustive but represent the most significant factors that should be considered.

Risk of Non-Completion of the Business Combination

The Business Combination is subject to numerous conditions, including receipt of required approvals, and satisfaction of conditions that are not entirely within the Company's control. There is no certainty that the Business Combination will be completed on the terms currently proposed or at all. If the Business Combination is not completed, the Company may remain a shell entity with no operational business, and investors in the concurrent financing may not have their funds released from escrow.

Risk That the Concurrent Financing Does Not Close

The Company intends to complete a non-brokered private placement financing of subscription receipts to raise up to $2,500,000. The release of funds from escrow is contingent on the receipt of approvals under the Plan of Arrangement and confirmation that the Business Combination will proceed substantially as contemplated. Market conditions, investor sentiment, or changes in transaction terms may prevent the Company from raising the full amount or from closing the financing at all. Without this financing, the Company will not have sufficient capital to meet its obligations or to advance the Business Combination.

Escrow Release Risk

Even if subscriptions are received, funds will not be released unless all escrow release conditions are met. These include shareholder approval of Latin Metals, a final court order approving the Arrangement, and confirmation by the Company's board that the Business Combination is proceeding. If any condition is not satisfied, the escrowed funds may be returned to investors, and the Company will not receive any proceeds. This outcome would materially impair the Company's ability to continue as a going concern.

Risk of Delays in Completing the Arrangement

The Spin-Out and Plan of Arrangement are subject to multiple approvals, including shareholder approval of Latin Metals, court approval, and TSX Venture Exchange conditional approval. Any delay in obtaining these approvals could postpone or jeopardize the entire transaction timeline. Delays may also increase transaction costs and create uncertainty for investors.

Regulatory Approval Risk

Securities regulators and the TSX Venture Exchange have broad discretion in reviewing and approving transactions such as the Spin-Out, the Business Combination and the Financing. Regulatory bodies may impose conditions, require amendments to disclosure or transaction terms, or decline to grant approvals. Any such outcome could impede or prevent completion of the transactions. Changes to the regulatory environment or interpretation of existing rules could also affect the viability of the transaction structure.

Risk Related to Coordinated Closing of Multiple Transactions

The transaction structure involves multiple interdependent steps: transfer of the Spin-Out Projects, issuance of shares between Latin Metals and Latin Explore, share exchange between Latin Explore and the Company, and conversion of subscription receipts into units. A failure or delay in any one step may affect the entire

sequence. Because the steps are mutually dependent, the Company is exposed to procedural and execution risks. A breakdown in coordination among parties could jeopardize closing.

Jurisdictional and Asset Transfer Risk (Peru)

The Spin-Out involves the transfer of mining concessions located in Peru into a new corporate structure. Mining concessions in Peru are subject to regulatory, legal and title-related risks, including registration processes, administrative delays, tax considerations, and potential changes in mining policy by Peruvian authorities. Any issue affecting the transfer of the concessions could impact the validity or timing of the Spin-Out and, consequently, the Business Combination.

Early-Stage Company / No Operating History

The Company has no operating history, no mineral projects, and no exploration assets as at the reporting date. Its future operations depend entirely on the successful completion of the Arrangement, the Financing and the Business Combination. There is no assurance the Company will be able to develop a viable business or that the acquired projects will generate economic returns.

Market and Commodity Price Risk

Future operations, if established, may be affected by fluctuations in commodity prices, capital markets volatility, and investor sentiment toward junior exploration companies. Market downturns could reduce access to financing.

Dependence on Key Approvals and Third Parties

The Company relies heavily on third parties—including Latin Metals, legal advisors, auditors, escrow agents, and regulatory authorities—to progress the Arrangement and Financing. Any delay or failure by a required party could materially impact the Company's ability to complete the transactions.

Liquidity Risks

The Company is exposed to liquidity risk and, to a lesser extent, credit risk. With only $1 of cash at period end and liabilities due within 30 days, the Company may be unable to satisfy financial obligations without securing external capital.

APPENDIX "D"

SPIN-OUT ASSETS CARVE-OUT FINANCIAL STATEMENTS AND MD&A

See attached.

AUQUIS AND PARA PROPERTIES

Carve-out Financial Statements

For the years ended October 31, 2025 and 2024

(Expressed in Canadian Dollars)

Corporate Registered Office

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Vancouver, BC, V6C 1S9, Canada
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INDEPENDENT AUDITOR'S REPORT

To the Directors of Latin Metals Inc.:

Opinion

We have audited the carve-out financial statements of the Auquis and Para Properties from Latin Metals Inc. (collectively the "Property") which comprise the carve-out statements of financial position as at October 31, 2025 and 2024, and the carve-out statements of loss and comprehensive loss, carve-out statements of changes in equity and carve-out statements of cash flows for the years then ended, and notes to the carve-out financial statements, including material accounting policy information.

In our opinion, the accompanying carve-out financial statements present fairly, in all material respects, the carve-out financial position of the Property as at October 31, 2025 and 2024, and its carve-out financial performance and its carve-out cash flows for the years then ended in accordance with IFRS Accounting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Carve-out Financial Statements* section of our report. We are independent of the Property in accordance with the ethical requirements that are relevant to our audit of the carve-out financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 in the carve-out financial statements, which describes conditions indicating that a material uncertainty exists that may cast significant doubt on the Property's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Emphasis of Matter - Basis of Preparation

We draw attention to the fact that as described in Note 2 in the carve-out financial statements, the Property did not operate as a separate legal entity. The carve-out financial statements as at and for the years ended October 31, 2025 and 2024 are therefore not necessarily indicative of the results that would have occurred if the Property had been a separate stand-alone entity during the periods presented or of future results of the Property. Our opinion is not modified in respect of this matter.

Baker Tilly WM LLP is a member of Baker Tilly Canada Cooperative, which is a member of the global network of Baker Tilly International Limited. All members of Baker Tilly Canada Cooperative and Baker Tilly International Limited are separate and independent legal entities.

Now, for tomorrow

Responsibilities of Management and Those Charged with Governance for the Carve-Out Financial Statements

Management is responsible for the preparation and fair presentation of the carve-out financial statements in accordance with IFRS Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of carve-out financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the carve-out financial statements, management is responsible for assessing the Property's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Property or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Property's financial reporting process.

Auditor's Responsibilities for the Audit of the Carve-Out Financial Statements

Our objectives are to obtain reasonable assurance about whether the carve-out financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these carve-out financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the carve-out financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Property's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
-
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Property's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the carve-out financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Property to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the carve-out financial statements, including the disclosures, and whether the carve-out financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Baker Tilly WM LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Vancouver, B.C.
December 8, 2025

Auquis and Para Properties
Carve-out Statements of Financial Position
(Expressed in Canadian dollars)

		October 31, 2025		October 31, 2024
ASSETS				
Exploration and evaluation assets (Note 4)	$	684,240	$	572,394
Total Assets	**$**	**684,240**	**$**	**572,394**
LIABILITIES AND EQUITY				
Current liabilities				
Accounts payable and accrued liabilities (Note 5)	$	54,352	$	-
Equity				
Owner's interest		654,888		572,394
Deficit		(25,000)		-
		629,888		572,394
Total Liabilities and Equity	**$**	**684,240**	**$**	**572,394**

Nature and Continuance of Operations (Note 1)
Subsequent event (Note 10)

Approved on behalf of the Board of Directors of Latin Metals Inc. on December 8, 2025 by:

"Keith Henderson" Director *"Felicia de la Paz"* Director

The accompanying notes are an integral part of these carve-out financial statements.

Auquis and Para Properties
Carve-out Statements of Loss and Comprehensive Loss
(Expressed in Canadian dollars)
Years ended October 31

	2025	2024
Operating expenses		
Professional fees	$ 25,000	$ -
Loss from operations	**(25,000)**	-
Net loss and comprehensive loss for the year	**$ (25,000)**	**$ -**

The accompanying notes are an integral part of these carve-out financial statements.

Auquis and Para Properties
Carve-out Statements of Changes in Equity
(Expressed in Canadian dollars)

	Contributions from Owner	Deficit	Total Owner's Interest
Balance, October 31, 2023	**$ 530,113**	**$ -**	**$ 530,113**
Contributions	42,281	-	42,281
Net loss and comprehensive loss for the year	-	-	-
Balance, October 31, 2024	**$ 572,394**	**$ -**	**$ 572,394**
Contributions	82,494	-	82,494
Net loss and comprehensive loss for the year	-	(25,000)	(25,000)
Balance, October 31, 2025	**$ 654,888**	**$ (25,000)**	**$ 629,888**

The accompanying notes are an integral part of these carve-out financial statements.

Auquis and Para Properties
Carve-out Statements of Cash Flows
(Expressed in Canadian dollars)
Years ended October 31

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss for the period	$ (25,000)	$ -
Change in non-cash working capital items		
Accounts payable and accrued liabilities	25,000	-
Net cash used by operating activities	-	-
CASH FLOWS FROM INVESTING ACTIVITIES		
Expenditures on exploration and evaluation assets	(82,494)	(42,281)
Net cash used by investing activities	(82,494)	(42,281)
CASH FLOWS FROM FINANCING ACTIVITIES		
Contribution by Owner	82,494	42,281
Net cash provided by financing activities	82,494	42,281
Change in cash for the year	-	-
Cash, beginning of the year	-	-
Cash, end of the year	$ -	$ -

Supplemental cash flow information:

	2025	2024
Interest paid	$ -	$ -
Interest received	-	-
Income taxes paid	-	-
Change in accounts payable included in exploration and evaluation assets	(29,352)	-

The accompanying notes are an integral part of these carve-out financial statements.

1. NATURE AND CONTINUANCE OF OPERATIONS

The Auquis and Para Properties (collectively, the "Property") comprise two contiguous copper-gold exploration projects located within the Coastal Copper Belt in Peru. As at October 31, 2025 and 2024, the Property is owned by Latin Metals Inc.("Latin Metals") through its wholly -owned Peruvian subsidiary Zafiro Mining S.A.C (collectively, the "Property Owner").

On October 24, 2025, Latin Metals announced that it has initiated a spin-out (the "Spin-out" or the "Transaction") of the Property. Under the Transaction, Latin Explore Inc. ("Latin Explore"), a wholly-owned subsidiary of Latin Metals, will assume ownership of the Property, and Latin Explore will issue shares to Latin Metals in consideration for the transfer. Latin Metals intends to complete the Transaction by way of a Plan of Arrangement and apply to list the common shares of Latin Explore on the TSX Venture Exchange ("TSXV"). The Transaction is subject to shareholder, court and TSXV approval, and there is no certainty that the Transaction will be completed on the terms currently proposed or at all.

These carve-out financial statements present the financial position, results of operations, changes in equity and cash flows of the Property for the years ended and as at October 31, 2025 and 2024, as if the Property had operated as a stand-alone entity. The carve-out financial statements have been extracted from the accounting records of the Property Owner and include the assets and expenditures directly attributable to the Property.

These carve-out financial statements have been prepared on a going concern basis which assumes that the Property will be able to realize its assets and discharge its liabilities in the normal course of business for the foreseeable future. The continuing operations of the Property are dependent upon its ability to raise adequate financing and to commence profitable operations in the future. These material uncertainties cast significant doubt upon the Property's ability to continue as a going concern. If the Property is unable to secure additional financing to continue its exploration activities, repay liabilities as they come due, and/or continue as a going concern, then material adjustments would be required to the carrying value of assets and equity and the carve-out statement of financial position classifications used. These carve-out financial statements do not include any adjustments relating to the recovery of assets and classification of assets and liabilities that may arise should the Property be unable to continue as a going concern.

The carve-out financial statements are intended solely for inclusion in the audit and regulatory filings related to the proposed Spin-out of the Property from Latin Metals.

2. BASIS OF PREPARATION

Statement of compliance

These carve-out financial statements have been prepared in accordance with IFRS Accounting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"), and interpretations of the IFRS Interpretations Committee ("IFRIC").

Basis of preparation

These carve-out financial statements reflect the assets, liabilities, expenses and cash flows of the Property undertaken by the Property Owner for the years ended October 31, 2025 and 2024. The purpose of these carve-out financial statements is to provide general purpose historical financial information of the Property in connection with the proposed Spin-out (Note 1). These carve-out financial statements reflect the Property expenditures as if the Property had been operating separately. Therefore, these carve-out financial statements present the historical operational information of the Property Owner related to the Property. The carve-out financial statements have been prepared on an accrual basis and are based on historical costs. The carve-out financial statements are presented in Canadian dollars unless otherwise noted. The policies set out below were consistently applied to all periods presented unless otherwise noted. The basis of preparation for the carve-out statements of financial position, loss and comprehensive loss, cash flows and changes in equity of the Property is described below.

2. BASIS OF PREPARATION *(Cont'd…)*

Basis of preparation *(Cont'd…)*

- The carve-out financial statements have been extracted and carved out from the historical accounting records of the Property Owner, with estimates used, where necessary, for certain allocations of expenses;
- The carve-out statements of financial position reflect the assets and liabilities recorded by the Property Owner, on the basis that they are specifically identifiable and attributable to the Property;
- The carve-out statements of loss and comprehensive loss include expenses of the Property Owner, on the basis that they are specifically identifiable and attributable to the Property. Management concluded that other expenses incurred by Property Owner are not reasonable to allocate to the Property as they relate to other activities of Latin Metals; and
- Income taxes have been calculated as if the Property had been a separate legal entity and had filed separate tax returns for the years presented.

Management cautions readers of these carve-out financial statements, that the Property's results do not necessarily reflect what the financial position, loss and comprehensive loss or cash flows would have been had the Property been a separate entity. Further, the allocation of income and expenses in these carve-out statements of loss and comprehensive loss do not necessarily reflect the nature and level of the Property's future income and operating expenses. Expenses that have been allocated to the Property for the purposes of these carve-out financial statements have been recorded as contributions from Latin Metals within owner's interest. Total owner's interest represents the cumulative investment of Latin Metals in the Property through the dates presented and includes cumulative operating results.

The Board of Directors of Latin Metals authorized the issuance of the carve-out financial statements on December 8, 2025.

Reporting and functional currency

The carve-out financial statements are presented in Canadian dollars, which is the functional currency of the Property. Funding is provided in Canadian dollars by Latins Metals and budgets and evaluations are performed in Canadian dollars.

Significant accounting judgments, estimates and assumptions

Estimates and judgments are based on management's experience and other factors, including expectations about future events that are believed to be reasonable under the circumstances. The preparation of the carve-out financial statements requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, profit and expenses. The estimates and associated assumptions are continuously evaluated and are based on historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results may differ from these estimates.

The following discusses the most significant accounting judgments and estimates that the Property has made in the preparation of the carve-out financial statements.

Exploration and evaluation assets impairment

At the end of each reporting period, the Property assesses each of its exploration and evaluation assets or cash-generating units ("CGUs") to determine whether any indication of impairment exists. A CGU is defined as the smallest identifiable group of assets that generates cash inflows that are largely independent of the cash inflows of other assets or groups of assets. The Property has used geographical proximity, geological similarities, analysis of shared infrastructure, commodity type, assessment of exposure to market risks and materiality to define its CGUs.

2. BASIS OF PREPARATION *(Cont'd…)*

***Exploration and evaluation assets impairment** (Cont'd…)*

Judgment is required in determining whether indicators of impairment exist, including factors such as: the period for which the Property has the right to explore, expected renewals of exploration rights, whether substantive expenditures on further exploration and evaluation of resource properties are budgeted or planned and results of exploration and evaluation activities on the exploration and evaluation assets. If such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any.

Allocation of expenses

The allocation of expenses requires significant judgment on what costs are specifically identifiable and attributable to the Property and if a reasonable allocation for other expenses can be determined. Management has concluded that other expenses incurred by Latin Metals were not reasonable to allocate to the Property as they relate to other activities of Latin Metals.

3. MATERIAL ACCOUNTING POLICIES

Exploration and evaluation assets

Costs directly related to the acquisition of exploration and evaluation assets, and exploration and evaluation expenditures are capitalized. Exploration and evaluation expenditures include the costs of acquiring licenses and costs associated with exploration and evaluation activity. Exploration and evaluation assets are classified as intangible assets.

Exploration and evaluation assets are tested for impairment if facts or circumstances indicate that an impairment may exist. Examples of such facts and circumstances are as follows:

- The period for which the Property has the right to explore in the specific area has expired during the period or will expire in the near future, and is not expected to be renewed;
- Substantive expenditure on further exploration for and evaluation of mineral resources in the specific area is neither budgeted nor planned;
- Exploration for and evaluation of mineral resources in the specific area have not led to the discovery of commercially viable quantities of mineral resources and the entity has decided to discontinue such activities in the specific area; and
- Sufficient data exists to indicate that, although a development in the specific area is likely to proceed, the carrying amount of the exploration and evaluation asset is unlikely to be recovered in full from successful development or by sale.

After technical feasibility and commercial viability of extracting a mineral resource is demonstrable, and Latin Metals' Board of Directors have approved a construction decision, exploration and evaluation assets attributable to that area of interest are first tested for impairment and the capitalized balance, net of any impairment recognized, is then reclassified to either tangible or intangible mine development assets according to the nature of the asset and is classified as a component of property, plant and equipment.

Impairment of non-financial assets

At the end of each reporting period, the Property's assets are reviewed to determine whether there is any indication that those assets may be impaired. If such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any. The recoverable amount is the higher of fair value less costs of disposal and value in use. Fair value less costs of disposal is determined as the amount that would be obtained from the sale of the asset in an orderly transaction between market participants.

3. MATERIAL ACCOUNTING POLICIES *(Cont'd…)*

Impairment of non-financial assets *(Cont'd…)*

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in profit or loss for the period. For an asset that does not generate largely independent cash flows, the recoverable amount is determined for the CGU to which the asset belongs.

Restoration and environmental obligations

The Property recognizes liabilities for legal or constructive obligations associated with the retirement of mineral properties. The net present value of future rehabilitation costs is capitalized to the related asset along with a corresponding increase in the rehabilitation provision in the period incurred. A pre-tax discount rate that reflects the time value of money is used to calculate the net present value. The Property's estimates of reclamation costs could change as a result of changes in regulatory requirements, discount rates and assumptions regarding the amount and timing of the future expenditures. These changes are recorded directly to the related assets with a corresponding entry to the rehabilitation provision. The Property does not have any significant rehabilitation obligations as at and for the years presented.

Share-based payments

Share-based payments to employees are measured at the fair value of the instruments issued and amortized over the vesting periods. Share-based payments to non-employees are measured at the fair value of goods or services received or the fair value of the equity instruments issued, if it is determined the fair value of the goods or services cannot be reliably measured, and are recorded at the date the goods or services are received. The corresponding amount is recorded as share-based compensation expense, with the offset to reserves. The fair value of options is determined using a Black-Scholes option pricing model. The number of shares and options expected to vest is reviewed and adjusted at the end of each reporting period such that the amount recognized for services received as consideration for the equity instruments granted shall be based on the number of equity instruments that eventually vest.

All equity-settled share-based payments are reflected in reserves, until exercised. Upon exercise, shares are issued from treasury and the amount reflected in reserves is credited to share capital, adjusted for any consideration paid. For those unexercised options, vested forfeited options, and share purchase warrants that expired, the recorded value remains in reserves.

Financial instruments

(i) Classification

The Property classifies its financial instruments in the following categories: at fair value through profit or loss ("FVTPL"), at fair value through other comprehensive income ("FVOCI") or at amortized cost. The Property determines the classification of financial assets at initial recognition. The classification of debt instruments is driven by the Property's business model for managing the financial assets and their contractual cash flow characteristics. Equity instruments that are held for trading are classified as FVTPL. For other equity instruments, on the day of acquisition the Property can make an irrevocable election (on an instrument-by-instrument basis) to designate them as at FVOCI. Financial liabilities are measured at amortized cost, unless they are required to be measured at FVTPL (such as instruments held for trading or derivatives) or if the Property has opted to measure them at FVTPL.

4. MATERIAL ACCOUNTING POLICY INFORMATION *(Cont'd…)*

(ii) Measurement

Financial assets and liabilities at amortized cost are initially recognized at fair value plus or minus transaction costs, respectively, and subsequently carried at amortized cost less any impairment. Accounts payable and accrued liabilities are classified as amortized cost. Financial assets and liabilities carried at FVTPL are initially recorded at fair value. Realized and unrealized gains and losses arising from changes in the fair value of the financial assets and liabilities held at FVTPL are included in comprehensive income (loss) in the period in which they arise. The Property had no financial assets or liabilities classified as FVTPL. Financial assets and liabilities carried at FVOCI are initially recorded at fair value. Unrealized gains and losses arising from changes in the fair value of the financial assets and liabilities held at FVOCI are included in comprehensive income (loss) in the period in which they arise. As at October 31, 2025 the Property has not classified any financial assets or liabilities as FVOCI.

(iii) Impairment of financial assets at amortized cost

The Property recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost. At each reporting date, the Property measures the loss allowance for the financial asset at an amount equal to the lifetime expected credit losses if the credit risk on the financial asset has increased significantly since initial recognition. If at the reporting date, the financial asset has not increased significantly since initial recognition, the Property measures the loss allowance for the financial asset at an amount equal to the twelve month expected credit losses. Regardless of whether credit risk has increased significantly, the loss allowance for trade receivables without a significant financing component classified at amortized cost, are measured using the lifetime expected credit loss approach. The Property shall recognize in the statements of comprehensive income (loss), as an impairment gain or loss, the amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date to the amount that is required to be recognized.

(iv) Derecognition

The Property derecognizes financial assets only when the contractual rights to cash flows from the financial assets expire, or when it transfers the financial assets and substantially all of the associated risks and rewards of ownership to another entity. Gains and losses on derecognition are generally recognized in the statements of comprehensive income (loss).

Income tax

Income tax expense is comprised of both current and deferred taxes. Income tax expense is recognized in the statement of loss and comprehensive loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity. Current tax is the expected tax payable on the taxable income for the period, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is provided for temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and recognized only to the extent that it is probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current income tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

3. MATERIAL ACCOUNTING POLICIES *(Cont'd…)*

Accounting standards issued but not yet effective

Amendments to IFRS 9 Financial Instruments and IFRS 7 Financial Instruments: Disclosures

In May 2024, the IASB issued Amendments to the Classification and Measurement of Financial Instruments. The amendments clarify that a financial liability is derecognized on the settlement date and introduce an accounting policy choice to derecognize a financial liability settled using an electronic payment system before the settlement date. Other clarifications include guidance on the classification of financial assets with ESG-linked features, non-recourse loans and contractually linked instruments.

The amendments are effective for annual periods beginning on or after January 1, 2026. Early adoption is permitted, with an option to early adopt only the amendments to the classification of financial assets (for contingent features). The Property is currently in the process of assessing the impact of the amendments on the carve-out financial statements and notes to the carve-out financial statements.

IFRS 18 Presentation and Disclosure in Financial Statements

In April 2024, the IASB issued IFRS 18. This standard aims to improve the consistency and clarity of financial statement presentation and disclosures by providing updated guidance on the structure and content of financial statements. Key changes include enhanced requirements for the presentation of financial performance, financial position, and cash flows, as well as additional disclosures to improve transparency and comparability.

IFRS 18 is effective for annual reporting periods beginning on or after January 1, 2027. The Property is currently assessing the impact that the adoption of IFRS 18 will have on its carve-out financial statements.

4. EXPLORATION AND EVALUATION ASSETS

Title to Mineral Property Interests

Title to mineral property interests involves certain inherent risks due to the difficulties of determining the validity of certain claims as well as the potential for problems arising from the frequently ambiguous conveyancing history characteristic of many mineral claims. Although the Property has taken steps to verify title to mineral properties in which it has an interest, in accordance with industry standards for the current stage of exploration of such properties, these procedures do not guarantee the Property's title. Title to mineral property interests may be subject to unregistered prior agreements or transfer and may be affected by undetected defects.

(Expressed in Canadian dollars)

4. EXPLORATION AND EVALUATION ASSETS *(Cont'd…)*

(a) Auquis Property – Peru

The Property acquired the Auquis copper property by staking. The 100% owned property consists of 3,600 hectares and is located in the northern Lima-Ica portion of the Coastal Copper belt, 377 km south of Lima, Peru.

(b) Para Property – Peru

The Property acquired the Para copper–molybdenum exploration project by staking. The 100% owned project covers 2,200 hectares and are located in the Coastal Copper Belt, Peru.

During the year ended October 31, 2025, Latin Metals executed a data purchase agreement with Vale Exploration Peru S.A.C. ("Vale"), acquiring a complete exploration dataset including geophysical, geological, and geochemical data. No consideration was provided by the Latin Metals. As part of the agreement, Vale holds a time-limited Right of First Offer (ROFO) to purchase the Para project, effective upon completion of a prefeasibility study and expiring in 2025. The ROFO does not have a determinable fair value, as it is contingent on future exploration success and the potential completion of a prefeasibility study, as there is no observable market or reliable valuation basis for such right.

(c) Exploration and evaluation assets continuity

	Auquis	Para	Total
Balance, October 31, 2023	**$ 447,449**	**$ 82,664**	**$ 530,113**
Acquisition costs			
Claim maintenance and legal fees	18,833	**-**	**18,833**
Exploration costs			
Field expenses, incl. support contractors	17,551	5,000	**22,551**
Geological consulting	897	-	**897**
Total exploration costs for the year	18,448	5,000	**23,448**
Balance, October 31, 2024	**$ 484,730**	**$ 87,664**	**$ 572,394**
Acquisition costs			
Claim maintenance and legal fees	19,339	37,253	**56,592**
Exploration costs			
Field expenses, incl. support contractors	12,624	1,896	**14,520**
Geological consulting	3,675	37,059	**40,734**
Total exploration costs for the year	16,299	38,955	**55,254**
Balance, October 31, 2025	**$ 520,368**	**$ 163,872**	**$ 684,240**

5. RELATED PARTIES TRANSACTIONS

All amounts are unsecured, non-interest bearing, and have no specific terms of settlement, unless otherwise noted.

Key management personnel compensation

Key management personnel include those individuals having authority and responsibility for planning, directing and controlling the activities of the Property. For the purposes of these carve-out financial statements, key management personnel comprise the Vice President, Exploration of Latin Metals in respect of services provided to the Property.

For the period from May 8, 2025 (the date the individual became a related party and met the definition of key management personnel) to October 31, 2025, key management compensation consisted of geological consulting fees of $21,266, which were capitalized to exploration and evaluation assets. As at October 31, 2025, $12,301 was payable to key management personnel.

6. FINANCIAL RISK MANAGEMENT

Fair Value

IFRS 13 establishes a fair value hierarchy, for financial instruments measured at fair value that reflects the significance of inputs in making fair value measurement as follows:

- Level 1 – quoted prices in active markets for identical assets or liabilities
- Level 2 – inputs other than quoted prices included in Level 1 that are observable for the assets or liabilities, either directly (i.e. as prices) or indirectly (i.e. from derived prices); and
- Level 3 – inputs for the asset or liability that are not based upon observable market data

The recorded accounts payable and accrued liabilities approximate their fair value due to their short-term nature.

The Property is exposed in varying degrees to a variety of financial instrument related risks. The type of risk exposure and the way in which such exposure is managed is provided as follows:

Credit risk
Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss. The Property is currently not exposed to credit risk.

Liquidity risk
Liquidity risk is the risk that the Property will not be able to meet its financial obligations as they fall due. As at October 31, 2025, the Property had working capital deficit of $54,352 (October 31, 2024 - $nil). As at October 31, 2025, the Property had accounts payable and accrued liabilities of $54,352 (October 31, 2024 - $nil) due within 90 days.

The Property's liquidity and operating results may be adversely affected if its access to the capital markets is hindered. The Property has no source of revenue. There is no assurance that the Property will be able to raise equity financing. The Property assesses liquidity risk as high.

(Expressed in Canadian dollars)

6. FINANCIAL RISK MANAGEMENT *(Cont'd…)*

Market risk
Market risk is the risk that the fair value or future cash flows from a financial instrument will fluctuate because of changes in market prices or prevailing conditions. Market risk consists of currency risk, interest rate risk and other price risk.

(i) Currency risk
The Property holds no financial instruments that are denominated in a currency other than Canadian dollars. As at October 31, 2025, the Property is not exposed to currency risk.

(ii) Interest rate risk
Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Property has no outstanding debt subject to variable interest. Accordingly, the Property does not believe it is exposed to significant interest rate risk.

(iii) Other price risk
Other price risk is the risk that the fair value of financial instruments will fluctuate due to changes in market prices, other than those arising from interest rate or foreign exchange risk. The carve-out financial statements relate solely to the activities and assets of the Property and do not include investments in equity securities or other market-sensitive financial instruments. As a result, the Property is not exposed to significant other price risk.

7. INCOME TAXES

A reconciliation of income tax expense (recovery) at statutory rates with the reported income taxes (recovered) is as follows:

	October 31, 2025	October 31, 2024
Loss before income taxes	$ (25,000)	$ -
Combined statutory tax rate	26.5%	26.5%
Expected tax/ (recovery) at statutory rate	(6,625)	-
Change in unrecognized deferred tax asset	6,625	-
	$ -	$ -

At October 3, 2025 and 2024, the Property's unrecognized deductible temporary differences are as follows:

	October 31, 2025	October 31, 2024
Non-capital loss carry-forwards	$ 25,000	$ -
Mineral properties costs	684,240	572,394
Total	$ 709,240	$ 572,394

8. CAPITAL MANAGEMENT

The Property's objectives when managing capital are to safeguard the Property's ability to continue as a going concern, so that it can provide benefits to stakeholders. The Property considers the items included in equity as capital. The Property's capital as of October 31, 2025 is $629,888 (October 31, 2024 - $572,394) The Property manages the capital structure and adjusts it in light of changes in economic conditions and the risk characteristics of the underlying assets.

The Property assets are at exploration stage it is currently unable to self-finance its operations. The Property has historically relied on Latin Metals equity contributions to raise sufficient funds to carry out its mineral properties claims maintenance, exploration and acquisition activities. Therefore, the Property intends to raise additional funds as required to carry out its activities. There can be no assurance that the Property will be successful in its efforts to arrange additional financing on terms satisfactory to the Property or at all.

Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Property, is reasonable. There were no changes in the Property's approach to capital management during the years ended October 31, 2025 and October 31, 2024. The Property is not subject to externally imposed capital restrictions.

9. SEGMENTED INFORMATION

The Property operates in one industry segment, the mineral resources industry, and in on geographical segment - Peru.

10. SUBSEQUENT EVENT

On December 8, 2025, Latin Metals has entered into an arrangement agreement (the "Arrangement Agreement") with Latin Explore pursuant to which the parties intend to complete the Spin-Out the Property.

Arrangement Details

The Spin-Out is expected to proceed by way of a statutory plan of arrangement under the Business Corporations Act (British Columbia) (the "Arrangement").

Under the Arrangement, Latin Metals will distribute approximately 10,944,000 common shares of Latin Explore ("Latin Explore Shares") to shareholders of Latin Metals on the share distribution record date, which will be the business day immediately preceding the effective date of the Arrangement or such other date as determined by the board of directors. Latin Metals is expected to retain approximately 2,736,000 Latin Explore Shares. Following completion of the Arrangement, it is anticipated that shareholders of Latin Metals will collectively hold approximately 28% of the issued and outstanding Latin Explore Shares, Latin Metals will hold approximately 7%, and the shareholders of Finco (as defined below) will hold approximately 65%. Upon closing of the Arrangement, Latin Explore will become a reporting issuer in British Columbia and Alberta and intends to apply for a listing of its shares on the TSXV, subject to meeting all applicable listing requirements.

Prior to completing the Arrangement, Latin Explore will undertake a share exchange with a private British Columbia company 1559749 B.C. LTD. ("Finco"). Finco will have completed a non-brokered private placement of 25,000,000 subscription receipts at a price of $0.10 per subscription receipt for gross proceeds of $2,500,000 (the "Concurrent Financing"). Each subscription receipt will convert into one Finco unit upon satisfaction of specified escrow release conditions (the "Escrow Release Conditions"). Each Finco unit will consist of one Finco common share and one-half of one Finco common share purchase warrant, with each whole warrant exercisable into one additional Finco share at an exercise price of $0.20 for a period of twenty-four months. Upon closing of the share exchange between Latin Explore and Finco, each Finco common share will be exchanged for one Latin Explore Share, and each Finco warrant will become exercisable to acquire one Latin Explore Share on the same terms established at issuance.

10. SUBSEQUENT EVENT *(Cont'd…)*

Finco may pay finder's fees on all or a portion of the Concurrent Financing, consisting of a cash commission equal to up to 7% of the total gross proceeds raised and non-transferable finder's warrants (each, a "Finder's Warrant") equal to up to 7% of the total number of subscription receipts issued. Each Finder's Warrant will be exercisable into one (1) Finco Share at an exercise price of $0.10 per Finco Share for a period of 12 months from the date of issuance.

The gross proceeds of the Concurrent Financing will be held in escrow until the Escrow Release Conditions are satisfied or waived. If these conditions are not met within 180 days of the closing of the financing, and unless Finco extends this outside date by an additional thirty-day period, the escrowed proceeds will be returned to subscribers on a pro rata basis. To the extent there is any shortfall in returning funds to subscribers, Finco will be required to contribute the amount necessary to eliminate the deficiency. Once released from escrow, the net proceeds are intended to be used by Latin Explore, following completion of the share exchange, to fund exploration work programs and for general working capital purposes.

Completion of the Arrangement is subject to a number of conditions, including approval of at least two-thirds of the votes cast by Latin Metals' shareholders at a special meeting, approval of the Supreme Court of British Columbia, acceptance of the TSXV, and satisfaction of customary closing conditions. There can be no assurance that these approvals will be obtained or that the Arrangement will be completed on the terms contemplated, or at all.

AUQUIS AND PARA PROPERTIES

Management's Discussion and Analysis

For the years ended October 31, 2025 and 2024

(Expressed in Canadian Dollars)

Corporate Registered Office
Suite 880 – 320 Granville Street,
Vancouver, BC, V6C 1S9, Canada
Tel: 604-638-3456

INTRODUCTION

Latin Metals Inc. ("Latin Metals" or the "Company") holds the Auquis and Para projects (the "Property") which consists of certain mineral claims in Peru. On October 24, 2025, Latin Metals announced that it has initiated a spin-out (the "Spin-out" or the "Transaction") of the Property. Under the Transaction, Latin Explore Inc. ("Latin Explore"), a wholly-owned subsidiary of Latin Metals, will assume ownership of the Property, and Latin Explore will issue shares to Latin Metals in consideration for the transfer. Latin Metals intends to complete the Transaction by way of a Plan of Arrangement and apply to list the common shares of Latin Explore on the TSX Venture Exchange ("TSXV"). The Transaction is subject to shareholder, court and TSXV approval, and there is no certainty that the Transaction will be completed on the terms currently proposed or at all (*see section Proposed Transactions*).

DATE

The following MD&A, which is dated of December 8, 2025, provides a review of the activities, results of operations and financial condition of the Property as at and for the year ended October 31, 2025, as well as future prospects of the Property. This MD&A should be read in conjunction with the audited carve-out financial statements of the Property as at and for the years ended October 31, 2025 and 2024, along with the notes thereto (the "Audited Carve-Out Financial Statements").

All dollar amounts in this MD&A are express in Canadian dollars unless otherwise specified.

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

This MD&A contains certain forward-looking information and forward-looking statements (collectively referred to herein as "forward-looking statements"), as defined in applicable Canadian and U.S. securities legislation. These statements relate to future events or the Property's future performance. All statements other than statements of historical fact are forward-looking statements. Information concerning mineral resource/reserve estimates and the economic analysis thereof contained in preliminary economic analyses or prefeasibility studies also may be deemed to be forward-looking statements in that they reflect a prediction of the mineralization that would be encountered, and the results of mining that mineralization, if a mineral deposit were developed and mined. Often, but not always, forward-looking statements can be identified by the use of words such as "plans", "expects", "is expected", "budget", "scheduled", "estimates", "continues", "forecasts", "projects", "predicts", "intends", "anticipates" or "believes", or variations of, or the negatives of, such words and phrases, or statements that certain actions, events or results "may", "could", "would", "should", "might" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results to differ materially from those anticipated in such forward-looking statements. The forward-looking statements in this MD&A speak only as of the date of this MD&A or as of the date specified in such statement.

These forward-looking statements include, but are not limited to, statements concerning:

- the Property's strategies and objectives, both generally and in respect of its specific mineral properties or exploration and evaluation assets;
- the timing of decisions regarding the timing and costs of exploration programs with respect to, and the issuance of the necessary permits and authorizations required for, the Property's exploration programs;
- the Property's estimates of the quality and quantity of the resources and reserves at its mineral properties;

- the timing and cost of planned exploration programs of the Company and the timing of the receipt of result thereof; and
- the Property's ability to meet its financial obligations as they come due, to be able to raise the necessary funds to continue operations, and general economic conditions.

Although the management believes that such statements are reasonable, it can give no assurance that such expectations will prove to be correct. Inherent in forward looking statements are risks and uncertainties beyond the Property's ability to predict or control, including, but not limited to, risks related to the Property's inability to raise the necessary capital to be able to continue in business and to implement its business strategies, to identify one or more economic deposits on its properties, variations in the nature, quality and quantity of any mineral deposits that may be located, variations in the market price of any mineral products the Property may produce or plan to produce, the Property's inability to obtain any necessary permits, consents or authorizations required for its activities, to produce minerals from its properties successfully or profitably, to continue its projected growth, and other risks identified under "Risk Factors".

The Property cautions investors that any forward-looking statements by the Property are not guarantees of future performance, and that actual results are likely to differ, and may differ materially, from those expressed or implied by forward looking statements contained in this MD&A. Such statements are based on several assumptions which may prove incorrect, including, but not limited to, assumptions about:

- the level and volatility of the price of commodities;
- the timing of the receipt of regulatory and governmental approvals, permits and authorizations necessary to implement and carry on the Property's planned exploration;
- conditions in the financial markets generally; and
- the Property's ability to attract and retain key personnel.

These forward-looking statements are made as of the date hereof and the Property does not intend and does not assume any obligation, to update these forward-looking statements, except as required by applicable law. For the reasons set forth above, investors should not attribute undue certainty to or place undue reliance on forward-looking statements.

EXPLORATION ASSETS

Auquis Property, Peru

The Auquis copper property, located in the Peruvian Coastal Copper Belt, comprises 3,600 hecatres. The project is located approximately 377 km south by road from Lima, 95 km from the coast, and is accessible year-round by paved road.

Two centers of mineralization have been recognized to date, specifically the Roze Zone (a copper porphyry system) and the Blanco Zone (skarn mineralization). Exploration completed to date includes 291 soil samples, and 666 rock samples. In addition, 66 line km of magnetic surveys have been completed.

Para Property, Peru

The 1,900-hectare Para project is located in Peru's Coastal Copper Belt. Latin Metals has discovered zones of high-grade copper mineralization with initial work focusing on geochemical sampling of talus fines for a total of 56 geochemical samples. The results of talus sampling have been very positive with anomalous copper analysis ranges from 251 ppm to a peak of 1,505 ppm copper, with supporting molybdenum mineralization up to 46 ppm. The geochemical anomalies are open to the northwest, and as a result, Latin Metals has staked an additional 1,300 hectares for a new total of 1,900 hectares.

In February 2025, Latin Metals executed a data purchase agreement with Vale Exploration Peru S.A.C., a wholly owned subsidiary of Vale Canada Limited ("Vale"), allowing Latin Metals to leverage Vale's extensive prior work, minimizing risk and accelerating the next stages of exploration. Under the terms of the agreement, Vale has delivered a comprehensive package of exploration data covering the Para property and extending to the surrounding area. As consideration for the exploration data, the Company has granted a time-limited Right of First Offer to Vale to purchase the Para project, which will become valid on completion of a prefeasibility study and expire in 2035. The dataset acquired from Vale includes (i) geological mapping at a 1:10,000 scale, (ii) 282 rock sample assay results, (iii) geophysical induced polarization survey results (18-line km, 400m spacing), and (iv) ground magnetic and radiometric survey data (44-line km, 200m spacing). Historically, Vale completed drill permitting, providing a strong indication that Para is a project where new drill permits could be obtained in due course.

Qualified Person and Quality Control/Quality Assurance

Eduardo Leon, PGeo., is the Company's qualified person as defined by NI 43-101, has reviewed the scientific and technical information that forms the basis for the mineral property disclosure in this MD&A and has approved the disclosure herein. Mr. Leon is not independent of the Properties, as he is a Vice President, Exploration and a shareholder of Latin Metals.

Property Expenditures

Costs incurred on the Property's exploration and evaluation assets for the year ended October 31, 2025 and October 31, 2024:

	Auquis	Para	Total
Balance, October 31, 2023	**$ 447,449**	**$ 82,664**	**$ 530,113**
Acquisition costs			
Claim maintenance and legal fees	18,833	**-**	**18,833**
Exploration costs			
Field expenses, incl. support contractors	17,551	5,000	**22,551**
Geological consulting	897	-	**897**
Total exploration costs for the year	18,448	5,000	**23,448**
Balance, October 31, 2024	**$ 484,730**	**$ 87,664**	**$ 572,394**
Acquisition costs			
Claim maintenance and legal fees	19,339	37,253	**56,592**
Exploration costs			
Field expenses, incl. support contractors	12,624	1,896	**14,520**
Geological consulting	3,675	37,059	**40,734**
Total exploration costs for the year	16,299	38,955	**55,254**
Balance, October 31, 2025	**$ 520,368**	**$ 163,872**	**$ 684,240**

SELECTED ANNUAL FINANCIAL INFORMATION

The following table sets forth selected annual financial information for the fiscal years ended October 31, 2025 and 2024. The following selected financial information has been derived from the Audited Carve-Out Financial Statements of the Property and accompanying notes, prepared in accordance with IFRS, unless otherwise noted, and should be read in conjunction with the Audited Carve-Out Financial Statements.

Financial Year Ended	October 31, 2025	October 31, 2024
Loss and comprehensive loss for the year	$ (25,000)	$ -
Exploration and evaluation assets	684,240	572,394
Total assets	684,240	572,394
Total liabilities	(54,352)	-
Total owner's capital	629,888	572,394

SUMMARY OF QUARTERLY RESULTS

Quarterly results for each of the eight most recently completed quarters is not available as it does not provide meaningful information and the Entity did not previously disclose this information.

RESULTS OF OPERATIONS

Year ended October 31, 2025, compared with year ended October 31, 2024

The Property's net loss for the year ended October 31, 2025 was $25,000, compared to $nil for the year ended October 31, 2024. The increase primarily reflects the accrual of professional and advisory fees incurred in connection with the proposed Spin-Out and related audit, legal, and regulatory activities necessary to complete the Transaction and prepare the required disclosure documents.

FINANCIAL CONDITIONS, LIQUIDITY AND CAPITAL RESOURCES

The Property is comprised of no producing resource properties, and consequently does not generate operating income or cash flow. To date, the Property has relied upon its owners' investments to provide working capital for claims acquisitions and maintenance and exploration activities. Since the Property does not expect to generate any revenues in the near future, it will continue to rely upon the owners' investments. There can be no assurance that the owners' investments will be available to the Project when required, or on terms satisfactory to the Project.

The Property had a working capital deficiency of at October 31, 2025. The principal factors affecting the liquidity of the Properties are:

- Property does not have any cash; and
- Future development of the Property's exploration and evaluation assets will depend on the Property obtaining financing that may not be available on acceptable terms or at all.

FINANCIAL RISK MANAGEMENT

The Property classifies accounts payable and accrued liabilities as amortized costs, and had no other financial instruments at October 31, 2025 and October 31, 2024.

The Property is exposed in varying degrees to a variety of financial instrument related risks. The type of risk exposure and the way in which such exposure is managed is provided as follows:

Credit risk

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss. The Properties is currently not exposed to credit risk.

Liquidity risk

Liquidity risk is the risk that the Property will not be able to meet its financial obligations as they fall due. As at October 31, 2025, the Property had working capital deficit of $54,352 (October 31, 2024 - $nil). As at October 31, 2025, the Property had accounts payable and accrued liabilities of $54,352 (October 31, 2024 - $nil) due within 90 days.

The Property's liquidity and operating results may be adversely affected if its access to the capital markets is hindered. The Property has no source of revenue. There is no assurance that the Property will be able to raise equity financing. The Property assesses liquidity risk as high.

Market risk

Market risk is the risk that the fair value or future cash flows from a financial instrument will fluctuate because of changes in market prices or prevailing conditions. Market risk consists of currency risk, interest rate risk and other price risk.

(i) Currency risk

The Property holds no financial instruments that are denominated in a currency other than Canadian dollars. As at October 31, 2025, the Property is not exposed to currency risk.

(ii) Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Property has no outstanding debt subject to variable interest. Accordingly, the Property does not believe it is exposed to significant interest rate risk.

(iii) Other price risk

Other price risk is the risk that the fair value of financial instruments will fluctuate due to changes in market prices, other than those arising from interest rate or foreign exchange risk. The carve-out financial statements relate solely to the activities and assets of the Property and do not include investments in equity securities or other market-sensitive financial instruments. As a result, the Property is not exposed to significant other price risk.

CAPITAL RISK MANAGEMENT

The Property objectives when managing capital are to safeguard the Property's ability to continue as a going concern, so that it can provide returns to stakeholders. The Property considers the items included in equity

as capital. The Property's capital as of October 31, 2025 is $629,888 (October 31, 2024 - $572,394). The Property manages the capital structure and adjusts it in light of changes in economic conditions and the risk characteristics of the underlying assets.

The Property assets are at exploration stage it is currently unable to self-finance its operations. The Property has historically relied on Latin Metals contributions to raise sufficient funds to carry out its mineral properties claims maintenance, exploration and acquisition activities. Therefore, the Property intends to raise additional funds as required to carry out its activities. There can be no assurance that the Property will be successful in its efforts to arrange additional financing on terms satisfactory to the Property or at all.

Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Property, is reasonable. There were no changes in the Property's approach to capital management during the years ended October 31, 2025 and October 31, 2024. The Property is not subject to externally imposed capital restrictions.

RELATED PARTIES TRANSACTIONS

All transactions with related parties have occurred in the normal course of operations. All amounts are unsecured, non-interest bearing, and have no specific terms of settlement, unless otherwise noted.

Key management personnel compensation
Key management personnel include those individuals having authority and responsibility for planning, directing and controlling the activities of the Property. For the purposes of these carve-out financial statements, key management personnel comprise the Vice President, Exploration of Latin Metals in respect of services provided to the Property.

For the period from May 8, 2025 (the date the individual became a related party and met the definition of key management personnel) to October 31, 2025, key management compensation consisted of geological consulting fees of $21,266, which were capitalized to exploration and evaluation assets. As at October 31, 2025, $12,301 was payable to key management personnel.

ENVIRONMENTAL LIABILITIES

The Property is not aware of any environmental liabilities or obligations associated with its mineral properties. The Company is conducting its operations in a manner consistent with governing environmental legislation.

OFF BALANCE SHEET ARRANGEMENTS

The Property is not a party to any off-balance sheet arrangements or transactions.

PROPOSED TRANSACTONS

On December 8, 2025, Latin Metals has entered into an arrangement agreement (the "Arrangement Agreement") with Latin Explore pursuant to which the parties intend to complete the Spin-Out the Property.

Arrangement Details

The Spin-Out is expected to proceed by way of a statutory plan of arrangement under the Business Corporations Act (British Columbia) (the "Arrangement").

Under the Arrangement, Latin Metals will distribute approximately 10,944,000 common shares of Latin Explore ("Latin Explore Shares") to shareholders of Latin Metals on the share distribution record date, which will be the business day immediately preceding the effective date of the Arrangement or such other date as determined by the board of directors. Latin Metals is expected to retain approximately 2,736,000 Latin Explore Shares.

Prior to completing the Arrangement, Latin Explore will undertake a share exchange with a private British Columbia company ("Finco"). Finco will have completed a non-brokered private placement of 25,000,000 subscription receipts at a price of $0.10 per subscription receipt for gross proceeds of $2,500,000 (the "Concurrent Financing"). Each subscription receipt will convert into one Finco unit upon satisfaction of specified escrow release conditions (the "Escrow Release Conditions"). Each Finco unit will consist of one Finco common share and one-half of one Finco common share purchase warrant, with each whole warrant exercisable into one additional Finco share at an exercise price of $0.20 for a period of twenty-four months.

FinCo may pay finder's fees on all or a portion of the Concurrent Financing, consisting of a cash commission equal to up to 7% of the total gross proceeds raised and non-transferable finder's warrants (each, a "Finder's Warrant") equal to up to 7% of the total number of subscription receipts issued. Each Finder's Warrant will be exercisable into one common share of FinCo at an exercise price of $0.10 per share for a period of 12 months from the date of issuance.

Upon closing of the share exchange between Latin Explore and Finco, each Finco common share will be exchanged for one Latin Explore Share, and each Finco warrant will become exercisable to acquire one Latin Explore Share on the same terms established at issuance.

The gross proceeds of the Concurrent Financing will be held in escrow until the Escrow Release Conditions are satisfied or waived. If these conditions are not met within 180 days of the closing of the financing, and unless Finco extends this outside date by an additional thirty-day period, the escrowed proceeds will be returned to subscribers on a pro rata basis. To the extent there is any shortfall in returning funds to subscribers, Finco will be required to contribute the amount necessary to eliminate the deficiency. Once released from escrow, the net proceeds are intended to be used by Latin Explore, following completion of the share exchange, to fund exploration work programs and for general working capital purposes.

Following completion of the Arrangement, it is anticipated that shareholders of Latin Metals will collectively hold approximately 28% of the issued and outstanding Latin Explore Shares, Latin Metals will hold approximately 7%, and the shareholders of Finco will hold approximately 65%. Upon closing of the Arrangement, Latin Explore will become a reporting issuer in British Columbia and Alberta and intends to apply for a listing of its shares on the TSXV, subject to meeting all applicable listing requirements.

Completion of the Arrangement is subject to a number of conditions, including approval of at least two-thirds of the votes cast by Latin Metals' shareholders at a special meeting, approval of the Supreme Court of British Columbia, acceptance of the TSXV, and satisfaction of customary closing conditions. There can be no assurance that these approvals will be obtained or that the Arrangement will be completed on the terms contemplated, or at all.

RISKS AND UNCERTAINTIES

The information provided in this document is not intended to be a comprehensive review of all matters concerning the Property. The users of this information, including but not limited to investors and prospective investors, should read it in conjunction with all other disclosure documents provided including but not limited to all documents filed on SEDAR+ (www.sedarplus.ca) for Latin Metals.

Limited Operating History

The Property's projects are in the exploration stage and are not commercially viable at this time. The Property has not recorded any revenues from mining operations and there is no certainty that the exploration expenditures towards the search and evaluation of mineral deposits will result in discoveries of commercial quantities of ore or that the Property will generate revenue, operate profitably or provide a return on investment in the future. There can be no assurance that significant additional losses will not occur in the

future. The operating expenses and capital expenditures may increase in subsequent years with advancing exploration, evaluation, development of properties if proven successful and/or production of the properties. The Property does not expect to receive revenues from operations in the foreseeable future. The Property expects to incur losses until such time as its properties enter into commercial production and generate sufficient revenue to fund its continuing operations. The development of the Property's projects will require the commitment of substantial resources and there can be no assurance that the Property will be able to finance its operations externally.

There can be no assurance that the Property's exploration programs will result in locating commercially exploitable mineral ores or that its properties will be successfully developed. There can be no assurance that the underlying assumed levels of expenses will prove to be accurate

Conflicts of Interest

Certain directors and officers of the Property may become or are also directors, officers or shareholders of other companies that are similarly engaged in the business of acquiring and exploiting natural resource properties. Such associations may give rise to conflicts of interest from time to time. The directors of the

Property will be required by law to act honestly and in good faith with a view to the best interests of the Property and to disclose any interest which they may have in any project or opportunity of the Property. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict is required under the British Colombia Business Corporations Act to disclose his interest and to abstain from voting on such matter.

Foreign Jurisdictions

The Property's projects are located in foreign jurisdictions and are subject to risks relating to political stability and changes in laws relating to foreign ownership, government participation, taxation, royalties, duties, rates of exchange, exchange controls, export controls, land use and operational safety, and the potential for terrorism or military repression.

APPENDIX "E"

LATIN EXPLORE PRO-FORMA FINANCIAL STATEMENTS

See attached.

LATIN EXPLORE INC.

PRO-FORMA CONSOLIDATED FINANCIAL STATEMENTS

OCTOBER 31, 2025

(Unaudited. Prepared by management)

(Expressed in Canadian Dollars)

Corporate Registered Office

Suite 880 – 320 Granville Street,
Vancouver, BC, V6C 1S9, Canada
Tel: 604-638-3456

CONTENTS

LATIN EXPLORE INC.
PRO-FORMA CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
AS AT OCTOBER 31, 2025
(Expressed in Canadian dollars. Unaudited.)

	Latin Explore Inc.	1559749 B.C. LTD.	Note	Pro-Forma Adjustments	Pro-Forma Resulting Issuer
ASSETS					
Current assets					
Cash	$ 1	$ 1	3(b)	$ 3,000,000	$ 2,530,000
			3(b)	(155,000)	
			3(c)	(2)	
			3(d)	(315,000)	
	$ 1	$ 1		$ 2,529,998	$ 2,530,000
Exploration and evaluation assets			3(a)	684,240	684,240
Total Assets	**$ 1**	**$ 1**		**$ 3,214,238**	**$ 3,214,240**
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current liabilities					
Accounts payable and accrued liabilities	$ 30,700	$ 5,112		$ -	$ 35,812
Promissory note	-	-	3(a)	684,240	-
			3(a)	(684,240)	
	$ 30,700	$ 5,112		$ -	$ 35,812
Shareholder's equity (deficit)					
Share capital	$ 1	$ 1	3(a)	$ 684,240	$ 3,475,740
			3(b)	3,000,000	
			3(b)	(208,500)	
			3(c)	(2)	
Reserves	-	-	3(b)	53,500	53,500
Deficit	(30,700)	(5,112)	3(d)	(315,000)	(350,812)
	(30,699)	(5,111)		3,214,238	3,178,428
Total Liabilities and Shareholder's Equity	**$ 1**	**$ 1**		**$ 3,214,238**	**$ 3,214,240**

1. PROPOSED ARRANGEMENT

The accompanying unaudited pro-forma consolidated financial statements of Latin Explore Inc. ("Latin Explore" or the "Company" or "SpinCo") have been prepared by management in accordance with IFRS Accounting Standards ("IFRS") based on information derived from the financial statements of Latin Explore Inc. ("SpinCo"), 1559749 BC Ltd. ("FinCo"), Auquis and Para Properties Carve-Out (the "Property"). The accounting policies applied are the same accounting policies as described in the Property's carve-out financial statements. The unaudited pro-forma consolidated financial statements have been prepared for inclusion in the information circular in conjunction with the spin-out of SpinCo, a wholly owned subsidiary of Latin Metals Inc. ("Latin Metals"), and the proposed amalgamation with FinCo (as described in more detail below).

Plan of Arrangement and Financing

On December 8, 2025, Latin Metals and SpinCo entered into an arrangement agreement (the "Arrangement Agreement") in respect of an arrangement (the "Arrangement") pursuant to which the parties intend to complete a spin-out transaction of Latin Metals' Auquis and Para projects in Peru (the "Spin-Out Properties"). Under the Arrangement, Latin Metals will cause its wholly-owned subsidiary, Zafiro Mines S.A.C. ("Zafiro"), to transfer the Spin-Out Properties to a wholly-owned subsidiary of SpinCo in exchange for a promissory note equal to their fair market value. Zafiro will then assign this promissory note to Latin Metals as a return of capital or a receivable. SpinCo will assume the obligation under the promissory note and will issue common shares to Latin Metals in full and final settlement of the that liability. These SpinCo common shares will be distributed to existing Latin Metals shareholders pursuant to a court-approved plan of arrangement (the "Plan of Arrangement") under Part 9, Division 5 of the Business Corporations Act (British Columbia). Latin Metals will also retain a portion of the common shares of SpinCo.

The Arrangement Agreement contemplates that, prior to the effective time of the Plan of Arrangement, SpinCo will acquire all of the issued and outstanding shares of FinCo pursuant to a separate share exchange agreement. On November 26, 2025, the SpinCo and FinCo signed a Letter of Intent (the "LOI") setting out the terms of the proposed business combination whereby SpinCo would acquire the FinCo (the "Business Combination").

In connection with the Business Combination and the Arrangement, FinCo has begun seeking subscriptions for a non-brokered private placement (the "Financing") of up to 30,000,000 subscription receipts (upsized from 25,000,000 subscription receipts) at a price of $0.10 per receipt, for gross proceeds of up to $3,000,000. Each subscription receipt will automatically convert into one unit upon satisfaction of specified escrow release conditions, each unit consisting of one common share and one-half of one common share purchase warrant. Each whole warrant entitles the holder to acquire one additional common share at a price of $0.20 for a period of 24 months following closing. The escrow release conditions include (i) approval of the Plan of Arrangement by Latin Metals shareholders, (ii) receipt of a final order of the Supreme Court of British Columbia approving the Plan of Arrangement, and (iii) confirmation by the Company's board that the Business Combination will be completed substantially in accordance with the LOI.

FinCo may pay finder's fees on all or a portion of the Financing, consisting of a cash commission equal to up to 7% of the total gross proceeds raised and non-transferable finder's warrants (each, a "Finder's Warrant") equal to up to 7% of the total number of subscription receipts issued. Each Finder's Warrant will be exercisable into one common share of FinCo at an exercise price of $0.10 per share for a period of 12 months from the date of issuance.

Pursuant to the Business Combination, all issued and outstanding FinCo common shares are to be exchanged on a one-for-one basis for common shares of SpinCo. In addition, each FinCo share purchase warrant outstanding immediately prior to closing becomes a warrant to acquire one SpinCo common share on the same terms and conditions as the original FinCo warrant.

2. PROPOSED ARRANGEMENT *(Cont'd…)*

It is contemplated under the LOI that following completion of the Arrangement (assuming completion of the Financing), SpinCo will be the parent company of FinCo, and the shareholders of the FinCo will hold approximately 68.6% of the issued and outstanding shares of SpinCo, Latin Metals shareholders will hold approximately 25.1%, and Latin Metals will retain approximately 6.3%.

The closing of the Plan of Arrangement is subject to receipt of shareholder approval, court approval, and conditional approval of the TSX Venture Exchange. There can be no assurance that the Plan of Arrangement or the Financing will close as planned or at all.

3. BASIS OF PRESENTATION

The accompanying unaudited pro forma consolidated financial statements have been prepared by management to give effect to (i) the Agreement, (ii) the Financing, and (iii) the Business Combination. In the opinion of management, the unaudited pro-forma consolidated financial statements include all adjustments necessary for the fair presentation of the transactions described in Note 1 in accordance with International Financial Reporting Standards (see Note 3 "Pro Forma Assumptions and Adjustments"). The unaudited pro forma consolidated financial statements have been prepared for illustrative purposes only and may not be indicative of the financial position and results of operations that would have occurred if the transactions had taken place on the dates indicated or of the financial position or operating results which may be obtained in the future. The unaudited pro-forma consolidated financial statements are not a forecast or projection of future results. The actual financial statements and results of SpinCo for any period following October 31, 2025 will likely vary from the amounts set forth in the unaudited pro forma consolidated financial statements and such variation may be material.

The unaudited pro-forma consolidated financial statements should be read in conjunction with:

(a) SpinCo's audited financial statements for the period from incorporation on October 7, 2025 to October 31, 2025

(b) FinCo's audited financial statements for the period from incorporation on October 8, 2025 to October 31, 2025

(c) The Auquis and Para Projects audited carve-out consolidated financial statements for the years ended October 31, 2025 and 2024.

(d) The additional information set out in Note 3

The unaudited pro−forma consolidated statement of financial position has been prepared as if the Agreement, the Financing, and the Share Exchange had occurred on October 31, 2025.

4. PRO-FORMA ASSUMPTIONS AND ADJUSTMENTS

The unaudited pro-forma consolidated statements of financial position incorporate the following pro-forma assumptions and adjustments to give effect to the transactions described in Note 1 and other transactions described below as if they had occurred on October 31, 2025:

a) Acquisition of Auquis and Para properties

In connection with the spin-out of the Spin-Out Properties, as described in Note 1, SpinCo acquired the properties from Latin Metals. The fair value of the consideration was determined with reference to the cumulative exploration and evaluation expenditures incurred by Latin Metals on the Spin-Out Properties to October 31, 2025, which totalled $684,240, as reported in the audited carve-out financial statements for the Auquis and Para Projects for the years ended October 31, 2025 and 2024. As payment for the consideration, SpinCo issued a promissory note for $684,240. Immediately prior to completion of the Plan of Arrangement, the promissory note was settled through the issuance of 13,680,000 of SpinCo common shares to Latin Metals.

(Unaudited. Prepared by management.) (Expressed in Canadian dollars.)

5. PRO-FORMA ASSUMPTIONS AND ADJUSTMENTS *(Cont'd…)*

As the fair value of the SpinCo's shares could not be reliably measured at the settlement date, the extinguishment of the promissory note was recorded at its carrying amount with a corresponding credit to share capital.

Allocation of the purchase price was as follows:

Purchase price	
Promissory Note payable – fair value of consideration	$ 684,240
Net assets acquired	
Exploration and evaluation assets	$ 684,240

(b) Financing and Business Combination

In connection with the transaction FinCo completed a private placement financing for gross proceeds of $3,000,000 (upsized from $2,500,000), issuing subscription receipts at a price of $0.10 per subscription receipt. Upon satisfaction of the escrow release conditions (Note 1), each subscription receipt automatically converted into one unit, with each unit comprising one common share and one-half of one common share purchase warrant. Each whole warrant entitles the holder to acquire one additional common share at a price of $0.20 for a period of 24 months following closing.

On completion of the Business Combination, SpinCo issued 30,000,000 of its common shares to the former FinCo shareholders, and each of the 15,000,000 FinCo warrants became a warrant to purchase one SpinCo common share on the same terms.

Expenditures related to the Financing are expected to total $208,500, of which $53,500 representing the value of 1,260,000 finder's warrants, expected to be issued in connection with the Financing. Each finder's warrant entitles the holder to acquire one common share at an exercise price of $0.10 for a period of 12 months from the date of issuance. These finder's warrants were fair-valued using the Black-Scholes option pricing model and the following assumptions: risk-free interest rate of 2.39%, expected life of 1 year, expected volatility of 110%, and a dividend yield of 0%.

The net proceeds from the financing will be used to advance the exploration of the Spin-Out Projects and for general working capital purposes.

(c) Cancellation of incorporation shares

Each of SpinCo and FinCo cancel their incorporation share.

(d) Transaction costs

The Company has estimated transaction costs of $315,000 are expected to be paid by the Resulting Issuer in respect of professional and regulatory fees for the Arrangement and have been recorded as transaction costs.

(Unaudited. Prepared by management.) (Expressed in Canadian dollars.)

CAPITAL STOCK AND RESERVES

Equity

Authorized

Unlimited common shares without par value

Issued:

	Number of shares	Amount	Reserves
	#	$	$
SpinCo Shares issued and outstanding at October 31, 2025	1	1	-
FinCo Shares issued and outstanding at October 31, 2025	1	1	-
Shares issued to Latin Metals in settlement of the promissory note as consideration for the acquisition of Auquis and Para projects	13,680,000	684,240	-
Financing, 30,000,000 shares and 15,000,000 warrants	30,000,000	3,000,000	-
Financing costs – finders' fees, professional fees, regulatory fees	-	(208,500)	53,500
Cancellation of incorporation share	(2)	(2)	-
Pro-Forma Balances at October 31, 2025	**43,680,000**	**3,475,740**	**53,500**

Warrants

The pro-forma number of warrants outstanding subsequent to the Arrangement Agreement and the Business Combination is:

Number of warrants	Weighted average exercise price	Expiry date
15,000,000	$0.20	October 31, 2027
1,260,000*	$0.10	October 31, 2026

*Finders' warrants

PRO FORMA EFFECTIVE INCOME TAX RATE

The pro forma effective statutory income tax rates applicable to the operations following completion of the Arrangement and the Share Exchange are approximately 27% in Canada and 29% in Peru.

APPENDIX "F"

INTERIM ORDER

See attached.

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
DEC 11 2025
ENTERED

No. S-259251
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTIONS 288 TO 291 OF THE
BUSINESS CORPORATIONS ACT, S.B.C. 2002, C. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
LATIN METALS INC. AND LATIN EXPLORE INC.

LATIN METALS INC.

PETITIONER

INTERIM ORDER MADE AFTER APPLICATION

BEFORE	) ASSOCIATE JUDGE Robinson	) THURSDAY, DECEMBER 11, 2025

ON THE APPLICATION of the Petitioner, Latin Metals Inc. ("**Latin Metals**"), for an interim order under section 291 of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCBCA**"), in connection with an arrangement involving Latin Metals and Latin Explore ("**Latin Explore**") under section 288 of the BCBCA;

☑ without notice coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on December 11, 2025, and on hearing Jonathan Lotz, counsel for Latin Metals, and upon reading the Affidavit #1 of Keith Henderson (the "**Henderson Affidavit**");

THIS COURT ORDERS that:

DEFINITIONS

1. As used in this Interim Order, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the draft notice of special meeting and management information circular of Latin Metals attached as Exhibit "A" to the Henderson Affidavit (the "**Circular**").

THE MEETING

2. Pursuant to sections 289, 290, and 291 of the BCBCA, Latin Metals is authorized to call, hold and conduct a special meeting (the "**Meeting**") of Latin Metals Shareholders, to be held in person at 320 Granville Street, Suite 880, Vancouver, British Columbia at 10:00 a.m. (Vancouver time) on January 14, 2026, to consider and, if thought advisable, approve a special resolution (the "**Arrangement Resolution**"), the full text of which is attached as Appendix "A" to the Circular, approving the Arrangement in accordance with the Plan of Arrangement attached as Appendix "H" to the Circular.

3. The Meeting shall be called, held and conducted in accordance with the BCBCA, the Circular, the articles of Latin Metals and applicable securities laws, subject to the terms of this Interim Order and any further order of this Court, as well as the rulings and directions of the Chairperson of the Meeting (the "**Chairperson**"), such rulings and directions not to be inconsistent with this Interim Order, and to the extent of any inconsistency, this Interim Order shall govern or, if not specified in the Interim Order, the Circular shall govern.

AMENDMENTS

4. Latin Metals is authorized to make, in the manner contemplated by and subject to the Arrangement Agreement, such amendments, modifications or supplements to the Arrangement Agreement, the Plan of Arrangement, and the Circular as it may determine without any additional notice to or authorization of the Latin Metals

Shareholders or further orders of this Court. The Arrangement Agreement, the Plan of Arrangement and the Circular as so amended, modified or supplemented, shall be the Arrangement Agreement, the Plan of Arrangement and the Circular to be submitted to Latin Metals Shareholders at the Meeting, as applicable, and the subject of the Arrangement Resolution.

ADJOURNMENTS AND POSTPONEMENTS

5. Notwithstanding the provisions of the BCBCA and the articles of Latin Metals, the board of directors of Latin Metals (the "**Board**") by resolution shall be entitled to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Latin Metals Shareholders respecting the adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements shall be given by such method as Latin Metals may determine is appropriate in the circumstances, including by press release, news release, newspaper advertisement, or by notice sent to the Latin Metals Shareholders by one of the methods specified in paragraph 8 of this Interim Order.

6. At any subsequent reconvening of the Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the original convening of the Meeting, except for any proxies that have been effectively revoked or withdrawn prior to any subsequent reconvening of the Meeting.

RECORD DATE

7. The record date for the determination of the Latin Metals Shareholders entitled to receive notice of and vote at the Meeting shall be 5:00 p.m. (Vancouver time) on December 8, 2025 (the "**Record Date**"), as approved by the Board. The Record Date shall remain the same despite any adjournments or postponements of the Meeting.

NOTICE OF MEETING

8. The Circular, the form of proxy, and the letter of transmittal (collectively, the "**Meeting Materials**"), substantially in the same form attached as Exhibits "A", "D" and "E", respectively, to the Henderson Affidavit, with such amendments or additional documents as counsel for Latin Metals may advise as necessary or desirable (provided that such amendments are not inconsistent with the terms of this Interim Order), shall be sent:

   (a) to registered Latin Metals Shareholders, determined as at the Record Date, at least 21 days prior to the Meeting, in accordance with National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

   (b) to non-registered (beneficial) Latin Metals Shareholders (those whose names do not appear in the securities register of Latin Metals), at least 21 days prior to the Meeting, in accordance with National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators;

   (c) at any time by email or facsimile transmission to any Latin Metals Shareholder who identifies themselves to the satisfaction of Latin Metals (acting through its representatives), who requests such email or facsimile transmission; and

   (d) to the officers, directors and auditors of Latin Metals by ordinary mail, by delivery in person, by recognized courier service, by email or by facsimile transmission at least 21 days prior to the date of the Meeting,

   and substantial compliance with paragraph 8 of this Interim Order shall constitute good and sufficient notice of the Meeting.

9. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of section 290(1)(a) of the BCBCA and Latin Metals shall

not be required to send to the Latin Metals Shareholders any other or additional statement pursuant to section 290(1)(a) of the BCBCA, and the requirement of section 290(1)(b) of the BCBCA to include certain disclosure in any advertisement of the Meeting is waived.

10. The Meeting Materials shall not be sent to registered Latin Metals Shareholders where mail previously sent to such holders by Latin Metals or its registrar and transfer agent has been returned to Latin Metals or its registrar and transfer agent on at least two previous consecutive occasions.

11. Accidental failure of or omission by Latin Metals to give notice of the Meeting to any one or more Latin Metals Shareholder, member of the Board, or to the auditors of Latin Metals, or the non-receipt of such notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Latin Metals (including, without limitation, any inability to use postal services) shall not constitute a breach of this Interim Order, or in relation to notice to the Latin Metals Shareholders, the Board or the auditors of Latin Metals, a defect in the calling of the Meeting shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of Latin Metals then it shall use reasonable efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

DEEMED RECEIPT OF MEETING MATERIALS

12. The Meeting Materials and any amendments, modifications, updates or supplements thereto and any notice of adjournment or postponement of the Meeting, shall be deemed to have been received:

    (a) in the case of mailing, when deposited in a post office or public letter box;

    (b) in the case of delivery in person, upon receipt thereof at the intended recipient's address or, in the case of delivery by courier, one (1) business day after receipt by the courier;

(c) in the case of transmission by email or facsimile, upon the transmission thereof;

(d) in the case of advertisement, at the time of publication of the advertisement; and

(e) in the case of electronic filing on SEDAR+, upon the transmission thereof.

NOTICE OF PETITION

13. The Notice of Petition, substantially in the form attached as Exhibit "C" to the Henderson Affidavit, is hereby approved as the form of notice of hearing for the hearing of the application for approval of the Final Order. A copy of this Interim Order and a copy of the Notice of Petition shall be attached as Appendix "F" and "G", respectively, to the Circular and form part of the Meeting Materials.

14. The sending of the Meeting Materials in accordance with paragraphs 8 and 12 of this Interim Order shall constitute good and sufficient service and notice of the Petition and notice of hearing of the application for the Final Order, and no other form of service need be effected and no other material need be served on such persons in respect of these proceedings, except with respect to any person who shall:

(a) file a Response to Petition, in the form prescribed by the Supreme Court Civil Rules, together with any evidence or material which is to be presented to the Court at the hearing of the application for the Final Order; and

(b) deliver the filed Response to Petition together with a copy of any evidence or material which is to be presented to the Court at the hearing of the application for the Final Order, to Latin Metals' counsel at:

c/o Lotz & Company
320 Granville Street, Suite 880
Vancouver, British Columbia
V6C 1S9

Attention: Jonathan Lotz
Email: jlotz@lotzandco.com

on or before 4:00 p.m. (Vancouver time) on January 13, 2026.

UPDATING MEETING MATERIALS

15. Notice of any amendments, modifications, updates or supplements to any of the information provided in the Meeting Materials, if required, may be communicated to the Latin Metals Shareholders by press release, news release, newspaper advertisement or by notice sent to the Latin Metals Shareholders by one of the methods specified in paragraph 8 of this Interim Order.

PERMITTED ATTENDEES

16. The only persons entitled to attend the Meeting shall be:

    (a) the registered Latin Metals Shareholders as at the Record Date, or their respective proxyholders;

    (b) directors, officers, advisors, agent or other representatives of Latin Metals or its affiliates;

    (c) directors, officers, advisors, agent or other representatives of Latin Explore or its affiliates; and

    (d) other persons with the prior permission of the Chairperson,

    and the only persons entitled to vote at the Meeting shall be the registered Latin Metals Shareholders at the close of business on the Record Date.

SOLICITATION OF PROXIES

17. Latin Metals is authorized to use the form of proxy in substantially the same form attached as Exhibit "D" to the Henderson Affidavit, subject to Latin Metals' ability to insert dates and other relevant information in the final form thereof and to make other non-substantive changes and changes legal counsel advise are necessary

or appropriate. Latin Metals is authorized, at its own expense, to solicit proxies, directly and through its directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communication as it may determine.

18. The procedure for delivery, revocation and use of proxies at the Meeting shall be as set out in the Meeting Materials.

19. Latin Metals may in its discretion generally waive the time limits for the deposit of proxies by Latin Metals Shareholders if Latin Metals deems it advisable to do so, such waiver to be endorsed on the proxy by the initials of the Chairperson.

QUORUM AND VOTING

20. At the Meeting, the votes shall be taken on the following bases:

(a) a quorum at the Meeting shall be one person present in person or by proxy;

(b) each registered Latin Metals Shareholder whose name is entered on the central securities register of Latin Metals at the close of business on the Record Date is entitled to one (1) vote for each Latin Metals Share registered in his/her/its name; and

(c) the requisite and sole approvals required to pass the Arrangement Resolution shall be:

(i) the affirmative vote of no less than two-thirds of the votes cast by Latin Metals Shareholders present in person or represented by proxy at the Meeting; and

(ii) a simple majority of the votes cast by Latin Metals Shareholders at the Meeting, excluding the votes cast by persons required to be excluded by Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions.*

21. For the purposes of counting votes respecting the Arrangement Resolution:

    (a) any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast and the Latin Metals Shares represented by such spoiled votes, illegible votes, defective votes and abstentions shall not be counted in determining the number of Latin Metals Shares represented at the Meeting; and

    (b) proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

SCRUTINEER

22. The scrutineer for the Meeting shall be Computershare Investor Services Inc. (acting through its representatives for that purpose). The duties of the scrutineer shall include:

    (a) reviewing and reporting to the Chairperson on the deposit and validity of proxies;

    (b) reporting to the Chairperson on the quorum of the Meeting;

    (c) reporting to the Chairperson on the polls taken or ballots cast, if any, at the Meeting; and

    (d) providing to Latin Metals and to the Chairperson written reports on matters related to their duties.

DISSENT RIGHTS

23. Each registered Latin Metals Shareholder as at the close of business on the Record Date may exercise rights of dissent ("**Dissent Rights**") with respect to the Latin Metals Shares held by such registered Latin Metals Shareholder, pursuant to and in the manner set out in Sections 237 to 247 of the BCBCA, as modified or supplemented by the terms of this Interim Order, the Plan of Arrangement or any

other order of this Court ("**Dissent Procedures**"), in connection with the Arrangement; provided that, notwithstanding Section 242(a) of the BCBCA, the written objection to the Arrangement Resolution referred to in Section 242(a) of the BCBCA (each, a "**Notice of Dissent**") must be received by Latin Metals not later than 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days before the date of the Latin Metals Meeting or any date to which the Latin Metals Meeting may be postponed or adjourned.

24. Only registered Latin Metals Shareholders as at 5:00 p.m. (Vancouver time) on the Record Date who provide a Notice of Dissent as contemplated in paragraph 23 of this Interim Order shall be entitled to exercise Dissent Rights. Accordingly, beneficial (non-registered) Latin Metals Shareholders who wish to exercise Dissent Rights must make arrangements for the registered holder of their beneficially owned Latin Metals Shares to exercise Dissent Rights on their behalf.

25. In addition to any other restriction under Sections 237 to 247 of the BCBCA, a Latin Metals Shareholder who has voted, or instructed a proxyholder to vote, in favour of the Arrangement Resolution shall not be entitled to exercise Dissent Rights with respect to the Arrangement.

26. A vote in person or by proxy against the Arrangement Resolution, a failure to vote in respect of the Arrangement Resolution, or an abstention at the Meeting shall not constitute as Notice of Dissent required under paragraph 23 of this Interim Order.

27. A Latin Metals Shareholder who wishes to exercise Dissent Rights may not exercise Dissent Rights in respect of only a portion of such holder's Latin Metals Shares and may only dissent with respect to all Latin Metals Shares in which the holder owns a beneficial interest.

28. The failure to strictly comply with the Dissent Procedures may result in the loss of any Dissent Rights.

29. The sending of the Circular in accordance with paragraph 8 of this Interim Order shall constitute sufficient and adequate notice to Latin Metals Shareholders of their

Dissent Rights in connection with the Arrangement, including the right of Latin Metals Shareholders who validly exercise Dissent Rights in strict compliance with the Dissent Procedures to receive the fair value of their Latin Metals Shares subject to the closing of the Arrangement.

30. Subject to any other order of this Court, the Dissent Rights in respect of the Arrangement Resolution available to the Latin Metals Shareholders under the BCBCA, this Interim Order and the Plan of Arrangement shall constitute full and sufficient rights of dissent for the Latin Metals Shareholders with respect to the Arrangement.

APPLICATION FOR FINAL ORDER

31. Upon the approval, with or without variation, of the Arrangement Resolution by the Latin Metals Shareholders in accordance with this Interim Order, Latin Metals may apply to this Court for an order (the "**Final Order**"):

    (a) approving the Arrangement in accordance with the Plan of Arrangement; and

    (b) declaring that the terms and conditions of the Arrangement are substantively and procedurally fair and reasonable to those persons who will receive securities in the exchanges provided for in the Plan of Arrangement.

32. The hearing of the application for the Final Order will be held on January 16, 2026, at 9:45 a.m. (Vancouver Time) before the Court at 800 Smithe Street, Vancouver, British Columbia, or as soon thereafter as the hearing of the application for the Final Order can be heard or at such other date and time as Latin Metals may determine or this Court may direct.

33. The persons entitled to appear and be heard at the hearing of the application for the Final Order or any other hearing for the approval of the Arrangement, shall be only:

(a) Latin Metals and its representatives;

(b) Latin Explore and its representatives; and

(c) Latin Metals Shareholders, who have filed and served a Response to Petition in accordance with paragraph 14 of this Interim Order and have otherwise complied with the Supreme Court Civil Rules.

34. In the event that the hearing of the application for the Final Order is adjourned, only those persons who have filed and served a Response to Petition in accordance with this Interim Order need to be served and provided with notice of the adjourned hearing date.

VARIANCE

35. Latin Metals shall be entitled, at any time, to apply to vary this Interim Order.

36. Rules 8 and 16 of the Supreme Court Civil Rules will not apply to any further applications in respect of this proceeding, including the application for the Final Order and any application to vary this Interim Order.

37. Latin Metals shall, and hereby does, have liberty to apply for such further orders of this Court as may be appropriate.

ENDORSEMENTS ATTACHED

BY THE COURT

REGISTRAR

CHECKED

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Counsel for the Petitioner
Jonathan Lotz

BY THE COURT

Registrar

APPENDIX "G"

NOTICE OF PETITION FOR FINAL ORDER

See attached.

No. S-259251
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTIONS 288 TO 291 OF THE
BUSINESS CORPORATIONS ACT, S.B.C. 2002, C. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
LATIN METALS INC. AND LATIN EXPLORE INC.

LATIN METALS INC.

PETITIONER

NOTICE OF PETITION

TO: The Shareholders of Latin Metals Inc. ("**Latin Metals**")

AND TO: Latin Explore Inc. ("**Latin Explore**")

NOTICE IS HEREBY GIVEN that a Petition to the Court has been filed by Latin Metals in the Supreme Court of British Columbia for approval, pursuant to section 291 of the *Business Corporations Act*, S.B.C. 2002 c. 57, of an arrangement involving Latin Metals (the "**Arrangement**"), in accordance with the proposed plan of arrangement (the "**Plan of Arrangement**") contemplated by an arrangement agreement dated as of December 8, 2025 between Latin Metals and Latin Explore.

NOTICE IS FURTHER GIVEN that by Order of Associate Judge Robinson, of the Supreme Court of British Columbia, dated December 11, 2025, the Court has given directions for the convening of a special meeting (the "**Meeting**") of the holders of common shares of Latin Metals (the "**Latin Metals Shareholders**") for the purpose of, among other things, considering and voting upon a special resolution to approve

the Arrangement, as more particularly described in the management information circular of Latin Metals prepared in connection with the Meeting.

NOTICE IS FURTHER GIVEN that if the Arrangement is approved at the Meeting, Latin Metals intends to apply to the Supreme Court of British Columbia for an order (the "**Final Order**") (i) approving the Arrangement in accordance with the Plan of Arrangement; and (ii) declaring that the terms and conditions of the Arrangement are substantively and procedurally fair and reasonable to those persons who will receive securities in the exchanges provided for in the Plan of Arrangement.

NOTICE IS FURTHER GIVEN that the application for the Final Order will be heard at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on January 16, 2026, at 9:45 a.m. (Vancouver time), or as soon thereafter as the hearing of the application for the Final Order can be heard or at such other date and time as Latin Metals and Latin Explore may determine or the Court may direct.

IF YOU WISH TO BE HEARD AT THE HEARING OF THE APPLICATION FOR THE FINAL ORDER OR WISH TO BE NOTIFIED OF ANY FURTHER PROCEEDINGS OR ADJOURNMENT OF THE APPLICATION, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing a Response to Petition at the Vancouver Registry of the Supreme Court of British Columbia, in the form prescribed by the Supreme Court Civil Rules, together with any evidence or material you intend to present to the Court at the hearing of the application for the Final Order, and YOU MUST ALSO DELIVER a copy of the Response to Petition and any other evidence or materials you intend to present to the Court at the hearing of the application for the Final Order to Latin Metals' counsel on or before 4:00 p.m. (Vancouver time) on January 13, 2026, at:

c/o Lotz & Company
320 Granville Street, Suite 880
Vancouver, British Columbia
V6C 1S9

Attention: Jonathan Lotz
Email: jlotz@lotzandco.com

YOU OR YOUR SOLICITOR may file the Response to Petition. You may obtain a form of Response to Petition at the Registry. The address of the Registry is 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

IF YOU DO NOT FILE A RESPONSE TO PETITION AND ATTEND EITHER IN PERSON OR BY COUNSEL at the time of the hearing of the application for the Final Order, the Court may approve the Arrangement and the Final Order, as presented, or may approve it subject to such terms and conditions as the Court deems fit, all without further notice to you. If the Arrangement is approved, it will affect the rights of the Latin Metals Shareholders.

A copy of the Petition to the Court and the other documents that were filed in support thereof will be furnished to any Latin Metals Shareholders upon request in writing addressed to the solicitors of the Petitioner at the address for delivery set out above.

DATED this 11th day of December, 2025.

Solicitor for the Petitioner,
Latin Metals Inc.

APPENDIX "H"

PLAN OF ARRANGEMENT

See attached.

SCHEDULE A

PLAN OF ARRANGEMENT
UNDER SECTION 288 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

(a) "**Aggregate Number of Latin Metals Spinco Shares**" means the number of Spinco Shares held by Latin Metals immediately prior to the Effective Time;

(b) "**Applicable Laws**" means with respect to any person, any Laws that are binding upon or applicable to such person, as amended unless expressly specified otherwise;

(c) "**Arrangement**" means the arrangement under Part 9, Division 5 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement and Article 6 hereof, or made at the direction of the Court in the Final Order with the consent of Latin Metals and Spinco, each acting reasonably;

(d) "**Arrangement Agreement**" means the arrangement agreement dated as of December 8, 2025, between Latin Metals and Spinco, as the same may be supplemented, restated or amended from time to time;

(e) "**Arrangement Resolution**" means the special resolution approving the Arrangement, to be substantially in the form and content of Schedule B attached to the Arrangement Agreement, to be considered, and if deemed advisable, passed with or without variation, by the Latin Metals Shareholders at the Latin Metals Meeting;

(f) "**BCBCA**" means the *Business Corporations Act* (British Columbia);

(g) "**Business Day**" means any day on which commercial banks are generally open for business in Vancouver, British Columbia other than a Saturday, a Sunday or a day observed as a holiday in Vancouver, British Columbia under the laws of the Province of British Columbia or the federal laws of Canada;

(h) "**Court**" means the Supreme Court of British Columbia;

(i) "**Depositary**" means Computershare Trust Company of Canada, or such other depositary as Latin Metals may determine;

(j) "**Dissent Procedures**" has the meaning given to it in Section 4.1(a) hereof;

(k) "**Dissent Rights**" has the meaning given to it in Section 4.1(a) hereof;

(l) "**Dissenting Shareholder**" means a Latin Metals Shareholder who has duly and validly exercised its Dissent Rights with respect to the Arrangement in strict compliance with the Dissent Procedures;

(m) "**Distribution Record Date**" means the close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Latin Metals Shareholders entitled to receive Latin Metals New Common Shares and Spinco Shares pursuant to this Plan of Arrangement or such other date as the board of directors of Latin Metals may select;

(n) "**DRS Advice**" has the meaning given to it in Section 5.1(a) hereof;

(o) "**Effective Date**" means the date on which the Arrangement becomes effective in accordance with the Arrangement Agreement;

(p) "**Effective Time**" means 12:01 a.m. on the Effective Date, or such other time as Latin Metals and Spinco agree to in writing before the Effective Date;

(q) "**Exchange Ratio**" means the quotient obtained by dividing (a) the difference between (i) the Aggregate Number of Latin Metals Spinco Shares, and (ii) the aggregate number of Retained Spinco Shares, by (b) the number of Latin Metals Shares issued and outstanding as of the Effective Time;

(r) "**Final Order**" means the final order of the Court approving the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of Latin Metals and Spinco, each acting reasonably, at any time prior to the Effective Date;

(s) "**Governmental Entity**" means: (i) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public body, authority or department, central bank, court, tribunal, arbitral body, commission, board, bureau, commissioner, ministry, governor in council, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the above; (iii) any quasi-governmental, administrative or private body, including any tribunal, commission, committee, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iv) any stock exchange;

(t) "**holder**", when not qualified by the adjective "registered", means the person entitled to a security hereunder whether or not registered in the securities register of Latin Metals;

(u) "**Income Tax Act**" means the *Income Tax Act* (Canada);

(v) "**Information Circular**" means the management information circular of Latin Metals, including all schedules thereto, to be sent to the Latin Metals Shareholders in connection with the Latin Metals Meeting, together with any amendments or supplements thereto;

(w) "**Interim Order**" means the interim order of the Court pursuant to the BCBCA providing for, among other things, the calling and holding of the Latin Metals Meeting, as such order may be amended, modified, supplemented or varied by the Court with the consent of Latin Metals and Spinco, each acting reasonably;

(x) "**Latin Metals**" means Latin Metals Inc., a company existing under the laws of the Province of British Columbia;

(y) "**Latin Metals Class A Shares**" has the meaning ascribed thereto in Section 3.1(b)(i)(A) hereof;

(z) "**Latin Metals Common Shares**" means the common shares without par value which Latin Metals is authorized to issue as same are constituted on the date hereof;

(aa) "**Latin Metals Meeting**" means the special meeting of the Latin Metals Shareholders, including any adjournment or postponement thereof, called and held in accordance with the Interim Order for the purpose of approving, among other things, the Arrangement Resolution;

(bb) "**Latin Metals New Common Shares**" has the meaning ascribed thereto in Section 3.1(b)(i)(B) hereof;

(cc) "**Latin Metals Shareholder**" means a registered holder of Latin Metals Common Shares;

(dd) "**Laws**" means any and all laws (statutory, common or otherwise), statutes, regulations, statutory rules, regulatory instruments, orders, injunctions, judgments, published policies and guidelines (to the extent that they have the force of law), and terms and conditions of any grant of approval, permission, authority or licence of any Governmental Entity, statutory body or self-regulatory authority;

(ee) "**Letter of Transmittal**" means the letter of transmittal in respect of the Arrangement to be sent to Latin Metals Shareholders together with the Information Circular;

(ff) "**Lien**" means any mortgage, deed of trust, charge, pledge, hypothec, security interest, lien (statutory or otherwise), or other third party encumbrance, in each case, whether contingent or absolute;

(gg) "**Retained Spinco Shares**" means 20% of the Spinco Shares held by Latin Metals immediately prior to the Effective Time, which Spinco Shares will be retained by Latin Metals;

(hh) "**person**" includes any individual, partnership, limited partnership, association, body corporate, corporation, company, organization, joint venture, trust, estate, trustee, executor, administrator, legal representative, government (including a Governmental Entity), syndicate or other entity;

(ii) "**Plan of Arrangement**" means this plan of arrangement, including any appendices hereto, and any amendments, variations or supplements hereto made from time to time in accordance with the terms hereof, the Arrangement Agreement or made at the direction of the Court in the Final Order with the consent of Latin Metals and Spinco, each acting reasonably;

(jj) "**Registrar**" means the Registrar of Corporations appointed pursuant to Section 400 of the BCBCA;

(kk) "**Spinco**" means 1559671 B.C. Ltd., a company existing under the laws of the Province of British Columbia;

(ll) "**Spinco Shares**" means the common shares without par value in the capital of Spinco;

(mm) "**Spinco Stock Option Plan**" means the stock option plan to be adopted by Spinco pursuant to the Arrangement Agreement and this Plan of Arrangement, in substantially the form set forth in the Information Circular to be sent to Latin Metals Shareholders in connection with the Latin Metals Meeting;

(nn) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended; and

(oo) "**U.S. Tax Code**" means the United States Internal Revenue Code of 1986, as amended.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "paragraph" followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement. Unless otherwise indicated, the terms "this Plan of Arrangement", "hereof", "herein", "hereunder" and "hereby" and similar expressions refer to this Plan of Arrangement as amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular Section or other portion hereof.

1.3 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa. Words importing gender include all genders and the neuter gender.

1.4 Date of Any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in the Letter of Transmittal are local time (Vancouver, British Columbia) unless otherwise stipulated herein or therein.

1.6 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

1.7 Construction

In this Plan of Arrangement:

(a) the word "or" is not exclusive and the word "including" is not limiting (whether or not non-limiting language such as "without limitation" or "but not limited to" or other words of similar import are used with reference thereto);

(b) unless otherwise indicated, references in this Plan of Arrangement to any statute include all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation; and

(c) references to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2
EFFECT OF THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms a part of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set out herein. This Plan of Arrangement constitutes an arrangement under Division 5 of Part 9 of the BCBCA.

2.2 Binding Effect

As of and from the Effective Time, this Plan of Arrangement shall be binding upon Latin Metals, Spinco, the Latin Metals Shareholders (including Dissenting Shareholders), and the holders of Spinco Shares, without any further act or formality required on the part of any person, except as specified herein.

2.3 Transfers Free and Clear

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of all Liens.

ARTICLE 3
ARRANGEMENT

3.1 The Arrangement

Commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality on the part of any person, in each case, and unless stated otherwise, effective as at one-minute intervals starting at the Effective Time:

(a) at the Effective Time:

(i) each Latin Metals Common Share held by a Dissenting Shareholder who is ultimately determined to be entitled to be paid the fair value of the Latin Metals Common Shares in respect of which such Dissenting Shareholder has exercised Dissent Rights shall be, and shall be deemed to be, transferred by the holder thereof, without any further act or formality on its part, to Latin Metals (free and clear of all Liens) and such Dissenting Shareholder shall cease to be the holder thereof or to have any rights as a holder in respect of such Latin Metals Common Shares other than the right to be paid the fair value of such Latin Metals Common Shares determined and payable in accordance with Article 4 hereof; and

(ii) the name of each Dissenting Shareholder shall be removed from the securities register of Latin Metals and the Latin Metals Common Shares in respect of which such Dissenting Shareholder has exercised Dissent Rights shall be automatically cancelled as of the Effective Date;

(b) after the steps in Section 3.1(a) above occur:

(i) the authorized share structure of Latin Metals shall be altered by:

(A) renaming and redesignating all of the issued and unissued Latin Metals Common Shares as "Class A common shares without par value" and amending the special

rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, such shares hereinafter referred to as the "**Latin Metals Class A Shares**"; and

(B) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Latin Metals Common Shares immediately prior to the Effective Time, such shares hereinafter referred to as the "**Latin Metals New Common Shares**";

(ii) Latin Metals' notice of articles shall be amended to reflect the alterations in Section 3.1(b)(i) hereof;

(iii) each of the issued and outstanding Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) outstanding on the Distribution Record Date shall be exchanged for:

(A) one (1) Latin Metals New Common Share; and

(B) such number of Spinco Shares as is equal to the Exchange Ratio, subject to adjustment in accordance with Section 3.2,

and the registered holders of the Latin Metals Class A Shares shall be removed from the securities register of Latin Metals as the holders of such Latin Metals Class A Shares, and shall be added to the securities register of Latin Metals as the holders of the number of Latin Metals New Common Shares that they have received on the exchange set forth in this Section 3.1(b)(iii) hereof, and the Spinco Shares transferred to the then holders of the Latin Metals Class A Shares shall be registered in the name of the former holders of the Latin Metals Class A Shares and Latin Metals shall provide Spinco notice to make the appropriate entries in the securities register of Spinco;

(iv) all of the issued Latin Metals Class A Shares shall be cancelled with the appropriate entries being made in the securities register of Latin Metals, and the aggregate paid-up capital (as that term is used for purposes of the Income Tax Act) of the Latin Metals New Common Shares shall be equal to that of the Latin Metals Common Shares immediately prior to the Effective Time less the fair market value, immediately before the Effective Time, of the Spinco Shares distributed pursuant to Section 3.1(b)(iii) hereof;

(v) the Latin Metals Class A Shares, none of which shall be issued or outstanding once the steps in Sections 3.1(b)(iii) to 3.1(b)(iv) hereof are completed, shall be cancelled and the authorized share structure of Latin Metals shall be changed by eliminating the Latin Metals Class A Shares; and

(vi) the notice of articles of Latin Metals shall be amended to reflect the alterations in Section 3.1(b)(v) hereof;

3.2 Adjustments to Exchange Ratio

The Exchange Ratio shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into Latin Metals Common Shares or Spinco Shares), reorganization, recapitalization or other like change with respect to the Latin Metals Common Shares or Spinco Shares occurring after the date of the Arrangement Agreement and prior to the Effective Time.

3.3 Paramountcy

From and after the Effective Time:

(a) this Plan of Arrangement shall take precedence and priority over any and all Latin Metals Common Shares issued and outstanding prior to the Effective Time;

(b) the rights and obligations of the holders of the Latin Metals Common Shares, and of Latin Metals, Spinco, the Depositary and any transfer agent or other depositary in relation thereto, shall be solely as provided in this Plan of Arrangement and the Arrangement Agreement; and

(c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Latin Metals Common Shares shall be deemed to have been settled, compromised, released and determined without liability except as set out in this Plan of Arrangement.

3.4 Deemed Fully Paid and Non-Assessable Shares

All Latin Metals New Common Shares and Spinco Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

3.5 Distribution Record Date

In Section 3.1(b)(iii) hereof, the reference to a holder of Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) shall mean a person who is a Latin Metals Shareholder on the Distribution Record Date, subject to the provisions of Article 4.

3.6 U.S. Securities Law Matters

Notwithstanding any provision herein to the contrary, Latin Metals and Spinco each agree that this Plan of Arrangement will be carried out with the intention that, and they will use their commercially reasonable best efforts to ensure that, all Latin Metals New Common Shares and all Spinco Shares issued in exchange for Latin Metals Class A Shares on completion of the Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof and similar exemptions under applicable state securities laws.

ARTICLE 4
DISSENT RIGHTS

4.1 Rights of Dissent

(a) Dissent Rights. Registered holders of Latin Metals Common Shares may exercise rights of dissent ("**Dissent Rights**") with respect to such Latin Metals Common Shares, pursuant to and in the manner set out in Sections 237 to 247 of the BCBCA and this Section 4.1 (the "**Dissent Procedures**"), in connection with the Arrangement; provided that, notwithstanding Section 242(a) of the BCBCA, the written objection to the Arrangement Resolution referred to in Section 242(a) of the BCBCA must be received by Latin Metals not later than 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days before the date of the Latin Metals Meeting or any date to which the Latin Metals Meeting may be postponed or adjourned, and provided further that Dissenting Shareholders who:

(i) are ultimately entitled to be paid by Latin Metals, the fair value for their Latin Metals Common Shares in respect of which they have exercised Dissent Rights, shall be deemed to have irrevocably transferred such Latin Metals Common Shares to Latin Metals pursuant to Section 4.1(a)(i) hereof in consideration of such fair value and shall not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Latin Metals Common Shares; or

(ii) are ultimately, for any reason, not entitled to be paid by Latin Metals the fair value for their Latin Metals Common Shares in respect of which they have exercised Dissent Rights shall be deemed to have participated in the Arrangement on the same basis as an Latin Metals Shareholder who has not exercised Dissent Rights, as at and from the time specified in Section 4.1(a)(i) hereof and be entitled to receive only the consideration set out in Section 4.1(a)(i) hereof that such holder would have received if such holder had not exercised Dissent Rights;

but in no case shall Latin Metals, Spinco, or any other person be required to recognize such holders as Latin Metals Shareholders, after the completion of the steps set out in Section 4.1(a)hereof, and each Dissenting Shareholder shall cease to be entitled to the rights of a holder of Latin Metals Common Shares in relation to which such Dissenting Shareholder has exercised Dissent Rights and the securities register of Latin Metals with respect to such Latin Metals Common Shares shall be amended to reflect that such former holder is no longer the holder of such Latin Metals Common Shares as and from the Effective Time and that such Latin Metals Common Shares have been cancelled. For greater certainty, and in addition to any other restriction under Sections 237 to 247 of the BCBCA, a Latin Metals Shareholder who has voted, or instructed a proxyholder to vote, in favour of the Arrangement Resolution shall not be entitled to exercise Dissent Rights with respect to the Arrangement.

(b) Persons not having Dissent Rights. For greater certainty, in addition to any other restrictions set out in the BCBCA, Latin Metals Shareholders who vote in favour of the Arrangement Resolution shall not be entitled to exercise Dissent Rights.

4.2 Reservation of Spinco Shares

If a Latin Metals Shareholder exercises Dissent Rights, Latin Metals shall, on the Effective Date, set aside and not distribute that portion of the Spinco Shares which is attributable to the Latin Metals Common Shares for which Dissent Rights have been exercised. If the dissenting Latin Metals Shareholder is ultimately not entitled to be paid for its Latin Metals Common Shares in respect of which it has exercised Dissent Rights, Latin Metals shall distribute to such Latin Metals Shareholder its pro rata portion of the Spinco Shares received in exchange therefor in connection with the Arrangement. If a Latin Metals Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for the Latin Metals Common Shares for which Dissent Rights have been exercised, then Latin Metals shall retain the portion of the Spinco Shares attributable to such Latin Metals Shareholder and such Spinco Shares shall be dealt with as determined by the Latin Metals board of directors in its discretion.

ARTICLE 5
CERTIFICATES

5.1 Effect of Arrangement

(a) Latin Metals Common Share Certificates. After the Effective Time, certificates representing Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) shall only

represent the right to receive certificates or a direct registration statement (DRS) advice (a "**DRS Advice**") representing the Latin Metals New Common Shares and the Spinco Shares to which the former holders of such Latin Metals Common Shares is entitled to pursuant to Section 3.1 hereof.

(b) Latin Metals Class A Shares. Recognizing that the Latin Metals Common Shares shall be renamed and redesignated as Latin Metals Class A Shares pursuant to Section 3.1(b)(i)(A) hereof and that the Latin Metals Class A Shares shall be exchanged for Latin Metals New Common Shares pursuant to Section 3.1(b)(iii) hereof, Latin Metals shall not issue replacement share certificates or DRS Advice representing the Latin Metals Class A Shares.

(c) Interim Period. Any Latin Metals Common Shares traded after the Distribution Record Date shall represent Latin Metals New Common Shares as of the Effective Date and shall not carry any rights to receive Spinco Shares.

5.2 Deposit of Certificates

(a) Latin Metals New Common Share Certificates. Following receipt of the Final Order and prior to the Effective Date, Latin Metals shall deposit or cause to be deposited with the Depositary certificates or DRS Advice representing the Latin Metals New Common Shares required to be issued to registered holders of Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares), which held such shares immediately prior to the Effective Time, in accordance with the provisions of Section 3.1(b)(iii) hereof, which certificates or DRS Advice shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of this Article 5.

(b) Spinco Share Certificates. Following receipt of the Final Order and prior to the Effective Date, Spinco shall deposit or cause to be deposited with the Depositary certificates or DRS Advice representing the Spinco Shares required to be issued to the former holders of Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) in accordance with the provisions of Section 3.1(b)(iii) hereof (calculated without reference to whether any Latin Metals Shareholders have exercised Dissent Rights), which certificates or DRS Advice shall be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of this Article 5.

5.3 Exchange of Share Certificates

(a) Exchange for Latin Metals New Common Share Certificates and Spinco Share Certificates. Following the later of the Effective Date and the surrender to the Depositary for cancellation of a certificate(s) or DRS Advice which immediately prior to the Effective Time represented outstanding Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificates or DRS Advice shall be entitled to receive in exchange therefor, (i) a certificate or DRS Advice representing the Latin Metals New Common Shares which such holder shall be entitled to receive in accordance with the provisions of Section 3.1(b)(iii) hereof; and (ii) the Spinco Shares which such holder shall be entitled to receive in accordance with the provisions of Section 3.1(b)(iii) hereof, less any amounts withheld pursuant to Section 5.8 hereof and any certificate or DRS Advice so surrendered shall forthwith be cancelled.

(b) Deposit of Latin Metals New Common Share Certificates and Spinco Share Certificates. As soon as practicable following the later of the Effective Date and the date of deposit with the Depositary from a registered holder on the Effective Date of Latin Metals Common Shares (as renamed and

redesignated Latin Metals Class A Shares) of a duly completed Letter of Transmittal and the certificate(s) or DRS Advice representing the Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) or other documentation as provided in the Letter of Transmittal pursuant to Section 5.3(a) hereof, each of Latin Metals and Spinco, as applicable, shall cause the Depositary to deliver to such holder certificate(s) or DRS Advice representing the number of Latin Metals New Common Shares and Spinco Shares, as applicable, which such holder has the right to receive (subject to any withholdings pursuant to Section 5.8 hereof, together with any dividends or distributions with respect thereto pursuant to Section 5.5 hereof) and the certificate or DRS Advice so surrendered shall forthwith be cancelled.

(c) Holding in Trust. Until such time as a former holder of Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) complies with the provisions of Section 5.3(a) hereof, all certificates or DRS Advice representing Latin Metals New Common Shares and Spinco Shares to which such holder is entitled, if any, shall, subject to Section 5.8, in each case be delivered to the Depositary to be held in trust for such holder for delivery to the holder, upon delivery of the Letter of Transmittal and the certificates or DRS Advice representing the Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) in accordance with Section 5.3(a) hereof.

5.4 Surrender of Rights

Any certificate or DRS Advice which immediately prior to the Effective Time represented outstanding Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) that were exchanged pursuant to Section 3.1(b)(iii) hereof and not deposited, together with all other instruments required by Section 5.3(a) hereof, on or prior to the sixth anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature as a shareholder of Latin Metals and Spinco, as applicable. On such date, the Latin Metals New Common Shares and the Spinco Shares, as applicable, to which the former holder of such Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) was ultimately entitled shall be deemed to have been surrendered to Latin Metals, in the case of the Latin Metals New Common Shares, and Spinco, in the case of the Spinco Shares, and cancelled, together with all entitlements to dividends, distributions and interest thereon held for such holder. None of Latin Metals, Spinco or the Depositary shall be liable to any person in respect of any such Latin Metals New Common Shares and Spinco Shares (or dividends, distributions and interest in respect thereof) cancelled or delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

5.5 Distributions with Respect to Unsurrendered Certificates

No dividends or other distributions declared or made after the Effective Time with respect to Latin Metals New Common Shares and Spinco Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) that were exchanged pursuant to Section 3.1(b)(iii) hereof, unless and until the holder of record of such certificate or DRS Advice shall surrender such certificate(s) or DRS Advice in accordance with Section 5.3(a) hereof. Subject to Applicable Laws, at the time of such surrender of any such certificate(s) or DRS Advice (or in the case of clause (ii) below, at the appropriate payment date), there shall be paid to the holder of record of the certificate(s) or DRS Advice formerly representing whole Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares), without interest, (i) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole Latin Metals New Common Share and such whole Spinco Share, as applicable; and (ii) on the appropriate payment date, the amount of dividends or other distributions with a record date after the

Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole Latin Metals New Common Share and such whole Spinco Share, as applicable.

5.6 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Latin Metals Common Shares (as renamed and redesignated Latin Metals Class A Shares) that were exchanged for Latin Metals New Common Shares and Spinco Shares pursuant to Section 3.1(b)(iii) hereof shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary shall issue in exchange for such lost, stolen or destroyed certificate, certificates or DRS Advice representing the Latin Metals New Common Shares and the Spinco Shares to which such holder is entitled to receive pursuant to Section 3.1(b)(iii) hereof. When authorizing such delivery of certificates or DRS Advice representing the Latin Metals New Common Shares and the Spinco Shares which such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom certificates representing Latin Metals New Common Shares and the Spinco Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to Latin Metals, Spinco and the Depositary in such sum as they may direct or otherwise indemnify Latin Metals, Spinco and the Depositary in a manner satisfactory to each of them against any claim that may be made against them with respect to the certificate alleged to have been lost, stolen or destroyed.

5.7 No Fractional Shares

In no event shall any holder of Latin Metals Common Shares be entitled to a fractional Spinco Share. Where the aggregate number of Spinco Shares to be issued to a former holder of Latin Metals Common Shares as consideration under this Arrangement would result in a fraction of a Spinco Share being issuable, the number of Spinco Shares to be received by such holder shall be rounded down to the nearest whole Spinco Share and no person shall be entitled to any compensation in respect of a fractional Spinco Share.

5.8 Withholding and Sale Rights

(a) Latin Metals, Spinco and the Depositary, as applicable, shall be entitled to deduct and withhold from (i) any Latin Metals New Common Shares and Spinco Shares, as applicable, or other consideration otherwise issuable or payable pursuant to this Plan of Arrangement to any holder of Latin Metals Common Shares; or (ii) any dividend or consideration otherwise payable to any holder of Latin Metals Common Shares or Spinco Shares, such amounts as Latin Metals, Spinco or the Depositary, as applicable, is required to deduct and withhold with respect to such issuance or payment, as the case may be, under the Income Tax Act, the U.S. Tax Code, or any provision of provincial, state, local or foreign tax law.

(b) To the extent that the amount so required to be deducted or withheld from the Latin Metals New Common Shares, Spinco Shares, securities, dividends or consideration otherwise issuable or payable to a holder exceeds the cash portion of the consideration otherwise payable to such holder, each of Latin Metals, Spinco and the Depositary, as applicable, is hereby authorized to sell or otherwise dispose of, at such times and at such prices as it determines, in its sole discretion, such portion of the Latin Metals New Common Shares or Spinco Shares, as applicable, otherwise issuable or payable to such holder as is necessary to provide sufficient funds to Latin Metals, Spinco or the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement, and shall notify the holder thereof and remit to such holder any unapplied balance of the net proceeds of such sale or disposition (after deducting applicable sale commissions and any other reasonable expenses relating thereto) in lieu of the Latin Metals New Common Shares or Spinco Shares, as applicable, or other consideration so sold or disposed of.

(c) To the extent that amounts are so withheld or Latin Metals New Common Shares, Spinco Shares or other securities or consideration are so sold or disposed of, such withheld amounts, or shares or other consideration so sold or disposed of, shall be treated for all purposes as having been paid to the holder of the shares in respect of which such deduction, withholding, sale or disposition was made; provided that such withheld amounts, or the net proceeds of such sale or disposition, as the case may be, are actually remitted to the appropriate taxing authority. None of Latin Metals, Spinco or the Depositary shall be obligated to seek or obtain a minimum price for any of the Latin Metals New Common Shares, Spinco Shares or other securities or consideration sold or disposed of by it hereunder, nor shall any of them be liable for any loss arising out of any such sale or disposition.

ARTICLE 6
AMENDMENT; WITHDRAWAL

6.1 Amendment of Plan of Arrangement

(a) Amendments. Latin Metals and Spinco reserve the right to amend, modify and supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that any amendment, modification or supplement shall be (i) set out in writing; (ii) approved by Latin Metals and Spinco; (iii) filed with the Court and, if made following the Latin Metals Meeting, approved by the Court; and (iv) communicated to or approved by the Latin Metals Shareholders, if and as required by the Court.

(b) Amendments Made Prior to or at the Latin Metals Meeting. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Latin Metals and Spinco at any time prior to or at the Latin Metals Meeting, with or without any other prior notice or communication, and, if so proposed and accepted by the persons voting at the Latin Metals Meeting shall become part of this Plan of Arrangement for all purposes.

(c) Amendments Made After the Latin Metals Meeting. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by agreement of Latin Metals and Spinco after the Latin Metals Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Latin Metals Meeting shall be effective and shall become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order by agreement of Latin Metals and Spinco, provided that it concerns a matter which, in the reasonable opinion of Latin Metals and Spinco, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of Latin Metals, Spinco, the Latin Metals Shareholders, or the holders of Latin Metals Warrants or Latin Metals Options.

(d) Withdrawal. Notwithstanding any prior approvals by the Court or by Latin Metals Shareholders, the board of directors of Latin Metals may decide not to proceed with the Arrangement and to revoke the resolution approving the Arrangement at any time prior to the Effective Time, without further approval of the Court or the Latin Metals Shareholders.

ARTICLE 7
FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the

Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to document or evidence any of the transactions or events set out herein.

APPENDIX "I"

DISSENT PROVISIONS

Definitions and application

237 (1) In this Division:

"dissenter" means a shareholder who, being entitled to do so, sends written notice of dissent when and as

required by section 242;

"notice shares" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised

under the notice of dissent;

"payout value" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291(2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or

(d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations, excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles

(i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on,

(ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91, or

(iii) without limiting subparagraph (i), in the case of a benefit company, to alter the company's benefit provision;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(1.1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent under section 51.995 (5) in respect of a resolution to alter its notice of articles to include or to delete the benefit statement.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) or 1.1 must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1)(g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240(2) (b) or (3)(b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238(1)(h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1)(a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242(4)(c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1)(c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the

company under subsection (1), who has complied with section 244(1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2)(a) of this section, the company must

(a) pay to each dissenter who has complied with section 244(1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1)(b) or (3)(b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244(4) or (5), 245(4)(a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244(1)(b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244(6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

APPENDIX "J"

FAIRNESS OPINION

See attached.

EVANS & EVANS, INC.

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December 8, 2025

LATIN METALS INC.
Suite 870, 320 Granville Street
Vancouver, British Columbia V6C 1S9

Attention: Special Committee of Board of Directors

Dear Sirs:

Subject: Fairness Opinion

1.0 Introduction

1.01 Evans & Evans, Inc. ("Evans & Evans" or the "authors of the Opinion") has been requested by the Special Committee (the "Committee") of the Board of Directors (the "Latin Metals Board") of Latin Metals Inc. ("Latin Metals" or the "Issuer") to prepare a Fairness Opinion (the "Opinion") with respect to a proposed transaction ("Proposed Transaction") to be completed pursuant to a plan of arrangement (the "Arrangement") under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) ("BCBCA") involving Latin Metals and its wholly-owned subsidiary, Latin Explore Inc. ("Latin Explore" or "SpinCo"). Pursuant to the Proposed Transaction, the Issuer intends to transfer all of its rights, title and interest in and to its Auquis copper-gold property ("Auquis") and Para copper property ("Para" and together with Auquis the "SpinCo Properties") to Latin Explore and to distribute shares of Latin Explore to Latin Metals shareholders (the "LM Shareholders") on the distribution record date in proportion to their respective Latin Metals shareholdings.

The purpose of the Opinion is to provide an opinion as to the fairness of the Arrangement, from a financial point of view to the LM Shareholders as at December 8, 2025. The Proposed Transaction is summarized in more detail in section 1.03 of this Opinion.

Latin Metals is a reporting issuer whose shares are listed for trading on the TSX Venture Exchange (the "TSXV") under the symbol "LMS". Latin Explore is a newly formed exploration company with no mineral property interests.

1.02 *Unless otherwise indicated, all monetary amounts are stated in Canadian dollars.*

1.03 The Issuer plans to enter into an arrangement agreement (the "Agreement") with SpinCo, pursuant to which the Issuer proposes a corporate restructuring ("Restructuring") by way of the Proposed Transaction, pursuant to which Latin Metals and Latin Explore will participate in a series of transactions whereby, among other things, Latin Metals will distribute the common shares of SpinCo (the "SpinCo Shares") such that the LM Shareholders will also become the holders of the SpinCo Shares. Latin Metals will also receive certain SpinCo Shares. A summary of the key aspects of the Restructuring and

Proposed Transaction is provided below, and the reader is advised to refer to the shareholder materials provided by the Issuer for a more a detailed description of the Proposed Transaction and Restructuring.

1. Prior to the effective time[1], Latin Metals will cause its wholly owned subsidiary Zafiro Mining S.A.C. ("Zafiro") to transfer to Diamante Mining S.A.C. ("Holdco"), a subsidiary of SpinCo the mining concessions comprising Para and Auquis.

2. As a result of the transfer of the SpinCo Properties, certain intercompany loans will be settled, or a reduction of capital of Zafiro will occur, in consideration of the issuance of 13,680,000 SpinCo Shares to Latin Metals (the "Distribution Shares").

3. SpinCo, 1559749 B.C. Ltd. ("Finco") and the shareholders of Finco (the "Finco Shareholders") will enter into a share exchange agreement (the "SEA"), whereby SpinCo will acquire all of the issued and outstanding common shares of Finco (the "Finco Shares"). Each Finco Share will be exchanged for one (1) SpinCo Share and each Finco common share purchase warrant (the "Finco Warrants") and Finco finder's warrant (the "Finco Finder's Warrants") will entitle the holder thereof to receive one (1) SpinCo Share, on the schedule and terms established at the time of the respective issuances of such Finco Warrants and Finco Finder's Warrants.

4. As a condition of the SEA, Finco will complete an equity financing (the "Concurrent Financing") in the amount of $3,000,000, comprised of 30,000,000 subscription receipts at a price of $0.10 per subscription receipt (the "Subscription Receipts"). Upon satisfaction of certain conditions, each Subscription Receipt will automatically be converted into a unit of Finco (each, a "Finco Unit") without further payment or action on the part of the holder. Each Finco Unit will consist of one Finco Share and one-half of one (1/2) Finco Warrant. Each Finco Warrant will be exercisable into one (1) Finco Share at an exercise price of $0.20 per Finco Share for a period of 24 months from the date of issuance.

5. Latin Metals will distribute the Distribution Shares to LM Shareholders, in a manner such that approximately 80% of the Distribution Shares will be distributed to LM Shareholders and the remaining 20% will be retained by Latin Metals.

6. It is the intention of Latin Metals that after giving effect to the transactions contemplated by the Agreement and the SEA, at closing, LM Shareholders will hold approximately 25%, Latin Metals will hold approximately 6%, and Finco Shareholders will hold approximately 69% of the issued and outstanding SpinCo Shares.

[1] The closing of the Proposed Transaction as set out in the Agreement

7. Latin Explore will seek a listing of the SpinCo Shares on the TSXV with focus on drill testing of Para.

The board of directors of Latin Explore (the "Latin Explore Board") will be comprised of Keith Henderson, another existing Latin Metals Board member, two new independent directors and a newly appointed Chief Executive Officer of SpinCo.

The Arrangement is subject to a number of conditions including the approval of the LM Shareholders, the approval of the Supreme Court of British Columbia and the approval of the TSXV.

The Proposed Transaction was initially announced on October 24, 2025 (the "Announcement Date").

1.04 Latin Metals was incorporated under the laws of the Province of British Columbia, on January 9, 2006. The Issuer's principal business activity is the acquisition, exploration and evaluation of mineral properties located in South America. The Issuer operates with a prospect generator model focusing on the acquisition of prospective exploration properties at a low cost, completing initial evaluation through cost-effective exploration to establish drill targets, and ultimately securing joint venture partners to fund drilling and advanced exploration.

The following description of the Issuer's mineral properties is derived from Latin Metals' public disclosure documents and the draft National Instrument 43-*101 Standards of Disclosure for Mineral Projects* ("NI 43-101") technical report on Para referenced herein. As of July 31, 2025, the total book value of the Issuer's exploration and evaluation assets, including the SpinCo Properties, was $5,941,358.

SpinCo Properties

Para Project

Para is an exploration property prospective for porphyry-style copper-molybdenum mineralization. Para comprises four contiguous mining concessions covering an area of 2,200 hectares ("ha") located approximately 106-kilometre ("km") southeast of the city of Lima, Peru. Access to the site of Para is available year-round via the paved Pan-American Highway to Chilca, followed by a network of secondary gravel roads and local tracks that lead directly to Para. Historical exploration work on Para commenced in 2013, with semi-continuation of exploration up until 2017 by Vale Exploration Peru S.A.C. ("Vale"), a subsidiary of Vale S.A.

The first three mining concessions comprising the Para were applied for in January and February 2023 through staking open ground. Para was expanded in 2025 by acquiring one more concession in July 2025, bringing Para to its current size of 2,200 ha across four

contiguous concessions. The concessions are held 100% by Zafiro. The concessions are registered with the Peruvian Ministry of Energy and Mines. Para is not subject to any royalties.

Between 2021 and 2025, the Issuer completed exploration work that includes surface sampling (stream talus and rock chip) and desktop analysis and reinterpretation of historical geological, geochemical, and geophysical data. Exploration work has identified that a prospective porphyry copper-molybdenum prospect is present on Para.

The book value of Para as of July 31, 2025, was $129,915. During the nine months ended July 31, 2025, the Issuer incurred approximately $7,176 in exploration expenditures on Para. In the years ended October 31, 2023, and 2024, the Issuer incurred exploration expenditures of $64,646 and $5,000, respectively, on Para.

Auquis Project

The Issuer acquired Auquis, located on the Peruvian Coastal Copper Belt, by staking and recently expanded the project to 3,600 ha. Auquis is located approximately 377 km south by road from Lima, 95 km from the coast, and is accessible year-round by paved road.

Two centers of mineralization have been recognized to date, specifically the Roze Zone, which is a copper porphyry system and the Blanco Zone (skarn mineralization). Exploration completed to date includes 291 soil samples, and 666 rock samples. In addition, 66 line km of magnetic surveys has been completed.

Soil sampling results define high-grade anomalous copper over a 3 km by 2 km area. A total of 253 soil samples within this area show copper-in-soil values greater than 500 ppm (0.05%) and up to 2,300 ppm (0.23%) copper. Subsequent rock sampling of 234 rock chip samples were collected to follow up on anomalous soil samples. Rock chip sampling highlighted copper grades ranging from 22 ppm to 12.8% copper across the property. Follow-up surface rock sampling added a total of 200 additional rock samples, returning anomalous mineralization grading up to 5.8% copper and 236ppm molybdenum. A total of 434 rock samples have now been collected across the project area, defining a core area of high-grade mineralization that measures 1.5 km by 1.5 km. Follow up exploration resulted in the discovery of new copper porphyry (Tinto zone) and skarn (Blanco zone) mineralization at the Auquis property. The Issuer subsequently completed a ground magnetic survey resulting in the interpretation of significant anomalies adjacent to and underlying mapped zones of porphyry and skarn mineralization.

On August 30, 2024, the Issuer announced the acquisition by staking of an additional 400 ha claim, contiguous with Auquis. The extension is located south of the Rose copper porphyry target area, which has potential to host an extension of the Rose porphyry system.

The book value of Auquis as of July 31, 2025, was $518,260. During the nine months ended July 31, 2025, the Issuer incurred approximately $14,401 in exploration expenditures on Auquis. In the years ended October 31, 2023, and 2024, the Issuer incurred exploration expenditures of $206,827 and $18,448, respectively on Auquis.

Remaining Properties

Following completion of the Proposed Transaction, Latin Metals will continue to hold, in addition to certain of the Distribution Shares, the following 16 mineral property interests and two net smelter return ("NSR") royalties.

PROJECT	COMMODITY	COUNTRY	STATUS
Mina Angela	Gold	Argentina	1.25% NSR Royalty
El Quemado	Lithium	Argentina	2.0% NSR Royalty
Esperanza	Copper - Gold	Argentina	Optioned to **Moxico Resources**
Huachi	Copper - Gold	Argentina	Optioned to **Moxico Resources**
Cerro Bayo	Silver - Gold	Argentina	Optioned to **Daura Gold**
La Flora	Silver - Gold	Argentina	Optioned to **Daura Gold**
Organullo	Gold	Argentina	Partner-Ready
Trigal	Gold	Argentina	Partner-Ready
Ana Maria	Gold	Argentina	Partner-Ready
Crosby	Silver	Argentina	Partner-Ready
Lacsha	Copper	Peru	Partner-Ready
Auquis	Copper - Gold	Peru	Transferred to Spinco
Para	Copper	Peru	
Jacha	Copper	Peru	Active Exploration
Tillo	Copper	Peru	Active Exploration
Mirador	Copper	Argentina	Active Exploration
Solario	Copper	Argentina	Active Exploration
Ventana	Copper	Argentina	Active Exploration
Terraza	Copper	Argentina	Active Exploration

Financial Overview

The Issuer's fiscal year ("FY") end is October 31, 2025. As of July 31, 2025, the Issuer had working capital of $1,331,616 (October 31, 2024 - $1,006,582) and cash of $1,138,310 (October 31, 2024 - $1,072,099). The Issuer has no interest-bearing debt.

Latin Metals is authorized to issue an unlimited number of common shares (each a "LM Share"), of which 133,007,651 are issued and outstanding as of the date of the Opinion. In

addition, Latin Metals has 5,020,000 stock options outstanding to acquire additional LM Shares at exercise prices ranging from $0.10 to $0.13 per LM Share. In addition, the Issuer has 29,847,453 warrants outstanding to acquire additional LM Shares at exercise prices ranging from $0.08 to $0.20 per LM Share.

On May 20, 2025, Latin Metals announced the closing of its non-brokered private placement (the "LM Offering"), for total gross proceeds of approximately $1,330,500. The LM Offering consisted of units, with each unit consisting of one LM Share and one warrant to purchase an additional LM Share. Each warrant entitles the holder thereof to purchase one LM Share at a price of $0.20 per share until May 20, 2028.

As of the date of the Opinion, the 20-day volume weighted average price ("VWAP") of the Issuer was $0.204, implying a market capitalization of approximately $27,070,000.

1.04 Latin Explore was incorporated under the laws of the Province of British Columbia under the name of "1559671 B.C. Ltd." and later changed its name to Latin Explore Inc. As of the date of the Opinion, SpinCo is a wholly owned subsidiary of Latin Metals.

After completion of the Proposed Transaction, Latin Explore will own the SpinCo Properties. Latin Explore intends to drill, test targets, and create value through discovery. After completion of the Proposed Transaction, its material property will be Para. SpinCo will initially focus on a drill program at Para, but will seek to acquire additional high-potential, advanced, drill-ready and permitted projects in Peru and elsewhere in South America.

The authorized capital of Latin Explore consists of an unlimited number of SpinCo Shares without par value. On completion of the Arrangement and following completion of the Concurrent Financing it is anticipated that there will be approximately 43,680,000 Spinco Shares outstanding. Of the SpinCo Shares, 10,944,000 will be held by LM Shareholders, 2,736,000 SpinCo Shares will be retained by Latin Metals, and 30,000,000 Spinco Shares are expected to be issued to Finco Shareholders that participated in in the Concurrent Financing pursuant to the SEA. Evans & Evans has assumed the price per Subscription Receipt under the Concurrent Financing would be $0.10 based on discussions with management, but such financing price is subject to market conditions.

1.05 Finco is a private company incorporated under the BCBCA under the name 1559749 B.C. Ltd. Pursuant to the SEA, shareholders of Finco intend to sell to SpinCo all of the issued and outstanding Finco Shares, and SpinCo wishes to purchase such Finco Shares, in consideration and exchange for SpinCo Shares.

1.06 The Committee retained Evans & Evans to act as an independent advisor to Latin Metals and to prepare and deliver the Opinion to the Committee to provide an independent opinion as to the fairness of the Arrangement, from a financial point of view to the LM Shareholders.

2.0 Engagement of Evans & Evans, Inc.

2.01 Evans & Evans was formally engaged by the Committee pursuant to an engagement letter with the Committee signed October 29, 2025 (the "Engagement Letter"). The Engagement Letter provides the terms upon which Evans & Evans has agreed to provide the Opinion to the Committee.

The terms of the Engagement Letter provide that Evans & Evans is to be paid a fixed professional fee for its services. In addition, Evans & Evans is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by Latin Metals in certain circumstances.

2.02 The fee established for the Opinion has not been contingent upon the opinions presented and Evans & Evans is independent to the Issuer, SpinCo and Finco.

3.0 Scope of Review

3.01 In connection with preparing the Opinion, Evans & Evans has reviewed and relied upon, or carried out, among other things, the following:

- Interviewed management of Latin Metals to gain an understanding of the current status of Latin Metals and Latin Explore and the plans going forward.
- Reviewed the substantially final form of the Agreement and associated Plan of Arrangement between Latin Metals and Latin Explore dated December 8, 2025.
- Reviewed the Issuer-prepared Transaction Step Plan respecting the Proposed Transaction.
- Reviewed the form of SEA to be entered into between Latin Explore and Finco and shareholders of Finco.
- Reviewed management responses to Evans & Evans questionnaire.
- Reviewed the Issuer's website (latin-metals.com/) and the November 2025 Investor Presentation.
- Reviewed the Latin Metals' press releases for the 24 months preceding the date of the Opinion.
- Reviewed the Latin Metals' capitalization table as of December 8, 2025, as provided by the management of the Issuer.
- Reviewed SpinCo's proposed capitalization structure as provided by the management of the Issuer.

- Reviewed the Issuer's unaudited condensed interim consolidated financial statements for the three months ended January 31, 2025, the six months ended April 30, 2025, and the nine months ended July 31, 2025.

- Reviewed the Latin Metals' annual financial statements for the fiscal years ended October 31, 2022, to 2024 as audited by Smythe LLP of Vancouver, Canada.

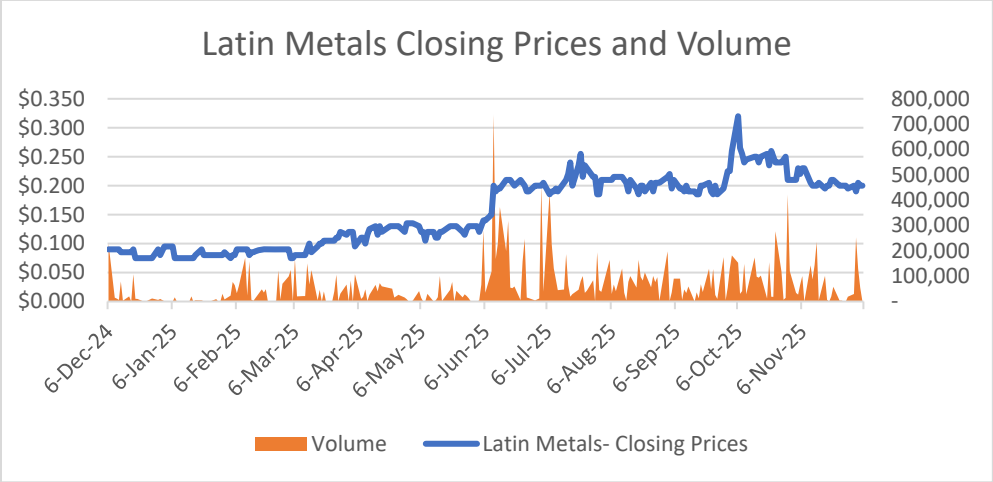
- Reviewed the Issuer's Management Discussion and Analysis for the three months ended January 31, 2025, the six months ended April 30, 2025, the nine months ended July 31, 2025, and the years ended October 31, 2023, and 2024.

- Reviewed and relied extensively on the draft NI 43-101 technical report on Para, prepared by SLR Consulting (Canada) Ltd., titled "NI 43-101 Technical Report for the Para Copper-Molybdenum Project, Lima Department, Peru".

- Reviewed the Presentation relating to Para dated September 2025, prepared by the management of Latin Metals.

- Reviewed the Presentation relating to Auquis dated January 2025 prepared by the management of Latin Metals.

- Reviewed the Issuer's trading price and volumes on the TSXV for the 12 months preceding the date of the Opinion. As shown in the chart below, Latin Metals' closing share price over the 12 months preceding has ranged from a low of $0.075 to a high of $0.32. The Issuer's share price generally trended upwards in the 11 months preceding the date of the Opinion, followed by a slight decline in closing price during the one month preceding the date of the Opinion. Trading volumes have also declined from an average of approximately 75,000 LM Shares per day over the 180 trading days preceding the Opinion to approximately 50,000 LM Shares per day in the 10 days preceding the date of the Opinion. In the 180 trading days preceding the date of the Opinion, approximately 13.62 million LM Shares traded, representing 10.2% of the Issuer's issued and outstanding shares.



- Reviewed data on various mergers & acquisitions from various transactions in the gold and copper mining space as obtained from S&P Capital IQ, company financial statements, news releases and public disclosure.

- Reviewed publicly available information on copper and gold mining markets from various sources as referenced in section 3.0 of the Opinion.

- Reviewed information on the following companies that operate in similar jurisdictions and who are involved in copper and copper gold exploration: CopperEx Resources Corporation; Orestone Mining Corp.; Torq Resources; Element 29 Resources Inc.; Forte Minerals Corp.; Kobrea Exploration Corp.; Super Copper Corp.; AXO Copper Corp.; Coppernico Metals Inc; Andina Copper Corp.; Tribeca Resources Corporation; Sable Resources Ltd.; Nobel Resources Corp.; Vortex Metals Inc.; Fitzroy Minerals Inc.; Mogotes Metals Inc.; King Copper Discovery Corp.; Ajax Resources Plc.; Nobel Resources Corp.; and Culpeo Minerals Limited.

- Reviewed information on the following companies that operate in similar jurisdictions and who are prospect generators: Altius Minerals Corporation; Falcon Gold Corp.; Mundoro Capital Inc.; Eagle Plains Resources Ltd.; Globex Mining Enterprises Inc.; Kenorland Minerals Ltd.; Riverside Resources Inc.; Antler Gold Inc.; Transition Metals Corp.; Silver Range Resources Ltd.; Mirasol Resources Ltd.; Orogen Royalties Inc.; Skyharbour Resources Ltd.; Tarku Resources Ltd.; Benton Resources Inc.; Eastfield Resources Ltd.; and Standard Uranium Ltd.

Limitation and Qualification:

- Evans & Evans did not conduct a site visit of the Issuer's facilities and mineral properties.

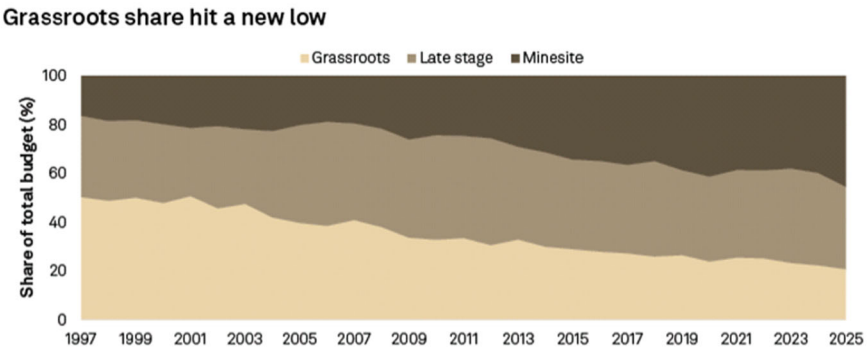
4.0 Market Overview

4.01 In assessing the fairness of the Arrangement as of the date of the Opinion, Evans & Evans reviewed Latin Metals' and Latin Explore's market and the industry sentiment for copper and gold.

4.02 According to S&P Global Market Intelligence's November 2025 Corporate Exploration Strategies study, the global nonferrous exploration budget recorded a modest 0.6% decline year-over-year ("y-o-y"), decreasing to US$12.4 billion in 2025 from US$12.5 billion in 2024. This marks the third consecutive annual decrease, though the impact was partially mitigated by higher allocations to gold, which helped offset substantial reductions in lithium and nickel budgets.[2]

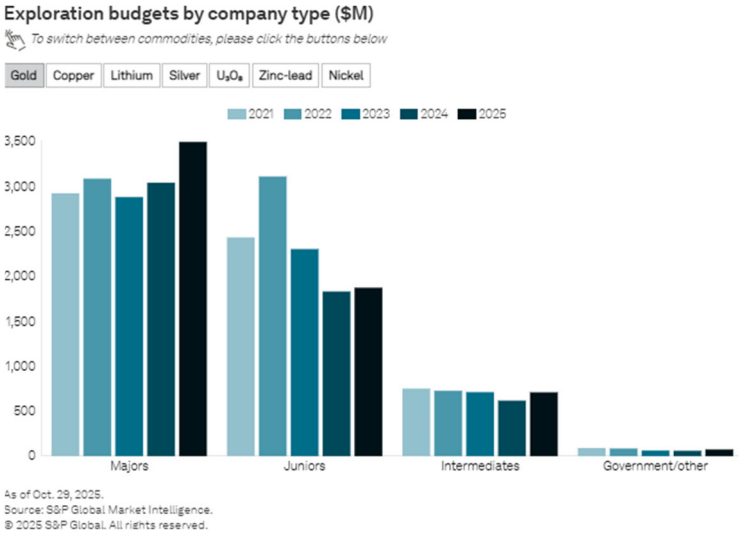
Gold remains the explorers' favourite, followed by copper, with both commodities enjoying the largest budget increases in dollar terms. In contrast, key critical minerals nickel and lithium recorded significant budget reductions. Exploration in all three top exploration hubs namely Australia, Canada and the United States notably declined, largely due to their weakened junior sectors. Meanwhile, Saudi Arabia, Chile and Peru posted gains, driven by stronger gold and copper allocations.[2]

The shift away from generative grassroots programs persists, with grassroots exploration budgets sinking to a record-low share. The number of active explorers also fell to 2,166 in 2025, from 2,210 in 2024.[2]

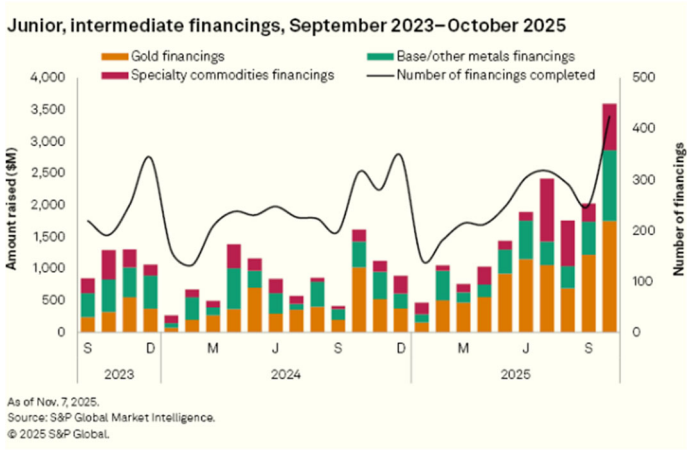


The junior sector's exploration budget increased in 2025 after three consecutive years of decline, mainly due to difficulties in securing funding. The juniors' budget increased from US$1.831 billion in 2024 to US$1.873 billion in 2025.[2]

[2] S&P Global Market Intelligence- CES 2025 Overview – Exploration in numbers



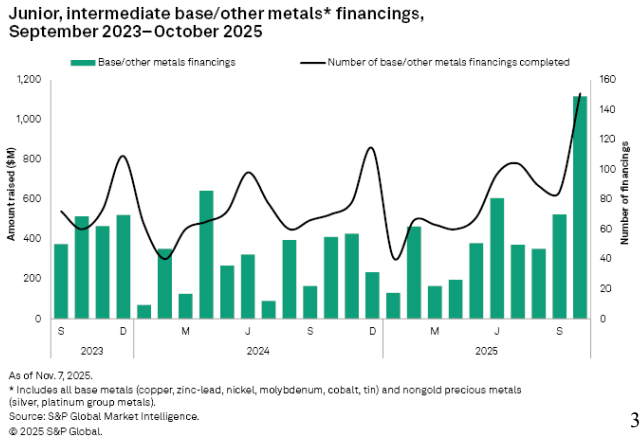
Funds raised by junior and intermediate companies rose 77% to US$3.59 billion in October 2025 which is close to the March 2021 peak of US$3.69 billion. Gold fundraisings achieved a new record-high, while all three commodity groups posted gains, led by the base and other metals group, which more than doubled month over month. The number of transactions also hit a record, climbing 70% to 424 from 250 in September. Significant financings- transactions valued at over $2 million - rose to 205, up from 117 in September. There were 16 transactions valued at over $50 million, up from 10 in September, reflecting that October's jump was broader in scope, rather than being driven by a few high-valued financings.[3]



Funds raised for the base and other metals group doubled to US$1.12 billion from US$523 million in September. Although silver and nickel declined, these decreases were offset by

[3] S&P Capital IQ Market Intelligence- Industry monitor November 2025– Funds raised surpass $3B amid strong gains across all groups

copper's US$540 million increase, with additional support from gains in zinc and cobalt. The number of transactions in this category climbed to 151 from 85 in September, establishing a new record for the group. The number of significant financings rose to 61 from 43, while the number of transactions valued at over US$50 million increased to five from three in September.[3]



3

4.03 According to IndexBox, a leading global research firm, the global copper ore market is expected to experience substantial growth by 2030. This growth is primarily driven by increasing demand for copper in various sectors, including construction, electrical and electronics, and automotive industries, underpinned by advancements in mining and ore processing technologies. The market's expansion is propelled by the growing electrical and electronics industry, rising construction activities worldwide, and the increasing usage of copper in renewable energy applications. However, the market faces challenges such as environmental concerns related to mining and fluctuating copper prices. Demand for copper ore is influenced by global infrastructure development trends, the burgeoning electric vehicle market, and the shift toward renewable energy sources. Additionally, advancements in telecommunications and the need for high-quality copper in electrical applications shape market demand. Key industries consuming copper ore include the electronics and electrical sector, construction industry, and the automotive sector. The growth of these industries directly impacts the demand for copper ore and concentrates.

The global copper mining market was valued at US$9.26 billion in 2024 and is projected to grow from US$9.61 billion in 2025 to US$13.15 billion in 2032 indicating a compound annual growth rate ("CAGR") of 5.48% in the forecast period. Copper is mined as composite ore, known as copper oxide ore and copper sulfide. Copper is a necessary component in so many products that the consumption of copper is an important indicator of the economy of a country.[4]

[4] https://www.fortunebusinessinsights.com/copper-mining-market-105514

4.04 Copper is essential for constructing infrastructure projects such as buildings, bridges, and electric systems. Hence, government initiatives and policies promoting infrastructure development can significantly boost the market.[4] Furthermore, the transition to a clean energy system, powered by technologies like solar panels, wind turbines, and electric vehicles electric vehicles ("EVs"), requires significantly more minerals than traditional fossil fuel-based systems. For example, electric cars need six times more minerals than conventional cars, and wind farms require nine times more than gas-fired plants. The demand for minerals such as lithium, nickel, cobalt, and copper has surged, as these materials are essential for batteries, wind turbines, and electricity networks. As clean energy adoption increases, the energy sector is becoming a dominant force in mineral markets, with demand for certain minerals expected to rise dramatically, especially in scenarios aligned with the Paris Agreement goals.[5]

As shown in the following chart, over the period from January 2021 to the date of the Opinion, copper price has fluctuated between US$3.23 per pound to US$5.839 per pound. Copper was trading at US$5.3975 per pound as at the date of the Opinion.[6]

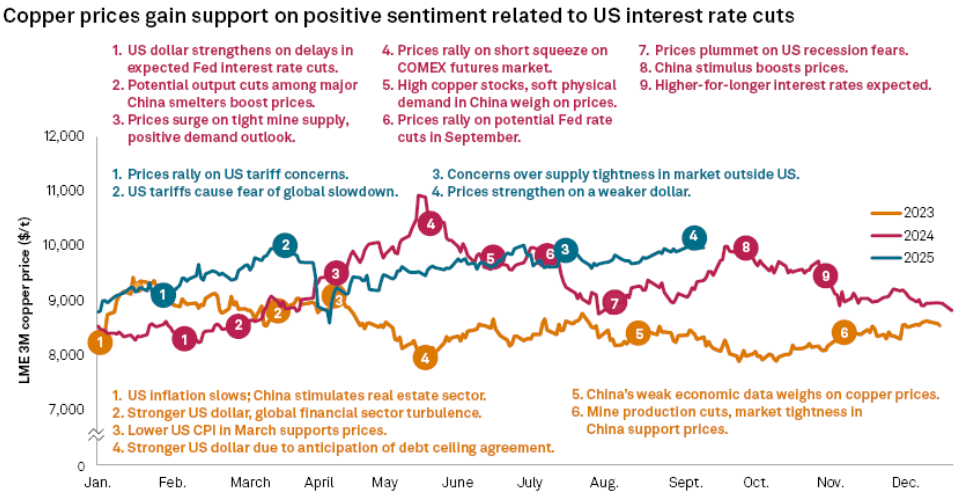
The growth of EVs, solar, wind, storage, and charging infrastructure is expected to drive strong growth in copper consumption, although there may be some reduction in copper usage from traditional energy supply and conventional vehicles. According to the renewables market report 2024 issued by the International Energy Agency, renewable energy consumption in the power, heat, and transport sectors is projected to grow by nearly 60% from 2024 to 2030.[7]

[5] https://orocoresourcecorp.com/_resources/blog/Copper-Market-Analysis-RFC-Ambrian-May-2022.pdf
[6] https://comexlive.org/copper/
[7] https://www.iea.org/reports/renewables-2024/global-overview

The London Metal Exchange three-month copper price reached US$11,091 per metric tonne on October 29, 2025, supported by the U.S. Government Federal Reserve's (the "Fed") second interest rate cut and renewed optimism over a potential US-China trade agreement. However, the meeting between the US and Chinese presidents on November 6, 2025, concluded without a concrete deal, which reintroduced uncertainty into the market. Copper prices faced further downward pressure after the Fed issued cautious guidance on future interest rate cuts, and concerns persisted regarding China's weak copper demand, leading to a decline in prices to $10,803 per metric tonne on November 17, 2025.

After a brief rebound in August and September of 2025, the US manufacturing Purchasing Manager's Index declined from 49.1 to 48.7 in October, signaling ongoing contraction. The construction sector, which is the largest copper consumer in the US remained cautious in launching new projects due to macroeconomic uncertainty and volatile trade policies, resulting in slower construction activity.

In the absence of updated official US import data since July due to the government shutdown, estimates based on export data from US trade partners indicate that global cathode exports to the US were about 140,000 metric tonnes in August 2025 and about 100,000 metric tonnes in September 2025. Although these volumes mark a decline from earlier months, combined imports for the combined August-September months remained at least 30,000 metric tons higher y-o-y.



As of Sept. 18, 2025.
CPI = consumer price index; LME 3M = London Metal Exchange three-month; t = metric ton.
Sources: S&P Global Market Intelligence; London Metal Exchange.
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4.05 Gold mining is a global business with operations on every continent, except Antarctica, and gold is extracted from mines of widely varying types and scale. Gold mining is a process of extracting gold from the gold mine by various methods such as placer mining

and hard rock mining.[8] According to Research Nester Pvt Ltd, the global gold mining market size was US$218.6 billion in 2024 and is expected to grow to US$224.42 billion in 2025. The global gold mining market is expected to further expand at a CAGR of 3.80% from 2023 to 2037 to US$354.99.[9]

In 2024, Australia and Russia held the world's largest gold mine reserves, estimated at 12,000 metric tonnes, followed by South Africa with 5,000 metric tonnes.[10] Gold reserves in Argentina, Chile, and Colombia remained unchanged in the fourth quarter of 2024 compared to the third quarter. Argentina's reserves stayed at 61.74 tonnes, Chile's remained at 0.25 tonnes, and Colombia's held steady at 4.68 tonnes.[11,12,13]

As of 2024, China, Russia, Australia, and Canada were the largest gold producers globally. Total global gold production reached approximately 3,300 metric tonnes, with China alone accounting for an estimated 380 metric tonnes of that amount.[14]

Gold reached record highs of US$3,500 per ounce in April of 2025[15] and US$3,534 per ounce in August 2025,[16] driven by several tariff-related announcements and plans in the U.S., including reciprocal tariffs on its trade partners, even those with historically close relationships, aimed at reducing the country's trade deficit. The resulting uncertainty, coupled with concerns about a potential rise in inflation and increased tensions between Washington and Ukraine, have led to the increase in gold prices.[17]

In the third quarter of 2025, gold demand including over the counter ("OTC") transactions increased by 3% y-o-y to 1,313 tonnes. Uncertain global trade policy, geopolitical turbulence and the rising gold price all supported the demand. Central banks remained a key contributor of global demand, purchasing 220 tonnes which indicates a 28% increase quarter over quarter ("q-o-q"), although the pace of buying has slowed down as compared to the first three quarters of 2024. Gold used in technology came under pressure from the potential impact of US tariffs and the rising gold prices, although growing demand for AI-related applications remains an area of strength.[18]

The London Bullion Market Association ("LBMA") gold price reached US$4,294 per ounce on October 20, 2025, but has since declined. Investor sentiment shifts as the US

[8] https://www.alliedmarketresearch.com/gold-mining-market
[9] https://www.researchnester.com/reports/gold-mining-market/6806
[10] https://www.statista.com/statistics/248991/world-mine-reserves-of-gold-by-country/
[11] https://tradingeconomics.com/argentina/gold-reserves
[12] https://tradingeconomics.com/chile/gold-reserves
[13] https://tradingeconomics.com/colombia/gold-reserves
[14] https://www.statista.com/statistics/264628/world-mine-production-of-gold/
[15] https://www.jpmorgan.com/insights/global-research/commodities/gold-prices
[16] https://www.businessinsider.com/gold-prices-record-high-tariffs-bullion-gold-bars-trump-russia-2025-8
[17] https://www.capitaliq.spglobal.com/apisv3/spg-webplatform-core/news/article?Id=88362745&redirected=1
[18] Gold Demand Trends: Q3 2025- https://www.gold.org/goldhub/research/gold-demand-trends/gold-demand-trends-q3-2025

Federal Reserve ("Fed") emphasizes that it will move toward a neutral stance and tempers expectations for immediate rate cuts. This increases market uncertainty and volatility, impacting metal markets and risk assets. Persistent inflation, tariff-driven price pressures and signs of a cooling labor market create a complex backdrop requiring careful policy calibration to maintain progress toward price stability.[19]

The Fed's hawkish stance has impacted various markets. As the US Dollar Index briefly strengthened in early November 2025, gold moderated without undermining its fundamental role as a macro hedge. These dynamics highlight how uncertainty surrounding policy rates affects risk assets, while gold continues to demonstrate its defensive appeal despite a temporary slowdown in momentum.[19] The price of gold was US$4,201.70 per ounce as of December 8, 2025.[20]

5.0 Prior Valuations

5.01 Management has represented to Evans & Evans that, to the best of their knowledge, there have been no formal valuations or appraisals relating to the SpinCo Properties made in the preceding two years which are in the possession or control of Latin Metals.

6.0 Conditions and Restrictions

6.01 The Opinion may not be relied upon by any party beyond the Committee and the Latin Metals Board. The Opinion may be referenced and/or included in the Issuer's information circular and may be submitted to the LM Shareholders. The Opinion may be filed on SEDAR+.

6.02 The Opinion may be submitted to the court for the purpose of approving the Arrangement and the TSXV. The Opinion may not be used in any court proceedings unrelated to the approval of the Proposed Transaction.

[19] S&P Global Commodity Insights- Gold Commodity Briefing Service Report, November 2025
[20] https://goldprice.org/

6.03 The Opinion may not be issued and/or used to support any type of value with any other third parties, legal authorities, nor stock exchanges, or other regulatory authorities, nor any Canadian or international tax authority. Such use is done so without the consent of Evans & Evans and readers are advised of such restricted use as set out above. Nor can it be used or relied upon by any of these parties or relied upon in any legal proceeding and/or court matter (other than relating to the approval of the Proposed Transaction).

6.04 Any use beyond that defined above in 6.01 to 6.03 is done without the consent of Evans & Evans and readers are advised of such restricted use as set out above.

6.05 The Opinion is not a formal valuation or appraisal of Latin Metals, Latin Explore and their securities or assets and our Opinion should not be construed as such. Evans & Evans has, however, conducted such analyses as we considered necessary in the circumstances.

6.06 In preparing the Opinion, Evans & Evans has relied upon and assumed, without independent verification, the truthfulness, accuracy and completeness of the information and the financial data provided by the Issuer. Evans & Evans has therefore relied upon all specific information as received and declines any responsibility should the results presented be affected by the lack of completeness or truthfulness of such information. Publicly available information deemed relevant for the purpose of the analyses contained in the Opinion has also been used.

The Opinion is based on: (i) our interpretation of the information which Latin Metals, as well as its representatives and advisers, have supplied to date; (ii) our understanding of the terms of the Proposed Transaction; and (iii) the assumption that the Proposed Transaction will be consummated in accordance with the expected terms.

6.07 The Opinion is necessarily based on economic, market and other conditions as of the date hereof, and the written and oral information made available to us until the date of the Opinion. It is understood that subsequent developments may affect the conclusions of the Opinion, and that, in addition, Evans & Evans has no obligation to update, revise or reaffirm the Opinion.

6.08 Evans & Evans denies any responsibility, financial, legal or other, for any use and/or improper use of the Opinion, however occasioned.

6.09 Evans & Evans expresses no opinion as to the price at which any securities of Latin Metals or SpinCo will trade on any stock exchange at any time.

6.10 No opinion is expressed by Evans & Evans as to whether any alternative transaction might have been more beneficial to LM Shareholders.

6.11 Evans & Evans reserves the right to review all information and calculations included or referred to in the Opinion and, if it considers it necessary, to revise part and/or its entire

Opinion and conclusion in light of any information which becomes known to Evans & Evans during or after the date of this Opinion.

6.12 In preparing the Opinion, Evans & Evans has relied upon a letter from management of Latin Metals confirming to Evans & Evans in writing that the information and management's representations made to Evans & Evans in preparing the Opinion are accurate, correct and complete, and that there are no material omissions of information that would affect the conclusions contained in the Opinion.

6.13 Evans & Evans has based its Opinion upon a variety of factors. Accordingly, Evans & Evans believes that its analyses must be considered as a whole. Selecting portions of its analyses or the factors considered by Evans & Evans, without considering all factors and analyses together, could create a misleading view of the process underlying the Opinion. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. Evans & Evans' conclusions as to the fairness, from a financial point of view to the LM Shareholders, of the Arrangement were based on its review of the Proposed Transaction taken as a whole, in the context of all of the matters described under "Scope of Review", rather than on any particular element of the Proposed Transaction or the Proposed Transaction outside the context of the matters described under "Scope of Review". The Opinion should be read in its entirety.

6.14 Evans & Evans expresses no opinion or recommendation as to how any shareholder of the Issuer should vote or act in connection with the Proposed Transaction, any related matter or any other transactions. We are not experts in, nor do we express any opinion, counsel or interpretation with respect to legal, regulatory, accounting or tax matters. We have assumed that such opinions, counsel or interpretation have been or will be obtained by the Issuer from the appropriate professional sources. Furthermore, we have relied, with the Issuer's consent, on the assessments by the Issuer and its advisors, as to all legal, regulatory, accounting and tax matters with respect to the Issuer and the Proposed Transaction, and accordingly we are not expressing any opinion as to the value of the Issuer's tax attributes or the effect of the Proposed Transaction thereon.

6.15 Evans & Evans and all of its Principal's, Partner's, staff or associates' total liability for any errors, omissions or negligent acts, whether they are in contract or in tort or in breach of fiduciary duty or otherwise, arising from any professional services performed or not performed by Evans & Evans, its Principal, Partner, any of its directors, officers, shareholders or employees, shall be limited to the fees charged and paid for the Opinion. No claim shall be brought against any of the above parties, in contract or in tort, more than two years after the date of the Opinion.

7.0 Assumptions

7.01 In preparing the Opinion, Evans & Evans has made certain assumptions as outlined below.

7.02 With the approval of Latin Metals and as provided for in the Engagement Letter, Evans & Evans has relied upon, and has assumed the completeness, accuracy and fair presentation of, all financial information, business plans, forecasts and other information, data, advice, opinions and representations obtained by it from public sources or provided by Latin Metals or its affiliates or any of its officers, directors, consultants, advisors or representatives (collectively, the "Information"). The Opinion is conditional upon such completeness, accuracy and fair presentation of the Information. In accordance with the terms of the Engagement Letter, but subject to the exercise of its professional judgment, and except as expressly described herein, Evans & Evans has not attempted to verify independently the completeness, accuracy or fair presentation of any of the Information.

7.03 Senior officers of Latin Metals have represented to Evans & Evans that, among other things: (i) the Information provided orally by an officer or employee of Latin Metals or in writing by Latin Metals (including, in each case, affiliates and their respective directors, officers, consultants, advisors and representatives) to Evans & Evans relating to Latin Metals, its affiliates or the Proposed Transaction, for the purposes of the Engagement Letter, including in particular preparing the Opinion was, at the date the Information was provided to Evans & Evans, fairly and reasonably presented and complete, true and correct in all material respects, and did not, and does not, contain any untrue statement of a material fact in respect of Latin Metals, Latin Explore, their respective affiliates or the Proposed Transaction and did not and does not omit to state a material fact in respect of Latin Metals, its affiliates or the Proposed Transaction that is necessary to make the Information not misleading in light of the circumstances under which the Information was made or provided; (ii) with respect to portions of the Information that constitute financial forecasts, projections, estimates or budgets, they have been fairly and reasonably presented and reasonably prepared on bases reflecting the best currently available estimates and judgments of management of Latin Metals as to the matters covered thereby and such financial forecasts, projections, estimates and budgets reasonably represent the views of management of the financial prospects and forecasted performance of Latin Metals or Latin Explore; and (iii) since the dates on which the Information was provided to Evans & Evans, except as disclosed in writing to Evans & Evans, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of Latin Metals, Latin Explore or any of their affiliates and no material change has occurred in the Information or any part thereof which would have, or which would reasonably be expected to have, a material effect on the Opinion.

7.04 In preparing the Opinion, we have made several assumptions, including that all final or executed versions of documents will conform in all material respects to the copies provided to us, all of the conditions required to implement the Proposed Transaction will be met, all consents, permissions, exemptions or orders of relevant third parties or regulating authorities will be obtained without adverse condition or qualification, the procedures being followed to implement the Proposed Transaction are valid and effective and that the disclosure provided or (if applicable) incorporated by reference in any information circular

provided to shareholders with respect to Latin Metals and the Proposed Transaction will be accurate in all material respects and will comply with the requirements of applicable law. Evans & Evans also made numerous assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of Evans & Evans and any party involved in the Proposed Transaction. Although Evans & Evans believes that the assumptions used in preparing the Opinion are appropriate in the circumstances, some or all of these assumptions may nevertheless prove to be incorrect.

7.05 The Issuer and all of its related parties and principals had no contingent liabilities, unusual contractual arrangements, or substantial commitments, other than in the ordinary course of business, nor litigation pending or threatened, nor judgments rendered against, other than those disclosed by management in its financial statements that would affect the evaluation or comment.

7.06 As of the date of the Opinion, all assets and liabilities of Latin Metals have been recorded in their accounts and financial statements and follow International Financial Reporting Standards.

7.07 There were no material changes in the financial position of Latin Metals between July 31, 2025, and December 8, 2025 (i.e., the date of the Opinion) unless noted in the Opinion.

7.08 SpinCo does not have any material assets and liabilities as at the date of the Opinion.

7.09 SpinCo will seek a listing of its shares on the TSXV.

8.0 Analysis of the Distribution Shares

8.01 As outlined in section 1.0 of this Opinion, as a result of the sale of the SpinCo Properties to Holdco, a subsidiary of SpinCo, the Distribution Shares, i.e., 13,680,000 SpinCo Shares, will be issued to Latin Metals, 80% of which Distribution Shares will be distributed to LM Shareholders pursuant to the Arrangement.

8.02 Evans & Evans based the analysis of the SpinCo Shares based on the planned pricing of the Concurrent Financing. As outlined to Evans & Evans, it is expected that the Concurrent Financing will be conducted at a price of $0.10 per Subscription Receipt, each Subscription Receipt convertible into one (1) Finco Unit comprised of one (1) Finco Share and one (1) Finco Warrant, each of which Finco Shares will be acquired by SpinCo pursuant to the SEA in exchange for one (1) SpinCo Share and the Finco Warrants and Finco Finder's Warrants will entitle the holder thereof to receive one (1) SpinCo Share. The implied value of the Distribution Shares, based on the Concurrent Financing price of $0.10, is $1,368,000. The end result is an implied price per hectare of the SpinCo Properties in the range of $236.

9.0 Review of the SpinCo Properties

9.01 In assessing the fairness of the Arrangement, Evans & Evans considered the following analyses and factors, amongst others with respect to the Spinco Properties: (1) precedent transaction analysis (2) guideline public company ("GPC") analysis; and (3) other considerations.

9.02 Evans & Evans reviewed the Issuer's press releases for the 24 months preceding the date of the Opinion. In August 2024, the Issuer announced the expansion of Auquis through acquisition by staking of an additional 400-ha claim. Although Auquis has expanded in size recently, it remains at an early exploration stage and will require additional exploration expenditures. In August 2025, the Issuer announced the expansion of Para through acquisition by staking of an additional 300-hectare claim. In February 2025 Latin Metals executed a data purchase agreement with Vale, for the comprehensive package of exploration data covering Para. Although Para has expanded in size recently, it remains at an early exploration stage and will require additional exploration expenditures.

9.03 Evans & Evans did conduct reviews of GPCs with a focus on copper-gold companies with early state exploration properties with no MRE in accordance with NI 43-101. Evans & Evans calculated and noted that the enterprise value[21] ("EV") to hectare multiples of the companies selected as most similar to Auquis. Evans & Evans identified 20 GPCs initially and considered six as the most comparable to Auquis. As can be seen from the table below, the EV / hectare multiples for the selected GPCs ranged from $155 to $8,783, with an average of $3,772 and a median of $3,785.

Company Name	Exchange: Ticker	Market Capitalization	Enterprise Value	Mineral	Project Locations	Area (Hectares)	EV/ Hectares
Orestone Mining Corp.	TSXV:ORS	9.1	8.8	Cu & Au	Chile	2,905	3,035 x
Torq Resources	TSXV:TORQ	17.7	28.5	Cu & Au	Chile	3,250	8,783 x
Forte Minerals Corp.	CNSX:CUAU	91.3	83.1	Cu, Au, Ag & Mo	Peru	17,800	4,671 x
Tribeca Resources Corporation	TSXV:TRBC	18.5	18.3	Cu & Au	Chile	4,035	4,535 x
Vortex Metals Inc	TSXV:VMS	3.4	3.3	Cu & Ag	Chile & Mexico	21,305	155 x
Fitzroy Minerals Inc.	TSXV:FTZ	100.3	90.2	Cu, Ag,& Au	Chile & Argentina	62,148	1,452 x
						Minimum	155 x
						Lower Quartile	1,848 x
						Average	3,772 x
						Median	3,785 x
						High Quartile	4,637 x
						Maximum	8,783 x

Evans & Evans also identified nine GPCS as the most comparable to Para. As can be seen from the table below, the EV / hectare multiples for the selected GPCs ranged from $74 to $8,864, with an average of $3,386 and a median of $4,609.

[21] Enterprise Value = Market Capitalization less cash plus debt

Company Name	Exchange: Ticker	Market Capitalization	Enterprise Value	Minerals	Project Locations	Area (Hectares)	EV/ Hectares
CopperEx Resources	TSXV:CUEX	1.8	1.7	Cu, Au & Mo	Chile & Peru	23,025	74 x
Forte Minerals Corp.	CNSX:CUAU	91.3	83.1	Cu, Au, Ag & Mo	Peru	17,800	4,671 x
AXO Copper Corp.	TSXV:AXO	59.1	52.1	Cu	Mexico	11,300	4,609 x
Nobel Resources Corp.	TSXV:NBLC	4.7	4.7	Cu	Chile	1,000	4,713 x
Vortex Metals Inc	TSXV:VMS	3.4	3.3	Cu & Ag	Chile & Mexico	21,305	155 x
Fitzroy Minerals Inc.	TSXV:FTZ	100.3	90.2	Cu, Ag,& Au	Chile & Argentina	62,148	1,452 x
Mogotes Metals Inc.	TSXV:MOG	115.5	88.6	Cu, Ag,& Au	Chile & Argentina	10,000	8,864 x
Nobel Resources Corp.	TSXV:NBLC	4.7	4.7	Cu	Chile	1,000	4,713 x
Culpeo Minerals Limited	ASX:CPO	6.2	5.6	Cu- Mo, & Cu	Chile	4,550	1,226 x
						Minimum	74 x
						Lower Quartile	1,226 x
						Average	3,386 x
						Median	4,609 x
						High Quartile	4,713 x
						Maximum	8,864 x

As noted in section 8.02, the value implied for the SpinCo Properties is $236 per hectare. The GPC data is supportive of the potential market capitalization SpinCo might see if it is successful in listing its shares on the TSXV.

9.04 Evans & Evans also conducted a review of recent precedent transactions involving the sale of early exploration stage copper and copper-gold assets. Evans & Evans identified 14 transactions initially, where hectare data was available and the exploration stage of the property could be identified. Evans & Evans thereafter removed transactions where the property was considered advanced stage exploration or where a current or historic MRE existed. For the selected seven transactions, the transaction value ("TV") per hectare multiples ranged from less than $8.00 per hectare to $826 per hectare, with an average of $273 and median of $147. The value implied for the SpinCo Properties is below the average but a significant premium to the median of the selected transactions.

Evans & Evans identified six transactions deemed comparable to Para and found the TV / hectare multiple ranged from less than $0.03 per hectare to $1,930 per hectare, with an average of $366.15 and median of $57.23. The value implied for the SpinCo Properties is below the average, but a significant premium to the median.

10.0 Conclusions as to Fairness

10.01 Based on the above information, observations, and analyses by Evans & Evans as well as other relevant factors applying to Latin Metals, Latin Explore and the Proposed Transaction, Evans & Evans is of the opinion that the Arrangement is fair, from a financial point of view to the LM Shareholders.

10.02 In considering fairness, from a financial point of view, Evans & Evans considered the Proposed Transaction from the perspective of the LM Shareholders as a whole and did not consider the specific circumstances of any particular shareholder, including with regard to income tax considerations.

10.03 In arriving at the above-noted conclusions as to the fairness of the Arrangement, Evans & Evans considered the following:

a. Post-Proposed Transaction, LM Shareholders will continue to hold their LM Shares in addition to approximately 0.0823 of a Spinco Share for each LM Share held. The value for the SpinCo Shares is based on the proposed Concurrent Financing pricing.

b. As outlined in section 9.0 of the Opinion, the metrics implied by the Proposed Transaction are supported by a review of transaction multiples.

c. There is potential for share appreciation of Latin Explore post listing if it trades at metrics similar to the GPCs outlined in section 9.0 of the Opinion.

d. Latin Metals is a prospect generator which tend to trade based on a Price/ Net Asset Value ("NAV"). The NAV of Latin Metals post-Proposed Transaction is expected to decline only by approximately 5% (based on July 31, 2025, balance sheet) as the book value of the SpinCo Properties is a slight premium to the value of the retained Distribution Shares. As such, the Proposed Transaction may not have a material impact on the trading price of the LM Shares.

e. The 10-day and 20-day VWAP of Latin Metals declined by 21% and 14% respectively as the closing prices of the LMShares had declined slightly after the Announcement Date. However, there is no certainty that such a decline was attributable to the announcement of the Proposed Transaction.

December 5, 2025	Post- Announcement		
5-Day VWAP	$0.192	20-Day VWAP	$0.204
10-Day VWAP	$0.192	30-Day VWAP	$0.209
15-Day VWAP	$0.195	60-Day VWAP	$0.219

October 24, 2025	Pre-Announcement		
5-Day VWAP	$0.237	20-Day VWAP	$0.237
10-Day VWAP	$0.243	30-Day VWAP	$0.228
15-Day VWAP	$0.245	60-Day VWAP	$0.214

f. The Proposed Transaction will provide LM Shareholders with an ownership stake in two separate companies. The smaller portfolio of SpinCo may result in a different set of investors who are focused on funding the advancement of early-stage copper and copper-gold properties in Peru like the SpinCo Properties.

g. The SpinCo Properties are partner ready and are not subject to active exploration. Latin Metals has not been able to find partners to option and advance the SpinCo Properties. As such, there is risk associated with when the Issuer may make positive announcements with respect to the SpinCo Properties that would bring about share appreciation for the LM Shares.

h. SpinCo will be focused on advancing Auquis and Para which may lead to share appreciation.

i. Splitting Latin Metals and SpinCo into separate companies may improve access to financing for each going forward as investor profile for the SpinCo Properties may differ from those interested in a prospect generator model.

j. Latin Explore is expected to seek a listing of its shares on the TSXV and, as such, there is no loss of liquidity for the LM Shareholders.

k. SpinCo, following completion of the Proposed Transaction and the acquisition of Finco pursuant to the SEA following Finco's completion of the Concurrent Financing, will have a reasonable capital structure with less than 45 million common shares outstanding, assuming the Concurrent Financing is conducted on the terms outlined herein. The number of outstanding shares establishes a corporate structure which allows room for future financing to continue to advance the SpinCo Properties.

11.0 Qualifications & Certification

11.01 The Opinion preparation was carried out by Jennifer Lucas and certain qualified staff of Evans & Evans and thereafter reviewed by Michael Evans.

Mr. Michael A. Evans, MBA, CFA, CBV, ASA, Principal, founded Evans & Evans, Inc. in 1989. For over 35 years, he has been extensively involved in the financial services and management consulting fields in Vancouver, where he was a Vice-President of two firms, The Genesis Group (1986-1989) and Western Venture Development Corporation (1989-1990). Over this period, he has been involved in the preparation of several thousand technical and assessment reports, business plans, business valuations, and feasibility studies for submission to various Canadian stock exchanges and securities commissions as well as for private purposes.

Mr. Michael A. Evans holds: a Bachelor of Business Administration degree from Simon Fraser University, British Columbia (1981); a Master's degree in Business Administration from the University of Portland, Oregon (1983) where he graduated with honors; the professional designations of Chartered Financial Analyst (CFA), Chartered Business Valuator (CBV) and Accredited Senior Appraiser. Mr. Evans is a member of the CFA Institute, the Canadian Institute of Chartered Business Valuators ("CICBV") and the American Society of Appraisers ("ASA").

Ms. Jennifer Lucas, MBA, CBV, ASA joined Evans & Evans in 1997. Ms. Lucas possesses several years of relevant experience as an analyst in the public and private sector in British Columbia and Saskatchewan. Her background includes working for the Office of the Superintendent of Financial Institutions of British Columbia as a Financial Analyst. Ms. Lucas has also gained experience in the Personal Security and Telecommunications

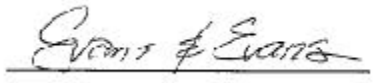
industries. Since joining Evans & Evans Ms. Lucas has been involved in writing and reviewing several thousand valuation and due diligence reports for public and private transactions.

Ms. Lucas holds: a Bachelor of Commerce degree from the University of Saskatchewan (1993), a Masters in Business Administration degree from the University of British Columbia (1995). Ms. Lucas holds the professional designation of CBV and Accredited Senior Appraiser. She is a member of the CICBV and the ASA.

11.02 The analyses, opinions, calculations and conclusions were developed, and this Opinion has been prepared in accordance with the standards set forth by the Canadian Institute of Chartered Business Valuators.

11.03 The authors of the Opinion have no present or prospective interest in Latin Metals, SpinCo, or any entity that is the subject of this Opinion, and we have no personal interest with respect to the parties involved.

Yours very truly,



EVANS & EVANS, INC.

APPENDIX "K"

LATIN EXPLORE OMNIBUS SHARE INCENTIVE PLAN

See attached.

LATIN EXPLORE INC.

2025 OMNIBUS SHARE INCENTIVE PLAN

Approved by the Board effective December 12, 2025

Approved by Shareholders on _____

PART 1
INTERPRETATION

Latin Explore Inc. (the "**Corporation**") hereby establishes an omnibus share incentive plan for certain qualified directors, executive officers, employees, Management Company Employees and Consultants of the Corporation or any of its Subsidiaries (as defined herein).

1.1 **Definitions**. Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

"**Account**" means a notional account maintained for each Participant on the books of the Corporation which will be credited with Share Units or DSUs, as applicable, in accordance with the terms of this Plan;

"**Affiliate**" has the meaning ascribed thereto in the *Securities Act* (British Columbia), as amended, supplemented or replaced from time to time;

"**Award**" means any of an Option, Share Unit or DSU granted pursuant to, or otherwise governed by, the Plan;

"**Award Agreement**" means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement, a Share Unit Agreement, a DSU Agreement, an Employment Agreement or a Consulting Agreement;

"**Blackout Period**" means a period during which the Corporation prohibits Participants from trading securities of the Corporation which is formally imposed by the Corporation pursuant to its internal trading policies (which, for greater certainty, does not include a period during which a Participant or the Corporation is subject to a cease trade order (or similar order under securities laws) in respect of the Corporation's securities);

"**Blackout Period Expiry Date**" means the date on which a Blackout Period expires;

"**Board**" means the board of directors of the Corporation, as constituted from time to time;

"**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday, when Canadian chartered banks are generally open for business in Vancouver, British Columbia for the transaction of banking business;

"**Canadian Participant**" means a Participant who is a resident of Canada and/or who is granted an Award in respect of, or by virtue of, employment services rendered in Canada, provided that, for greater certainty, a Participant may be both a Canadian Participant and a U.S. Taxpayer;

"**Cashless Exercise**" has the meaning ascribed thereto in Section 3.6(b);

"**Cause**" has the meaning ascribed thereto in Section 6.2(a);

"**Change of Control**" means, unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:

(a) any transaction (other than a transaction described in paragraph (b) below) pursuant to which any Person or group of Persons acting jointly or in concert acquires the direct or

indirect beneficial ownership of securities of the Corporation representing 50% or more of the aggregate voting power of all of the Corporation's then issued and outstanding securities entitled to vote in the election of directors of the Corporation, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Corporation under any of the Corporation's omnibus share incentive plans;

(b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Corporation and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Corporation immediately prior thereto do not beneficially own, directly or indirectly, either: (i) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction; or (ii) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation, merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Corporation immediately prior to such transaction;

(c) the sale, lease, exchange, license or other disposition of assets, rights or properties of the Corporation or any of its Subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Corporation and its Subsidiaries on a consolidated basis to any other Person, other than a disposition to a wholly-owned Subsidiary of the Corporation in the course of a reorganization of the assets of the Corporation and its wholly-owned Subsidiaries;

(d) the passing of a resolution by the Board or shareholders of the Corporation to substantially liquidate the assets of the Corporation or wind up the Corporation's business or significantly rearrange its affairs or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a *bona fide* reorganization of the Corporation in circumstances where the business of the Corporation is continued and the shareholdings remain substantially the same following the re-arrangement); or

(e) individuals who, immediately prior to a particular time, are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Board immediately following such time; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board;

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time and the Treasury Regulations promulgated thereunder;

"**Code Section 409A**" means Section 409A of the Code and applicable regulations and guidance issued thereunder;

"**Consultant**" means an individual (other than an employee, executive officer or director of the Corporation or a Subsidiary) or company that: (i) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Corporation or to a Subsidiary, other than services provided

in relation to a distribution; (ii) provides the services under a written contract between the Corporation or the Subsidiary and the individual or company, as the case may be; and (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Subsidiary;

"**Consulting Agreement**" means any written consulting agreement between the Corporation or a Subsidiary and a Participant who is a Consultant;

"**Designated Broker**" means a broker who is independent of, and deals at arm's length with, the Corporation and its Subsidiaries and is designated by the Corporation;

"**Dividend Equivalent**" means additional Share Units or DSUs credited to a Participant's Account as a dividend equivalent pursuant to Section 4.7 or Section 5.6 respectively;

"**DSU**" means a deferred share unit, which is a right awarded to a Participant to receive a payment as provided in Part 5 and subject to the terms and conditions of this Plan;

"**DSU Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of DSUs and the terms and conditions thereof, a form of which is attached hereto as Schedule "E";

"**DSU Redemption Date**" means, with respect to a particular DSU, the date on which such DSU is redeemed in accordance with the provisions of this Plan;

"**Effective Date**" has the meaning ascribed thereto in Section 8.11;

"**Eligible Person**" means: (i) in respect of a grant of Options, any director, executive officer, employee, Management Company Employee or Consultant of the Corporation or any of its Subsidiaries; (ii) in respect of a grant of Share Units, any director, executive officer, employee, Management Company Employee or Consultant of the Corporation or any of its Subsidiaries other than an Investor Relations Service Provider; and (iii) in respect of a grant of DSUs, any Non-Employee Director other than an Investor Relations Service Provider;

"**Employment Agreement**" means, with respect to any Participant, any written employment agreement between the Corporation or a Subsidiary and such Participant;

"**Exchange**" means the TSXV or, if the Shares are not listed and posted for trading on the TSXV at a particular date, such other stock exchange or trading platform upon which the Shares are listed and posted for trading and which has been designated by the Board;

"**Exercise Notice**" means a notice in writing signed by a Participant and stating the Participant's intention to exercise a particular Option, if applicable;

"**Insider**" has the meaning ascribed thereto in Section 1.2 of TSXV Policy 1.1 *Interpretation*;

"**Investor Relations Activities**" has the meaning ascribed thereto in Section 1.2 of TSXV Policy 1.1 *Interpretation*;

"**Investor Relations Service Provider**" includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;

"**ITA**" means the *Income Tax Act* (Canada), as amended from time to time;

"**ITA Regulations**" means the regulations promulgated under the ITA, as amended from time to time;

"**Management Company Employee**" has the meaning ascribed thereto in TSXV Policy 4.4 *Security Based Compensation*;

"**Market Value of a Share**" means, with respect to any particular date as of which the Market Value of a Share is required to be determined: (i) if the Shares are then listed on the TSXV, the closing price of the Shares on the TSXV on the last Trading Day prior to such particular date; (ii) if the Shares are not then listed on the TSXV, the closing price of the Shares on any other stock exchange on which the Shares are then listed (and, if more than one, then using the stock exchange on which a majority of trading in the Shares occurs) on the last Trading Day prior to such particular date; or (iii) if the Shares are not then listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith, and such determination shall be conclusive and binding on all Persons;

"**Net Exercise**" has the meaning ascribed thereto in Section 3.6(c);

"**Net Exercise Notice**" means a notice in writing signed by a Participant and stating the Participant's intention to exercise a particular Option on a net basis, a form of which is attached hereto as Schedule "C";

"**Non-Employee Director**" means a member of the Board who is not otherwise an employee or executive officer of the Corporation or a Subsidiary;

"**Option**" means an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price;

"**Option Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of Options and the terms and conditions thereof, a form of which is attached hereto as Schedule "A";

"**Option Price**" has the meaning ascribed thereto in Section 3.2(a);

"**Option Term**" has the meaning ascribed thereto in Section 3.4;

"**Outstanding Issue**" means the number of Shares that are issued and outstanding as at a specified time, on a non-diluted basis;

"**Participant**" means any Eligible Person that is granted one or more Awards under the Plan;

"**Performance Criteria**" means specified criteria, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Option or Share Unit;

"**Performance Period**" means the period determined by the Board at the time any Option or Share Unit is granted or at any time thereafter during which any Performance Criteria and any other vesting conditions specified by the Board with respect to such Option or Share Unit are to be measured;

"**Person**" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

"**Plan**" means this Omnibus Share Incentive Plan, including the Schedules hereto, as amended or amended and restated from time to time;

"**Promoter**" has the meaning ascribed thereto in Section 1.2 of TSXV Policy 1.1 *Interpretation*;

"**Redemption Date**" has the meaning ascribed thereto in Section 4.5(a);

"**Restriction Period**" means, with respect to a particular grant of Share Units, the period between the date of grant of such Share Units and the latest Vesting Date in respect of any portion of such Share Units;

"**SEC**" means the U.S. Securities and Exchange Commission;

"**Separation from Service**" has the meaning ascribed to it under Code Section 409A;

"**Share Compensation Arrangement**" means any stock option, stock option plan, employee stock purchase plan, long-term incentive plan or other compensation or incentive mechanism involving the issuance or potential issuance of Shares from treasury;

"**Share Unit**" means a right awarded to a Participant to receive a payment as provided in Part 4 and subject to the terms and conditions of this Plan;

"**Share Unit Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of Share Units and the terms and conditions thereof, a form of which is attached hereto as Schedule "D";

"**Share Unit Outside Expiry Date**" has the meaning ascribed thereto in Section 4.5(d);

"**Shares**" means the common shares in the capital of the Corporation;

"**Subsidiary**" means a corporation, company or partnership that is controlled, directly or indirectly, by the Corporation;

"**Termination Date**" means: (i) in the event of a Participant's resignation, the date on which such Participant ceases to be a director, executive officer, employee or Consultant of the Corporation or one of its Subsidiaries; (ii) in the event of the termination of a Participant's employment, or position as director or executive officer of the Corporation or a Subsidiary, or Consultant, the effective date of the termination as specified in the notice of termination provided to the Participant by the Corporation or the Subsidiary, as the case may be; and (iii) in the event of a Participant's death, the date of death, provided that, in all cases, in applying the provisions of this Plan to DSUs granted to a Canadian Participant, the "Termination Date" shall be the latest date on which the Participant is neither a director, executive officer or employee of the Corporation or of any affiliate of the Corporation (where "affiliate" has the meaning ascribed thereto by the Canada Revenue Agency for the purposes of paragraph 6801(d) of the ITA Regulations);

"**Termination of Service**" means that a Participant has ceased to be an Eligible Person;

"**Trading Day**" means any day on which the TSXV or other applicable stock exchange is open for trading;

"**TSXV**" means the TSX Venture Exchange;

"**U.S.**" or "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended;

"**U.S. Share Unit Outside Expiry Date**" has the meaning ascribed thereto in Section 4.1;

"**U.S. Taxpayer**" means a Participant who is a U.S. citizen, a U.S. permanent resident or other person who is subject to taxation on their income or in respect of Awards under the Code, provided that, for greater certainty, a Participant may be both a Canadian Participant and a U.S. Taxpayer;

"**Vesting Date**" has the meaning ascribed thereto in Section 4.4; and

"**VWAP**" mean the volume weighted average trading price of the Shares on the TSXV calculated by dividing the total value by the total volume of such securities traded for the five trading days immediately preceding the applicable date.

1.2 **Interpretation**.

(a) The provision of a table of contents, the division of this Plan into Parts, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Plan.

(b) In this Plan:

(i) words importing the singular shall include the plural and vice versa and words importing any gender include any other gender;

(ii) the words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation"; and

(iii) the expressions "Part", "Section" and other subdivision followed by a number mean and refer to the specified Part, Section or other subdivision of this Plan, respectively.

(c) Whenever the Board is to exercise discretion or authority in the administration of the terms and conditions of this Plan, the term "discretion" or "authority" means the sole and absolute discretion or authority, as the case may be, of the Board.

(d) Unless otherwise specified in the Participant's Award Agreement, all references to dollar amounts are to Canadian currency, and where any amount is required to be converted to or from a currency other than Canadian currency, such conversion shall be based on the exchange rate quoted by the Bank of Canada on the particular date.

(e) For purposes of this Plan, the legal representatives of a Participant shall only include the legal representative of the Participant's estate or will.

(f) If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan, then the first day of the period is not counted, but the day of its expiry is counted.

PART 2
PURPOSE AND ADMINISTRATION OF THIS PLAN; GRANTING OF AWARDS

2.1 **Purpose of this Plan**. The purpose of this Plan is to permit the Corporation to grant Awards to Eligible Persons, and to encourage the attraction and retention of such Eligible Persons; to reward Eligible Persons for their contributions toward the long term goals and success of the Corporation; and to enable and encourage such Eligible Persons to acquire Shares as long term investments and create such proprietary interest in, and a greater concern for, the welfare and success of the Corporation.

2.2 **Implementation and Administration of this Plan**.

(a) This Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board. If such committee is appointed for this purpose, all references to the "Board" herein will be deemed references to such committee. Nothing contained herein shall prevent the Board from adopting other or additional Share Compensation Arrangements or other compensation arrangements, subject to any required approval.

(b) Subject to Part 7 and any applicable rules of an Exchange, the Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations or vary the terms of this Plan and/or any Award hereunder for carrying out the provisions and purposes of this Plan and/or to address tax or other requirements of any applicable jurisdiction.

(c) Subject to the provisions of this Plan, the Board is authorized, in its sole discretion, to make such determinations under, and such interpretations of, and take such steps and actions in connection with, the proper administration and operation of the Plan as it may deem necessary or advisable. The interpretation, administration, construction and application of the Plan and any provisions hereof made by the Board shall be final and binding on the Corporation, its Subsidiaries and all Eligible Persons.

(d) No member of the Board or any Person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of this Plan or any Award granted hereunder. Members of the Board, or any Person acting at the direction or on behalf of the Board, shall, to the extent permitted by law, be fully indemnified and protected by the Corporation with respect to any such action or determination.

(e) This Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issuance of any Shares or any other securities in the capital of the Corporation. For greater clarity, the Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, repurchasing Shares or varying or amending its share capital or corporate structure.

2.3 **Participation in this Plan**.

(a) The Corporation makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant, vesting, exercise or settlement of an Award or any transactions in the Shares or otherwise in respect of participation under this Plan. Neither the Corporation nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time,

quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to this Plan. For greater certainty, no amount will be paid to, or in respect of, a Participant (or any Person with whom the Participant does not deal at arm's length within the meaning of the ITA) under this Plan or pursuant to any other arrangement, and no additional Awards will be granted to such Participant (or any Person with whom the Participant does not deal at arm's length within the meaning of this Plan) to compensate for a downward fluctuation in the price of the Shares or any shares of the Corporation or of a related (within the meaning of the ITA) corporation, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Corporation and its Subsidiaries do not assume and shall not have responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with his or her own tax advisors.

(b) Participants (and their legal representatives) shall have no legal or equitable right, claim or interest in any specific property or asset of the Corporation or any of its Subsidiaries. No asset of the Corporation or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Corporation or any of its Subsidiaries under this Plan. Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.

(c) Unless otherwise determined by the Board, the Corporation shall not offer financial assistance to any Participant in regards to the exercise of any Award granted under this Plan.

2.4 **Shares Subject to this Plan**.

(a) Subject to adjustment pursuant to Part 7 hereof, and as may be approved by the Exchange and the shareholders of the Corporation from time to time:

(i) the securities that may be acquired by Participants pursuant to Awards under this Plan shall consist of authorized but unissued Shares, provided that in the case of Share Units and DSUs, the Corporation (or applicable Subsidiary) may, at its sole discretion, elect to settle such Share Units or DSUs in Shares acquired in the open market by a Designated Broker for the benefit of a Participant;

(ii) Rolling 10% Stock Options. The maximum number of Shares reserved for issuance, in the aggregate, pursuant to the exercise of Options granted under this Plan shall be equal to 10% of the Outstanding Issue from time to time; and

(iii) Fixed Share Units and DSUs. The actual number of Shares reserved for issuance at any given time, in the aggregate, pursuant to the settlement of Share Units and DSUs granted under this Plan shall not exceed 4,368,000.

(b) For the purposes of calculating the number of Shares reserved for issuance under this Plan:

(i) each Option shall be counted as reserving one Share under the Plan; and

(ii) notwithstanding that the settlement of any Share Unit or DSU in Shares shall be at the sole discretion of the Corporation as provided herein, each Share Unit and each DSU shall, in each case, be counted as reserving one Share under this Plan.

(c) No Award may be granted if such grant would have the effect of causing the total number of Shares reserved for issuance under this Plan to exceed the maximum number of Shares reserved for issuance under this Plan as set out above.

(d) If (i) an outstanding Award (or portion thereof) expires or is forfeited, surrendered, cancelled or otherwise terminated for any reason without having been exercised; or (ii) an outstanding Award (or portion thereof) is settled in cash, then in each such case the Shares reserved for issuance in respect of such Award (or portion thereof) will again be available for issuance under this Plan.

2.5 **Participation Limits**.

(a) In no event shall this Plan, together with all other previously established and outstanding Share Compensation Arrangements of the Corporation, permit at any time:

(i) the aggregate number of Shares reserved for issuance under Awards granted to Insiders (as a group) at any point in time exceeding 10% of the Outstanding Issue; or

(ii) the grant to Insiders (as a group), within any 12 month period, of an aggregate number of Awards exceeding 10% of the Outstanding Issue, calculated at the date an Award is granted to any Insider,

unless the Corporation has obtained the requisite disinterested shareholder approval.

(b) The aggregate number of Awards granted to any one Person (and companies wholly-owned by that Person) in any 12 month period shall not exceed 5% of the Outstanding Issue, calculated on the date an Award is granted to the Person, unless the Corporation has obtained the requisite disinterested shareholder approval.

(c) The aggregate number of Awards granted to any one Consultant in any 12 month period shall not exceed 2% of the Outstanding Issue, calculated at the date an Award is granted to the Consultant.

(d) The aggregate number of Options granted to all Investor Relations Service Providers shall not exceed 2% of the Outstanding Issue in any 12 month period, calculated at the date an Option is granted to any such Person. For the avoidance of doubt, Investor Relations Service Providers are only eligible to receive Options under this Plan; they are not eligible to receive any Share Units, DSUs or other type of securities based compensation under this Plan.

2.6 **Granting of Awards**. Any Award granted under or otherwise governed by this Plan shall be subject to the requirement that, if at any time counsel to the Corporation shall determine that the listing, registration or qualification of the Shares subject to such Award, if applicable, upon any stock exchange or under any law or regulation of any jurisdiction, or the consent or approval of any stock exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant, exercise or settlement of such Award or the issuance or purchase of Shares thereunder, as applicable, such Award

may not be granted, exercised or settled, as applicable, in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval.

PART 3
OPTIONS

3.1 **Nature of Options**. An Option is an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof. For greater certainty, the Corporation is obligated to issue and deliver the designated number of Shares on the exercise of an Option and shall have no independent discretion to settle an Option in cash or other property other than Shares issued from treasury. For the avoidance of doubt, no Dividend Equivalents shall be granted in connection with an Option.

3.2 **Option Awards**.

(a) Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion: (i) designate the Eligible Persons who may receive Options under this Plan; (ii) fix the number of Options, if any, to be granted to each Eligible Person and the date or dates on which such Options shall be granted (which shall not be prior to the date of the resolution of the Board); (iii) subject to Section 3.3 determine the price per Share to be payable upon the exercise of each such Option (the "**Option Price**"); (iv) determine the relevant vesting provisions (including Performance Criteria, if applicable); and (v) determine the Option Term, the whole subject to the terms and conditions prescribed in this Plan or in any Option Agreement, and any applicable rules of the Exchange. For Options granted to employees, Management Company Employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in Section 1 of TSXV Policy 4.4 *Security Based Compensation*), as the case may be.

(b) All Options granted herein shall vest in accordance with the terms of the Option Agreement entered into in respect of such Options. Notwithstanding the foregoing, Options granted to Investor Relations Service Providers must vest in stages over a period of not less than 12 months with no more than one-quarter (1/4) of the Options vesting in any three month period. No acceleration of the vesting provisions of Options granted to Investor Relations Service Providers is allowed without the prior acceptance of the TSXV.

3.3 **Option Price**. The Option Price in respect of any Option shall be determined and approved by the Board when such Option is granted, but shall not be less than the Market Value of a Share as of the date of the grant, less any discount permitted by the Exchange. A minimum exercise price cannot be established unless the Options are allocated to particular Participants.

3.4 **Option Term**. The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than 10 years from the date of grant of the Option ("**Option Term**"). Unless otherwise determined by the Board, all unexercised Options shall be cancelled, without any compensation, at the expiry of such Options. Notwithstanding the expiration provisions hereof, if the date on which an Option Term expires falls within a Blackout Period, the expiration date of the Option will be the date that is 10 Business Days after the Blackout Period Expiry Date.

Notwithstanding anything else herein contained, the 10 Business Day period referred to in this Section 3.4 may not be further extended by the Board.

3.5 **Exercise of Options**. Prior to its expiration or earlier termination in accordance with this Plan, each Option shall be exercisable at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board, at the time of granting the particular Option, may determine in its sole discretion. For greater certainty, any exercise of Options by a Participant shall be made in compliance with the Corporation's insider trading policy.

3.6 **Method of Exercise and Payment of Purchase Price**.

(a) Subject to the provisions of this Plan, an Option granted under this Plan shall be exercisable (from time to time as provided in Section 3.5) by the Participant (or by the legal representative of the Participant) by delivering a fully completed Exercise Notice, a form of which is attached hereto as Schedule "B", to the Corporation at its registered office to the attention of the Chief Financial Officer of the Corporation (or the individual that the Chief Financial Officer of the Corporation may from time to time designate) or by giving notice in such other manner as the Corporation may from time to time designate, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by payment, in full, of: (i) the Option Price multiplied by the number of Shares specified in such Exercise Notice; and (ii) such amount in respect of withholding taxes and other applicable source deductions as the Corporation may require under Section 8.2. Unless otherwise specified in the particular Option Agreement or as otherwise provided below, payment of the Option Price for the number of Shares being purchased pursuant to any Option shall be made: (i) in cash, certified cheque, bank draft or any other form of cash payment deemed acceptable by the Board; (ii) if permitted by the Board, applicable law and Exchange policies, by means of a Cashless Exercise, a Net Exercise, or by such other consideration as may be approved by the Board from time to time to the extent permitted by applicable law and Exchange policies; or (iii) by any combination thereof. The Board may at any time or from time to time grant Options which do not permit all of the foregoing forms of consideration to be used in payment of the Option Price or which otherwise restrict one or more forms of consideration.

(b) Subject to the Corporation having established a program or procedure pursuant to this Section 3.6(b), a Participant or a personal representative of the Participant may elect to exercise such Options on a cashless basis (a "**Cashless Exercise**"). A "Cashless Exercise" means the exercise of an Option where the Corporation has an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to the Participant to purchase the Shares underlying the Option and then the brokerage firm sells a sufficient number of Shares to cover the exercise price of the Option in order to repay the loan made to the Participant and receives an equivalent number of Shares from the exercise of the Options as were sold to cover the loan and the Participant then receives the balance of the Shares or the cash proceeds from the balance of the Shares. Pursuant to a Cashless Exercise, a Participant shall deliver a properly executed Exercise Notice together with irrevocable instructions to a broker providing for assignment to the Corporation of the proceeds of a sale or loan with respect to some or all of the Shares being acquired upon the exercise of the Option. The Corporation reserves the right, in the Corporation's sole and absolute discretion, to establish, decline to approve or terminate any program or procedures for the exercise of Options by means of a Cashless Exercise, including with respect to one or more Participants specified by the Corporation notwithstanding that such program or procedures may be available to other Participants.

(c) A Participant or their personal representative, other than an Investor Relations Service Provider, may elect to exercise an Option without payment of the aggregate Option Price of the Shares to be purchased pursuant to the exercise of the Option (a "**Net Exercise**") by delivering a Net Exercise Notice to the Board. Upon receipt by the Board of a Net Exercise Notice from a Participant or Personal Representative of a Participant, the Corporation shall calculate and issue to such Participant or Personal Representative of such Participant that number of Shares as is determined by application of the following formula:

X = (Y(A-B))/A

Where:

X = the number of Shares to be issued to the Participant upon the Net Exercise

Y = the number of Shares underlying the Options being exercised

A = the VWAP as at the date of the Net Exercise Notice, if such VWAP is greater than the Option Price

B = the Option Price of the Options being exercised

The Corporation may, but is not obligated to accept, any Net Exercise of which it receives notice. If the Corporation does accept such Net Exercise, no fractional Shares will be issued to any Participant or a personal representative of the Participant electing a Net Exercise. If the number of Shares to be issued to the Participant in the event of a Net Exercise would otherwise include a fraction of a Share, the Corporation will pay a cash amount to such Participant equal to: (i) the fraction of a Share otherwise issuable multiplied by; (ii) the value attributed to "A" in the formula set out above.

(d) Unless otherwise required by applicable laws, or as determined in the discretion of the Board, the Option Price for Options shall be designated in Canadian dollars. A foreign Participant may be required to provide evidence that any currency used to pay the Option Price of any Option was acquired and taken out of the jurisdiction in which the Participant resides in accordance with applicable laws, including foreign exchange control laws and regulations. In the event the Option Price for an Option is paid in another foreign currency, if permitted by the Board, the amount payable will be determined by conversion from Canadian dollars at the exchange rate as selected by the Board on the date of exercise. For Participants subject to United States income tax, such conversion shall be determined in a manner which does not result in any adverse tax consequences to the Participant pursuant to Section 409A of the Code.

(e) Upon exercise of an Option, the Corporation shall, as soon as practicable after such exercise and receipt of all payments required to be made by the Participant to the Corporation in connection with such exercise, but no later than 10 Business Days following such exercise and payment, forthwith cause the transfer agent and registrar of the Shares either to:

(i) deliver to the Participant (or to the legal representative of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or the legal representative of the Participant) shall have then paid for and as are specified in such Exercise Notice; or

(ii) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares as the Participant (or the legal representative of the Participant) shall have then paid for and as are specified in such Exercise Notice, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares.

(f) Subject to Section 3.6(c), no fractional Shares will be issued upon the exercise of Options granted under this Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of an Option, or from an adjustment pursuant to Section 7.1, such Participant will only have the right to acquire the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

3.7 **Option Agreements**. Options shall be evidenced by an Option Agreement, in such form not inconsistent with this Plan as the Board may from time to time determine with reference to the form attached as Schedule "A". The Option Agreement shall contain such terms that may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the Option shall be continuously governed by Section 7 of the ITA) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

PART 4
RESTRICTED AND PERFORMANCE SHARE UNITS

4.1 **Nature of Share Units**.

(a) A Share Unit is an Award that is a bonus for services rendered in the year of grant, that, upon settlement, entitles the recipient Participant to receive a cash payment equal to the Market Value of a Share or, at the sole discretion of the Board, a Share, and subject to such restrictions and conditions on vesting as the Board may determine at the time of grant, unless such Share Unit expires prior to being settled. Restrictions and conditions on vesting may, without limitation, be based on the passage of time during continued employment or other service relationship (sometimes referred to as a "**Restricted Share Unit**" or "**RSU**"), the achievement of specified Performance Criteria (sometimes referred to as a "**Performance Share Unit**" or "**PSU**"), or both. Share Units must be subject to a minimum 12 month vesting period following the date the Share Unit is granted or issued, subject to acceleration of vesting in certain cases in accordance with the terms of this Plan and TSXV Policy 4.4 *Security Based Compensation*.

(b) Unless otherwise provided in the applicable Share Unit Agreement, it is intended that Share Units awarded to U.S. Taxpayers will be exempt from Code Section 409A under U.S. Treasury Regulation section 1.409A- 1(b)(4), and accordingly such Share Units will be settled/redeemed by March 15th of the year following the year in which such Share Units are not, or are no longer, subject to a substantial risk of forfeiture (as such term is interpreted under Code Section 409A). For greater certainty, upon the satisfaction or waiver or deemed satisfaction of all Performance Criteria and other vesting conditions, the Share Units of U.S. Taxpayers will no longer be subject to a substantial risk of forfeiture, and will be settled/redeemed by March 15th of the following year (the "**U.S. Share Unit Outside Expiry Date**"). It is intended that, in respect of Share Units granted to Canadian

Participants as a bonus for services rendered in the year of grant, neither this Plan nor any Share Units granted hereunder will constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA, by reason of the exemption in paragraph (k) thereof. All Share Units granted hereunder shall be in addition to, and not in substitution for or in lieu of, ordinary salary and wages received or receivable by any Canadian Participant in respect of his or her services to the Corporation or a Subsidiary, as applicable.

4.2 **Share Unit Awards**.

(a) Subject to the provisions herein and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion: (i) designate the Eligible Persons who may receive Share Units under this Plan; (ii) fix the number of Share Units, if any, to be granted to each Eligible Person and the date or dates on which such Share Units shall be granted; (iii) determine the relevant conditions, vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and the Restriction Period of such Share Units; and (iv) determine any other terms and conditions applicable to the granted Share Units, which need not be identical and which, without limitation, may include non-competition provisions, subject to the terms and conditions prescribed in this Plan and in any Share Unit Agreement. For Share Units granted to employees, Management Company Employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in Section 1 of TSXV Policy 4.4 *Security Based Compensation*), as the case may be.

(b) All Share Units granted herein shall vest in accordance with the terms of the Share Unit Agreement entered into in respect of such Share Units.

(c) Subject to the vesting and other conditions and provisions in this Plan and in the applicable Share Unit Agreement, each Share Unit awarded to a Participant shall entitle the Participant to receive, on settlement, a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Share or any combination of cash and Shares as the Board in its sole discretion may determine, in each case less any applicable withholding taxes. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any Share Unit, and, notwithstanding any discretion exercised by the Board to settle any Share Unit, or a portion thereof, in the form of Shares, the Board reserves the right to change such form of payment at any time until payment is actually made.

4.3 **Share Unit Agreements**.

(a) The grant of a Share Unit by the Board shall be evidenced by a Share Unit Agreement in such form not inconsistent with this Plan as the Board may from time to time determine with reference to the form attached as Schedule "D". Such Share Unit Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time, the adoption of which is subject to applicable laws and, if required by the applicable stock exchange, the prior approval of the shareholders of the Corporation, the TSXV or any other applicable stock exchange or regulatory body having authority over the Corporation or the Plan) which are not inconsistent with this Plan and which the Board deems appropriate for

inclusion in a Share Unit Agreement. The provisions of the various Share Unit Agreements issued under this Plan need not be identical.

(b) The Share Unit Agreement shall contain such terms that the Corporation considers necessary in order that the Share Units granted to U.S. Taxpayers will comply with Code Section 409A and any provisions respecting restricted share units in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the Share Units shall not constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA, by reason of the exemption in paragraph (k) thereof) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

4.4 **Vesting of Share Units**. The Board shall have sole discretion to: (i) determine if any vesting conditions with respect to a Share Unit, including any Performance Criteria or other vesting conditions contained in the applicable Share Unit Agreement, have been met; (ii) waive the vesting conditions applicable to Share Units (or deem them to be satisfied) provided that 12 months have passed since the date the Share Unit was granted or issued (subject to acceleration in certain cases in accordance with this Plan and TSXV Policy 4.4 *Security Based Compensation*); and (iii) extend the Restriction Period with respect to any grant of Share Units, provided that (A) any such extension shall not result in the Restriction Period for such Share Units extending beyond the Share Unit Outside Expiry Date; and (B) with respect to any grant of Share Units to a U.S. Taxpayer, such extension constitutes a substantial risk of forfeiture and such Share Units will continue to be exempt from (or otherwise comply with) Code Section 409A. The Corporation shall communicate to a Participant, as soon as reasonably practicable, the date on which all such applicable vesting conditions in respect of a grant of Share Units to the Participant have been satisfied, waived or deemed satisfied and such Share Units have vested (the "**Vesting Date**"). Notwithstanding the foregoing, if the date on which any Share Units would otherwise vest falls within a Blackout Period, the Vesting Date of such Share Units will be deemed to be the date that is the earlier of: (i) 10 Business Days after the Blackout Period Expiry Date (which 10 Business Day period may not be further extended by the Board); and (ii) the Share Unit Outside Expiry Date in respect of such Share Units, provided that in no event will the redemption and settlement of any Share Units of a Participant who is a U.S. Taxpayer be delayed beyond March 15th of the calendar year immediately following the year in which such Share Units are not, or are no longer, subject to a substantial risk of forfeiture (as such term is interpreted under Code Section 409A).

4.5 **Redemption / Settlement of Share Units**.

(a) Subject to the provisions of this Section 4.5 and Section 4.6, a Participant's vested Share Units shall be redeemed in consideration for a cash payment on the date (the "**Redemption Date**") that is the earliest of: (i) the 15th day following the applicable Vesting Date for such vested Share Units (or, if such day is not a Business Day, on the immediately following Business Day); (ii) the Share Unit Outside Expiry Date; and (iii) in the case of a Participant who is a U.S. Taxpayer, the U.S. Share Unit Outside Expiry Date.

(b) Subject to the provisions of this Section 4.5 and Section 4.6, during the period between the Vesting Date and the Redemption Date in respect of a Participant's vested Share Units, the Corporation (or any Subsidiary that is party to an Employment Agreement or Consulting Agreement with the Participant whose vested Share Units are to be redeemed) shall, at its sole discretion, be entitled to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the Participant's vested Share Units either: (i) by the issuance of Shares to the Participant (or the legal representative of the Participant, if

applicable) on the Redemption Date; or (ii) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Shares in the open market, which Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.

(c) Settlement of a Participant's vested Share Units shall take place on the Redemption Date as follows:

(i) where the Corporation (or applicable Subsidiary) has elected to settle all or a portion of the Participant's vested Share Units in Shares issued from treasury:

(A) in the case of Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable) of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.2; or

(B) in the case of Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;

(ii) where the Corporation or a Subsidiary has elected to settle all or a portion of the Participant's vested Share Units in Shares purchased in the open market, by delivery by the Corporation or Subsidiary of which the Participant is a director, executive officer, employee or Consultant to the Designated Broker of readily available funds in an amount equal to the Market Value of a Share as of the Redemption Date multiplied by the number of vested Share Units to be settled in Shares purchased in the open market, less the amount of any applicable withholding tax and other applicable source deductions under Section 8.2, along with directions instructing the Designated Broker to use such funds to purchase Shares in the open market for the benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;

(iii) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's Share Units that the Corporation or a Subsidiary has elected to settle in Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation or Subsidiary of which the Participant is a director, executive officer, employee or Consultant, in cash, by cheque or by such other cash payment method as the Corporation and Participant may agree; and

(iv) where the Corporation or a Subsidiary has elected to settle a portion, but not all, of the Participant's vested Share Units in Shares, the Participant shall be deemed to have instructed the Corporation or Subsidiary, as applicable, to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding tax obligations, and the Corporation or Subsidiary, as applicable, shall deliver any remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion payable to settle a Participant's Share Units in the foregoing circumstances is not sufficient to satisfy the withholding obligations of the Corporation or a Subsidiary pursuant to Section 8.2, the Corporation or Subsidiary, as applicable, shall be entitled to satisfy any remaining withholding obligation by any other mechanism as may be required or determined by the Corporation or Subsidiary as appropriate.

(d) Notwithstanding any other provision in this Part 4, no payment, whether in cash or in Shares, shall be made in respect of the settlement of any Share Units later than December 15th of the third (3rd) calendar year following the end of the calendar year in respect of which such Share Unit is granted (the "**Share Unit Outside Expiry Date**").

4.6 **Determination of Amounts**.

(a) The cash payment obligation arising in respect of the redemption and settlement of a vested Share Unit pursuant to Section 4.5 shall be equal to the Market Value of a Share as of the applicable Redemption Date. For the avoidance of doubt, the aggregate cash amount to be paid to a Participant (or the legal representative of the Participant, if applicable) in respect of a particular redemption of the Participant's vested Share Units shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, be equal to the Market Value of a Share as of the Redemption Date for such vested Share Units multiplied by the number of vested Share Units in the Participant's Account at the commencement of the Redemption Date (after deducting any such vested Share Units in the Participant's Account in respect of which the Corporation (or applicable Subsidiary) makes an election under Section 4.5(b) to settle such vested Share Units in Shares).

(b) If the Corporation (or applicable Subsidiary) elects in accordance with Section 4.5(b) to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's vested Share Units by the issuance of Shares, the Corporation shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, issue to the Participant (or the legal representative of the Participant, if applicable), for each vested Share Unit which the Corporation (or applicable Subsidiary) elects to settle in Shares, one Share. Where, as a result of any adjustment in accordance with Section 7.1 and/or any withholding required pursuant to Section 8.2, the aggregate number of Shares to be received by a Participant upon an election by the Corporation (or applicable Subsidiary) to settle all or a portion of the Participant's vested Share Units in Shares includes a fractional Share, the aggregate number of Shares to be received by the Participant shall be rounded down to the nearest whole number of Shares.

4.7 **Award of Dividend Equivalents**.

(a) Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded as a bonus for services rendered in the year in respect of unvested Share Units in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional Share Units, the number of which shall be equal to a fraction where the numerator is the product of (i) the number of Share Units in such Participant's Account on the date that dividends are paid multiplied by (ii) the dividend paid per Share and the denominator of which is the Market Value of a Share calculated as of the date that dividends are paid. Any additional Share Units credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting, Restriction Periods and expiry) as the Share Units in respect of which such additional Share Units are credited.

(b) In the event that the Participant's applicable Share Units do not vest, all Dividend Equivalents, if any, associated with such Share Units will be forfeited by the Participant.

(c) Any increase in the number of Shares underlying Share Units as a result of the award of Dividend Equivalents provided in this Section 4.7 is subject to compliance with the limits set out in Section 2.5 and if any increase in the number of Shares underlying Share Units as a result of the operation of this Section 4.7 would result in any limit set out in Section 2.5 being exceeded, then the Corporation may, if determined by the Board in its sole and unfettered discretion (subject to the prior approval of the TSXV, if required), make payment in cash to the holder of the Share Units in lieu of the increasing number of Shares underlying Share Units in order to properly reflect any diminution in value of the Shares as a result of such dividend distribution.

PART 5
DEFERRED SHARE UNITS

5.1 **Nature of DSUs**. A DSU is an Award for services rendered, or for future services to be rendered, and that, upon settlement, entitles the recipient Participant to receive cash or acquire Shares, as determined by the Corporation in its sole discretion, unless such DSU expires prior to being settled. For greater certainty, the aggregate of all amounts each of which may be received in respect of a DSU shall depend, at all times, on the fair market value of shares in the capital of the Corporation or any corporation related (within the meaning of the ITA) thereto within the period that commences one year prior to the Participant's Termination Date and ends at the time the amount is received.

5.2 **DSU Awards**.

(a) Subject to the provisions of this Plan, any shareholder or regulatory approval which may be required, and the requirements of paragraph 6801(d) of the ITA Regulations and Code Section 409A, the Board shall, from time to time by resolution, in its sole discretion: (i) designate the Eligible Persons who may receive DSUs under this Plan; (ii) fix the number of DSUs, if any, to be granted to any Eligible Person and the date or dates on which such DSUs shall be granted; and (iii) determine the relevant conditions and vesting provisions for such DSUs, subject to the terms and conditions prescribed in this Plan and in any DSU Agreement, as applicable. DSUs must be subject to a minimum 12 month vesting period following the date the DSU is granted or issued, subject to acceleration of vesting in certain cases in accordance with the terms of this Plan and TSXV Policy 4.4 *Security Based Compensation*. For DSUs granted to employees, Management Company Employees and Consultants, the Corporation and the Participant are responsible

for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in Section 1 of TSXV Policy 4.4 *Security Based Compensation*), as the case may be.

(b) All DSUs granted herein shall vest in accordance with the terms of the DSU Agreement entered into in respect of such DSUs. Notwithstanding any express or implied term of this Plan to the contrary, the Board does not have the right to alter the vesting conditions of DSUs, which conditions will immediately vest upon termination of employment for those DSUs that were granted or issued at least 12 months prior to termination or for those DSUs that otherwise had their vesting accelerated in accordance with the terms of this Plan and TSXV Policy 4.4 *Security Based Compensation*.

(c) Subject to the vesting and other conditions and provisions in this Plan and in any DSU Agreement, each DSU awarded to a Participant shall entitle the Participant to receive on settlement a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Share or any combination of cash and Shares as the Corporation in its sole discretion may determine. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any DSU, and, notwithstanding any discretion exercised by the Corporation to settle any DSU, or portion thereof, in the form of Shares, the Corporation reserves the right to change such form of payment at any time until payment is actually made. DSUs that fail to vest or that are redeemed and settled, in accordance with the applicable DSU Agreement, shall be forfeited or cancelled and shall cease to be recorded in the Participant's DSU account as of the date on which such DSUs are forfeited or cancelled under the Plan or are redeemed and paid out, as the case may be.

5.3 **DSU Agreements**.

(a) The grant of a DSU by the Board shall be evidenced by a DSU Agreement in such form not inconsistent with this Plan as the Board may from time to time determine with reference to the form attached as Schedule "E". Such DSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time, the adoption of which is subject to applicable laws and, if required by the applicable stock exchange, the prior approval of the shareholders of the Corporation, the TSXV or any other applicable stock exchange or regulatory body having authority over the Corporation or the Plan) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a DSU Agreement. The provisions of the various DSU Agreements issued under this Plan need not be identical.

(b) Each DSU Agreement shall contain such terms that the Corporation considers necessary in order that the DSUs granted thereunder to U.S. Taxpayers will comply with Code Section 409A and any provisions respecting deferred share units in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the DSUs shall not constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA by reason of the exemption in paragraph 6801(d) of the ITA Regulations) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

5.4 **Redemption / Settlement of DSUs**.

(a) Except as otherwise provided in this Section 5.4 or Section 8.8 of this Plan: (i) DSUs of a Participant who is a U.S. Taxpayer shall be redeemed and settled by the Corporation as soon as reasonably practicable following the Participant's Separation from Service; and (ii) DSUs of a Participant who is a Canadian Participant (or who is neither a U.S. Taxpayer nor a Canadian Participant) shall be redeemed and settled by the Corporation as soon as reasonably practicable following the Participant's Termination Date, but in any event not later than, and any payment (whether in cash or in Shares) in respect of the settlement of such DSUs shall be made no later than, December 15th of the first (1st) calendar year commencing immediately after the Participant's Termination Date. Notwithstanding the foregoing, if a payment in settlement of DSUs of a Participant who is both a U.S. Taxpayer and a Canadian Participant: (A) is required as a result of his or her Separation from Service in accordance with clause (i) above, but such payment would result in such DSUs failing to satisfy the requirements of paragraph 6801(d) of the ITA Regulations, and the Board determines that it is not practical to make such payment in some other manner or at some other time that complies with both Code Section 409A and paragraph 6801(d) of the ITA Regulations, then such payment will be made to a trustee to be held in trust for the benefit of the Participant in a manner that causes the payment to be included in the Participant's income under the Code but does not contravene the requirements of paragraph 6801(d) of the ITA Regulations, and the amount shall thereafter be paid out of the trust at such time and in such manner as complies with the requirements of paragraph 6801(d) of the ITA Regulations; or (B) is required pursuant to clause (ii) above, but such payment would result in such DSUs failing to satisfy the requirements of Code Section 409A because the Participant has not experienced a Separation from Service, and if the Board determines that it is not practical to make such payment in some other manner or at some other time that satisfies the requirements of both Code Section 409A and paragraph 6801(d) of the ITA Regulations, then the Participant shall forfeit such DSUs without compensation therefor.

(b) The Corporation will have, at its sole discretion, the ability to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the redemption and settlement of a Participant's DSUs either: (i) by the issuance of Shares to the Participant (or the legal representative of the Participant, if applicable) on the DSU Redemption Date; or (ii) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Shares in the open market, which Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.

(c) For greater certainty, the Corporation shall not pay any cash or issue or deliver any Shares to a Participant in satisfaction of the redemption of a Participant's DSUs prior to the Corporation being satisfied, in its sole discretion, that all applicable withholding taxes and other applicable source deductions under Section 8.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular DSUs.

(d) The redemption and settlement of a Participant's DSUs shall occur on the applicable DSU Redemption Date as follows:

(i) where the Corporation has elected to settle all or a portion of the Participant's DSUs in Shares issued from treasury:

(A) in the case of Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable)

of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.2; or

(B) in the case of Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;

(ii) where the Corporation has elected to settle all or a portion of the Participant's DSUs in Shares purchased in the open market, by delivery by the Corporation to the Designated Broker of readily available funds in an amount equal to the Market Value of a Share as of the applicable DSU Redemption Date multiplied by the number of DSUs to be settled in Shares purchased in the open market, less the amount of any applicable withholding tax and other applicable source deductions under Section 8.2, along with directions instructing the Designated Broker to use such funds to purchase Shares in the open market for the benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;

(iii) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's DSUs that the Corporation has elected to settle in Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation in cash, by cheque or by such other cash payment method as the Corporation and Participant may agree; and

(iv) where the Corporation has elected to settle a portion, but not all, of the Participant's DSUs in Shares, the Participant shall be deemed to have instructed the Corporation to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding obligations of the Corporation, and the Corporation shall deliver any remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion elected by the Corporation to settle the Participant's DSUs is not sufficient to satisfy the withholding obligations of the Corporation pursuant to Section 8.2, any remaining amounts shall be satisfied by the Corporation by any other mechanism as may be required or determined by the Corporation as appropriate.

5.5 **Determination of Amounts**.

(a) The cash payment obligation by the Corporation in respect of the redemption and settlement of a DSU pursuant to Section 5.4 shall be equal to the Market Value of a Share as of the applicable DSU Redemption Date. For the avoidance of doubt, the aggregate cash amount to be paid to a Participant (or the legal representative of the Participant, if applicable) in respect of a particular redemption of the Participant's DSUs shall, subject to any adjustment in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, be equal to the Market Value of a Share as of the DSU Redemption Date for such DSUs multiplied by the number of DSUs being redeemed (after deducting any such DSUs in respect of which the Corporation makes an election under Section 5.4(b) to settle such DSUs in Shares).

(b) If the Corporation elects in accordance with Section 5.4(b) to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's DSUs by the issuance of Shares, the Corporation shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, issue to the Participant, for each DSU which the Corporation elects to settle in Shares, one Share. Where, as a result of any adjustment in accordance with Section 7.1 and/or any withholding required pursuant to Section 8.2, the aggregate number of Shares to be received by a Participant upon an election by the Corporation to settle all or a portion of the Participant's DSUs includes a fractional Share, the aggregate number of Shares to be received by the Participant shall be rounded down to the nearest whole number of Shares.

5.6 **Award of Dividend Equivalents**.

(a) Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded in respect of DSUs in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional DSUs, the number of which shall be equal to a fraction where the numerator is the product of (i) the number of DSUs in such Participant's Account on the date that dividends are paid multiplied by (ii) the dividend paid per Share and the denominator of which is the Market Value of a Share calculated as of the date that dividends are paid. Any additional DSUs credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting conditions) as the DSUs in respect of which such additional DSUs are credited.

(b) In the event that the Participant's applicable DSUs do not vest, all Dividend Equivalents, if any, associated with such DSUs will be forfeited by the Participant.

(c) Any increase in the number of Shares underlying DSUs as a result of the award of Dividend Equivalents provided in this Section 5.6 is subject to compliance with the limits set out in Section 2.4 and if any increase in the number of Shares underlying DSUs as a result of the operation of this Section 5.6 would result in any limit set out in Section 2.4 being exceeded, then the Corporation may, if determined by the Board in its sole and unfettered discretion (subject to the prior approval of the TSXV, if required), make payment in cash to the holder of the DSUs in lieu of the increasing number of Shares underlying DSUs in order to properly reflect any diminution in value of the Shares as a result of such dividend distribution.

PART 6
GENERAL CONDITIONS

6.1 **General Conditions Applicable to Awards**. Each Award shall be subject to the following conditions:

(a) Vesting Period. Each Award granted hereunder shall vest in accordance with the terms of this Plan and the Award Agreement entered into in respect of such Award. Subject to Sections 4.4 and 5.2(b), the Board has the right, in its sole discretion, to waive any vesting conditions or accelerate the vesting of any Award, or to deem any Performance Criteria or other vesting conditions to be satisfied, notwithstanding the vesting schedule set forth for such Award; provided, however, that no acceleration of the vesting provisions of Options granted to Investor Relations Service Providers is allowed without the prior acceptance of the TSXV and, unless otherwise accepted by the TSXV, any acceleration of the vesting provisions of any Award (other than an Option) to a date that is less than one year from the date of grant or issuance must only be done in connection with the death of an Eligible Person or in connection with an Eligible Person ceasing to be an Eligible Person under this Plan as a result of a Change of Control, take-over bid, reverse takeover or other similar transaction as required by TSXV Policy 4.4 *Security Based Compensation*.

(b) Employment. Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to this Plan shall in no way be construed as a guarantee by the Corporation or a Subsidiary to the Participant of employment or another service relationship with the Corporation or a Subsidiary. The granting of an Award to a Participant shall not impose upon the Corporation or a Subsidiary any obligation to retain the Participant in its employ or service in any capacity. Nothing contained in this Plan or in any Award granted under this Plan shall interfere in any way with the rights of the Corporation or any of its Subsidiaries in connection with the employment, retention or termination of any such Participant. The loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise.

(c) Grant of Awards. Eligibility to participate in this Plan does not confer upon any Eligible Person any right to be granted Awards pursuant to this Plan. Granting Awards to any Eligible Person does not confer upon any Eligible Person the right to receive nor preclude such Eligible Person from receiving any additional Awards at any time. The extent to which any Eligible Person is entitled to be granted Awards pursuant to this Plan will be determined in the sole discretion of the Board. Participation in this Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Person's relationship or employment with the Corporation or any Subsidiary.

(d) Rights as a Shareholder. Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as a shareholder in respect of any Shares covered by such Participant's Awards by reason of the grant of such Award until such Award has been duly exercised, as applicable, and settled and Shares have been issued in respect thereof. Without in any way limiting the generality of the foregoing and except as provided under this Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such Shares have been issued.

(e) Conformity to Plan. In the event that an Award is granted or an Award Agreement is executed which does not conform in all particulars with the provisions of this Plan, or

purports to grant Awards on terms different from those set out in this Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with this Plan.

(f) Non-Transferability. Except as set forth herein, each Award granted under this Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of descent and distribution. Awards may be exercised only by:

(i) the Participant to whom the Awards were granted;

(ii) upon the Participant's death, by the legal representative of the Participant's estate; or

(iii) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant;

provided that any such legal representative shall first deliver evidence satisfactory to the Corporation of entitlement to exercise any Award. A Person exercising an Award may subscribe for Shares only in the Person's own name or in the Person's capacity as a legal representative.

(g) Participant's Entitlement. Except as otherwise provided in this Plan (including, without limiting the generality of the foregoing, pursuant to Section 6.2), or unless the Board permits otherwise, upon any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, Awards previously granted under this Plan that, at the time of such change, are held by a Person who is a director, executive officer, employee or Consultant of such Subsidiary of the Corporation and not of the Corporation itself, whether or not then exercisable, shall automatically terminate on the date of such change.

6.2 **General Conditions Applicable to Options**. Except as otherwise provided in any Employment Agreement or Consulting Agreement or in any Award Agreement, each Option shall be subject to the following conditions:

(a) Termination for Cause. Upon a Participant ceasing to be an Eligible Person for Cause, any vested or unvested Option granted to such Participant shall terminate automatically and become void immediately. For the purposes of this Plan, the determination by the Corporation that the Participant was discharged for Cause shall be binding on the Participant. "**Cause**" shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Corporation's codes of conduct and any other reason determined by the Corporation to be cause for termination.

(b) Termination not for Cause. Upon a Participant ceasing to be an Eligible Person as a result of his or her employment or service relationship with the Corporation or a Subsidiary being terminated without Cause (including, for the avoidance of doubt, as a result of any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, as contemplated by Section 6.1(g)): (i) each unvested Option granted to such Participant shall terminate and become void immediately upon such termination; and (ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) 90 days after the Participant's Termination Date (or such later date as the Board may determine, in its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an

Eligible Person); and (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(c) Resignation. Upon a Participant ceasing to be an Eligible Person as a result of his or her resignation from the Corporation or a Subsidiary: (i) each unvested Option granted to such Participant shall terminate and become void immediately upon such resignation; and (ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) 90 days after the Participant's Termination Date (or such later date as the Board may determine, in its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person); and (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(d) Retirement/Permanent Disability. Upon a Participant ceasing to be an Eligible Person by reason of retirement or permanent disability: (i) each unvested Option granted to such Participant shall terminate and become void immediately; and (ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) 90 days from the date of retirement or the date on which the Participant ceases his or her employment or service relationship with the Corporation or any Subsidiary by reason of permanent disability (or such later date as the Board may determine, in its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person); and (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(e) Death. Upon a Participant ceasing to be an Eligible Person by reason of death: (i) each unvested Option granted to such Participant shall terminate and become void immediately; and (ii) each vested Option held by such Participant at the time of death may be exercised by the legal representative of the Participant, provided that any such vested Option shall cease to be exercisable on the earlier of (A) the date that is 12 months after the Participant's death; or (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(f) Leave of Absence. Upon a Participant electing a voluntary leave of absence of more than 12 months, including maternity and paternity leaves, the Board may determine, at its sole discretion but subject to applicable laws, that such Participant's participation in this Plan shall be terminated, provided that all vested Options shall remain outstanding and in effect until the applicable exercise date, or an earlier date determined by the Board at its sole discretion.

6.3 **General Conditions Applicable to Share Units**. Except as otherwise provided in any Employment Agreement or Consulting Agreement or in any Award Agreement, each Share Unit shall be subject to the following conditions:

(a) Termination for Cause and Resignation. Upon a Participant ceasing to be an Eligible Person for Cause or as a result of his or her resignation from the Corporation or a Subsidiary, the Participant's participation in this Plan shall be terminated immediately, all Share Units credited to such Participant's Account that have not vested shall be forfeited and cancelled, and the Participant's rights that relate to such Participant's unvested Share Units shall be forfeited and cancelled on the Termination Date.

(b) Leave of Absence or Termination of Service. Upon a Participant electing a voluntary leave of absence of more than 12 months, including maternity and paternity leaves, or upon a

Participant ceasing to be an Eligible Person as a result of: (i) retirement; (ii) Termination of Service for reasons other than for Cause; (iii) his or her employment or service relationship with the Corporation or a Subsidiary being terminated by reason of injury or disability; or (iv) becoming eligible to receive long-term disability benefits, all unvested Share Units in the Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (or such later date as the Board may determine, in its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person). Notwithstanding the foregoing, if the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested Share Units, the date of such action is the Vesting Date.

(c) Death. Upon a Participant ceasing to be an Eligible Person as a result of death, (i) all unvested Share Units in the Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (except as otherwise determined by the Board from time to time, at its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person); and (ii) each vested Share Unit held by such Participant at the time of death may be exercised by the legal representative of the Participant, provided that any such vested Share shall cease to be exercisable on the earlier of (A) the date that is 12 months after the Participant's death; or (B) the expiry date of such Award as set forth in the applicable Award Agreement, after which such vested Share Unit will expire. Notwithstanding the foregoing, if the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested Share Units, the date of such action is the Vesting Date.

(d) General. For greater certainty, where: (i) a Participant's employment or service relationship with the Corporation or a Subsidiary is terminated pursuant to Section 6.3(a) or Section 6.3(b) hereof; or (ii) a Participant elects for a voluntary leave of absence pursuant to Section 6.3(b) following the satisfaction of all vesting conditions in respect of particular Share Units but before receipt of the corresponding distribution or payment in respect of such Share Units, the Participant shall remain entitled to such distribution or payment.

PART 7
ADJUSTMENTS AND AMENDMENTS

7.1 **Adjustment to Shares Subject to Outstanding Awards**. At any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award or the forfeiture or cancellation of such Award, in the event of: (i) any subdivision of the Shares into a greater number of Shares; (ii) any consolidation of the Shares into a lesser number of Shares; (iii) any reclassification, reorganization or other change affecting the Shares; (iv) any merger, amalgamation or consolidation of the Corporation with or into another corporation; or (v) any distribution to all holders of Shares or other securities in the capital of the Corporation of cash, evidences of indebtedness or other assets of the Corporation (excluding an ordinary course dividend in cash or shares, but including for greater certainty shares or equity interests in a Subsidiary or business unit of the Corporation or one of its Subsidiaries or cash proceeds of the disposition of such a Subsidiary or business unit) or any transaction or change having a similar effect, then the Board shall in its sole discretion, subject to the prior approval of the TSXV (other than where the adjustment is a result of a share consolidation or subdivision), determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the Participant in respect of such Award in connection with such occurrence or change, including, without limitation:

(a) adjustments to the exercise price of such Award without any change in the total price applicable to the unexercised portion of the Award;

(b) adjustments to the number of Shares or cash payment to which the Participant is entitled upon exercise or settlement of such Award; or

(c) adjustments to the number or kind of Shares reserved for issuance pursuant to this Plan.

7.2 **Change of Control**.

(a) Subject to the prior approval of the TSXV with respect to Options held by Investor Relations Service Providers, in the event of a potential Change of Control, the Board shall have the power, in its sole discretion, to accelerate the vesting of Options to assist the Participants to tender into a takeover bid or participate in any other transaction leading to a Change of Control. For greater certainty, subject to the prior approval of the TSXV with respect to Options held by Investor Relations Service Providers, in the event of a take-over bid or any other transaction leading to a Change of Control, the Board shall have the power, in its sole discretion, to: (i) provide that any or all Options shall thereupon terminate, provided that any such outstanding Options that have vested shall remain exercisable until the consummation of such Change of Control; and (ii) permit Participants to conditionally exercise their vested Options immediately prior to the consummation of the take-over bid and the Shares issuable under such Options to be tendered to such bid, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control referred to in this Section 7.2 is not completed within the time specified therein (as the same may be extended), then notwithstanding this Section 7.2 or the definition of "Change of Control": (i) any conditional exercise of vested Options shall be deemed to be null, void and of no effect, and such conditionally exercised Options shall for all purposes be deemed not to have been exercised; (ii) Shares which were issued pursuant to the exercise of Options which vested pursuant to this Section 7.2 shall be returned by the Participant to the Corporation and reinstated as authorized but unissued Shares; and (iii) the original terms applicable to Options which vested pursuant to this Section 7.2 shall be reinstated. In the event of a Change of Control, the Board may exercise its discretion to accelerate the vesting of, or waive the Performance Criteria or other vesting conditions applicable to, outstanding Share Units, and the date of such action shall be the Vesting Date of such Share Units.

(b) Subject to the prior approval of the TSXV with respect to Options held by Investor Relations Service Providers, if the Corporation completes a transaction constituting a Change of Control and within 12 months following the Change of Control a Participant who was also an officer or employee of, or Consultant to, the Corporation prior to the Change of Control has their Employment Agreement or Consulting Agreement terminated, then: (i) all unvested Options granted to such Participant shall immediately vest and become exercisable, and remain open for exercise until the earlier of (A) their expiry date as set out in the applicable Award Agreement, and (B) the date that is 90 days after such termination or dismissal; and (ii) all unvested Share Units shall become vested, and the date of such Participant's Termination Date shall be deemed to be the Vesting Date.

7.3 **Amendment or Discontinuance of Plan**.

(a) The Board may amend this Plan or any Award at any time without the consent of the Participants, provided that such amendment shall:

(i) not adversely alter or impair the rights of any Participant, without the consent of such Participant, except as permitted by the provisions of this Plan;

(ii) be in compliance with applicable law (including Code Section 409A and the provisions of the ITA, to the extent applicable), and subject to any regulatory approvals including, where required, the approval of the TSXV (or any other stock exchange on which the Shares are listed); and

(iii) be subject to shareholder approval to the extent such approval is required by applicable law or the requirements of the TSXV (or any other stock exchange on which the Shares are listed), provided that the Board may, from time to time, in its absolute discretion and without approval of the shareholders of the Corporation, make the following amendments:

(A) other than amendments to the exercise price and the expiry date of any Award as described in Section 7.3(b)(ii) and Section 7.3(b)(iii) any amendment, with the consent of the Participant, to the terms of an Award previously granted to such Participant under this Plan;

(B) any amendment necessary to comply with applicable law (including taxation laws) or the requirements of the TSXV (or any other stock exchange on which the Shares are listed) or any other regulatory body to which the Corporation is subject;

(C) any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of this Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of this Plan that is inconsistent with any other provision of this Plan, correcting grammatical or typographical errors and amending the definitions contained within this Plan; or

(D) any amendment regarding the administration or implementation of this Plan.

(b) Notwithstanding Section 7.3(a)(iii), the Board shall be required to obtain TSXV and shareholder approval, including, if required by the applicable Exchange, disinterested shareholder approval to make the following amendments:

(i) any amendment to the maximum percentage or number of Shares that may be reserved for issuance pursuant to the exercise or settlement of Awards granted under this Plan, including an increase to the fixed maximum percentage of Shares or a change from a fixed maximum percentage of Shares to a fixed maximum number of Shares or vice versa, except in the event of an adjustment pursuant to Section 7.1;

(ii) any amendment which reduces the exercise price of any Award, as applicable, after such Award has been granted or any cancellation of an Award and the replacement of such Award with an Award with a lower exercise price or other entitlements,

except in the event of an adjustment pursuant to Section 7.1; provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which reduces the exercise price or extension of the term of any Option if the Participant is an Insider of the Corporation at the time of the proposed amendment;

(iii) any amendment which extends the expiry date of any Award, or the Restriction Period of any Share Unit beyond the original expiry date or Restriction Period, except in the event of an extension due to a Blackout Period;

(iv) any amendment which would permit Awards granted under this Plan to be transferable or assignable other than for normal estate settlement purposes as allowed by Section 6.1(f);

(v) any amendment to the definition of an Eligible Person under this Plan;

(vi) any amendment to the participation limits set out in Section 2.5; or

(vii) any amendment to this Section 7.3;

(c) The Board may, by resolution, but subject to applicable regulatory approvals, decide that any of the provisions hereof concerning the effect of termination of the Participant's employment or engagement shall not apply for any reason acceptable to the Board.

(d) The Board may, subject to regulatory approval, discontinue this Plan at any time without the consent of the Participants provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under this Plan.

PART 8
MISCELLANEOUS

8.1 **Use of an Administrative Agent**. The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Awards granted under this Plan and to hold and administer the assets that may be held in respect of Awards granted under this Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Corporation and the administrative agent will maintain records showing the number of Awards granted to each Participant under this Plan.

8.2 **Tax Withholding**. Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant (or to the legal representative of the Participant) under this Plan shall be made net of any applicable withholdings, including in respect of applicable withholding taxes required to be withheld at source and other source deductions, as the Corporation determines. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then the withholding obligation may be satisfied in such manner as the Corporation determines, including: (i) by the sale of a portion of such Shares by the Corporation, the Corporation's transfer agent and registrar or any trustee appointed by the Corporation pursuant to Section 8.1 on behalf of and as agent for the Participant, as soon as permissible and practicable, with the proceeds of such sale being used to satisfy any withholding and remittance obligations of the Corporation (and any remaining proceeds, following such withholding and remittance, to be paid to the Participant); (ii) by requiring the Participant, as a condition of receiving such Shares, to pay to the Corporation an amount in cash sufficient to satisfy such withholding; or (iii) any other mechanism as may be required or determined by the Corporation as appropriate; provided, however, that

the application of this Section 8.2 to any distribution, delivery of Shares or payments to a Participant (or to the legal representative of the Participant) under this Plan shall not conflict with the policies of the Exchange that are in effect at the relevant time and the Corporation will obtain prior Exchange acceptance and/or shareholder approval of any application of this Section 8.2 if required pursuant to such policies.

8.3 **Securities Law Compliance**.

(a) This Plan (including any amendments to it), the terms of the grant of any Award under this Plan, the grant of any Award, the exercise of any Option, the delivery of any Shares upon exercise of any Option, or the Corporation's election to deliver Shares in settlement of any Share Units or DSUs, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the rules and regulations of applicable Exchanges and to such approvals by any regulatory or governmental agency as may, as determined by the Corporation, be required. The Corporation shall not be obliged by any provision of this Plan or the grant of any Award or exercise of any Option hereunder to issue, sell or deliver Shares in violation of such laws, rules and regulations or any condition of such approvals.

(b) No Awards shall be granted, and no Shares shall be issued, sold or delivered hereunder, where such grant, issue, sale or delivery would require registration of this Plan or of the Shares under the securities laws of any jurisdiction or the filing of any prospectus for the qualification of same thereunder, and any purported grant of any Award or purported issue or sale of Shares hereunder in violation of this provision shall be void.

(c) Shares issued, sold or delivered to Participants under this Plan may be subject to limitations on sale or resale under applicable securities laws. For greater certainty, the granting of an Award: (i) to directors, officers and Promoters of the Corporation; (ii) to Consultants of the Corporation; (iii) Persons holding securities carrying more than 10% of the voting rights attached to the Corporation's securities, and who have elected or appointed or have the right to elect or appoint one or more directors or senior officers of the Corporation; (iv) where the exercise price is at a discount to the Market Value of a Share; or (v) where the exercise price is at a price that is less than $0.05, shall be subject to a four-month hold period in compliance with the policies of the Exchange.

(d) If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.

(e) U.S. Securities Laws.

(i) With respect to Awards granted in the United States or to U.S. Persons (as defined under Regulation S under the U.S. Securities Act) or at such time as the Corporation ceases to be a "foreign private issuer" (as defined under Regulation S under the U.S. Securities Act), unless the Shares which may be issued upon the exercise or settlement of such Awards are registered under the U.S. Securities Act and any applicable state securities laws, the Awards granted hereunder and any Shares that may be issuable upon the exercise or settlement of such Awards will be considered "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act) or under applicable state securities, as the case may be. Accordingly, any such Awards or Shares issued prior to an effective registration statement filed with the SEC or qualification under applicable state

securities laws may not be transferred, sold, assigned, pledged, hypothecated or otherwise disposed by the Participant, directly or indirectly, without registration under the U.S. Securities Act and applicable state securities laws, as the case may be, or unless in compliance with an available exemption therefrom. Certificate(s) representing the Awards and any Shares issued upon the exercise or settlement of such Awards prior to an effective registration statement filed with the SEC, and all certificate(s) issued in exchange therefor or in substitution thereof, will be endorsed with the following or a similar legend until such time as it is no longer required under the applicable requirements of the U.S. Securities Act:

"THE SECURITIES REPRESENTED HEREBY [*for Awards add*: AND ANY SECURITIES ISSUABLE UPON EXERCISE OR SETTLEMENT HEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

(ii) Any Participant that is in the United States or is a U.S. Person shall by acceptance of an Award under this Plan be deemed to represent, warrant, acknowledge and agree with the Corporation that: (A) the Participant is acquiring the Award for his or her own account, as principal; (B) unless otherwise notified by the Corporation, the Award and the Shares underlying the Award, if any, have not been registered under the U.S. Securities Act and are "restricted securities" under Rule 144 under the U.S. Securities Act; (C) the certificates representing the Award and any Shares issued upon exercise or settlement thereof will bear the restrictive legend set forth above; and (D) the Corporation is relying on these representations and warranties to support the conclusion of the Corporation that the granting of the Award and any Shares issuable upon exercise or settlement thereof do not require registration under the U.S. Securities Act or any applicable state securities laws.

8.4 **Reorganization of the Corporation**. The existence of any Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, reclassification, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto

or to affect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

8.5 **Quotation of Shares**. So long as the Shares are listed on one or more Exchanges, the Corporation must apply to such Exchange or Exchanges for the listing or quotation, as applicable, of the Shares underlying the Awards granted under this Plan, however, the Corporation cannot guarantee that such Shares will be listed or quoted on any Exchange.

8.6 **No Trust or Fund Created**. Neither this Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Corporation or a Subsidiary and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Corporation or a Subsidiary pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company.

8.7 **Governing Laws**. This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

8.8 **Severability**. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this Plan.

8.9 **Conflict with Plan or Award Agreement**. In the event of any inconsistency or conflict between the policies of the Exchange, this Plan and an Award Agreement, the policies of the Exchange shall govern for all purposes.

8.10 **Code Section 409A**. It is intended that any payments under this Plan to U.S. Taxpayers shall be exempt from or comply with Code Section 409A, and all provisions of this Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Code Section 409A. Solely to the extent that Awards of a U.S. Taxpayer are determined to be subject to Code Section 409A, the following will apply with respect to the rights and benefits of U.S. Taxpayers under this Plan:

(a) Except as permitted under Code Section 409A, any deferred compensation (within the meaning of Code Section 409A) payable to or for the benefit of a U.S. Taxpayer may not be reduced by, or offset against, any amount owing by the U.S. Taxpayer to the Corporation or any of its Affiliates.

(b) If a U.S. Taxpayer becomes entitled to receive payment in respect of any Share Units or any DSUs that are subject to Code Section 409A, as a result of his or her Separation from Service and the U.S. Taxpayer is a "specified employee" (within the meaning of Code Section 409A) at the time of his or her Separation from Service, and the Board makes a good faith determination that: (i) all or a portion of the Share Units or DSUs constitute "deferred compensation" (within the meaning of Code Section 409A); and (ii) any such deferred compensation that would otherwise be payable during the six-month period following such Separation from Service is required to be delayed pursuant to the six-month delay rule set forth in Code Section 409A in order to avoid taxes or penalties under Code Section 409A, then payment of such "deferred compensation" shall not be made to the U.S. Taxpayer before the date which is six months after the date of his or her Separation from Service (and shall be paid in a single lump sum on the first day of the seventh month

following the date of such Separation from Service) or, if earlier, the U.S. Taxpayer's date of death.

(c) A U.S. Taxpayer's status as a "specified employee" (within the meaning of Code Section 409A) shall be determined by the Corporation as required by Code Section 409A on a basis consistent with Code Section 409A and such basis for determination will be consistently applied to all plans, programs, contracts, agreements, etc. maintained by the Corporation that are subject to Code Section 409A.

(d) Although the Corporation intends that Share Units will be exempt from Code Section 409A or will comply with Code Section 409A, and that DSUs will comply with Code Section 409A, the Corporation makes no assurances that the Share Units will be exempt from Code Section 409A or will comply with it. Each U.S. Taxpayer, any beneficiary or the U.S. Taxpayer's estate, as the case may be, is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Taxpayer in connection with this Plan (including any taxes and penalties under Code Section 409A), and neither the Corporation nor any Subsidiary shall have any obligation to indemnify or otherwise hold such U.S. Taxpayer or beneficiary or the U.S. Taxpayer's estate harmless from any or all of such taxes or penalties.

(e) In the event that the Board determines that any amounts payable hereunder will be taxable to a Participant under Code Section 409A prior to payment to such Participant of such amount, the Corporation may: (i) adopt such amendments to this Plan and Share Units and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Board determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Plan and Share Units hereunder and/or (ii) take such other actions as the Board determines necessary or appropriate to avoid or limit the imposition of an additional tax under Code Section 409A.

(f) In the event the Corporation amends, suspends or terminates this Plan or Share Units as permitted under this Plan, such amendment, suspension or termination will be undertaken in a manner that does not result in adverse tax consequences under Code Section 409A.

8.11 **Effective Date of Plan**. This Plan shall become effective upon the date (the "**Effective Date**") of approval by the Board, subject to shareholder approval and TSXV approval.

SCHEDULE "A"

LATIN EXPLORE INC.
Omnibus Share Incentive Plan

OPTION AGREEMENT

This Option Agreement is entered into between LATIN EXPLORE INC. (the "Corporation") and the Participant named below, pursuant to the Corporation's Omnibus Share Incentive Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on _____ (the "Grant Date");

2. _____ (the "Participant");

3. was granted _____ options ("Options") to purchase common shares of the Corporation (each, a "Share"), in accordance with the terms of the Plan, which Options will bear the following terms:

   (a) Exercise Price and Expiry. Subject to the vesting conditions specified below, the Options will be exercisable by the Participant at a price of $● per Share (the "Option Price") at any time prior to expiry on ● (the "Expiration Date").

   (b) Vesting; Time of Exercise. Subject to the terms of the Plan, the Options shall vest and become exercisable as follows:

Number of Options	Vested On
●	●

   If the aggregate number of Shares vesting in a tranche set forth above includes a fractional Share, the aggregate number of Shares will be rounded down to the nearest whole number of Shares. Notwithstanding anything to the contrary herein, the Options shall expire on the Expiration Date set forth above and must be exercised, if at all, on or before the Expiration Date. Options are denominated in Canadian dollars.

4. The Options shall be exercisable only by delivery to the Corporation of a duly completed and executed notice in the form attached to this Option Agreement (the "Exercise Notice"), together with (i) payment of the Option Price for each Share covered by the Exercise Notice; and (ii) payment of any withholding taxes as required in accordance with the terms of the Exercise Notice. Any such payment to the Corporation shall be made by certified cheque or wire transfer in readily available funds.

5. Subject to the terms of the Plan, the Options specified in an Exercise Notice shall be deemed to be exercised upon receipt by the Corporation of such written Exercise Notice, together with the payment of all amounts required to be paid by the Participant to the Corporation pursuant to paragraph 4 of this Option Agreement.

6. The Participant hereby represents and warrants (on the date of this Option Agreement and upon each exercise of Options) that:

   (a) the Participant has not received any offering memorandum, or any other documents (other than annual financial statements, interim financial statements or any other document the content of which is prescribed by statute or regulation, other than an offering memorandum) describing the business and affairs of the Corporation that has been prepared for delivery to, and review by, a prospective purchaser in order to assist it in making an investment decision in respect of the Shares;

(b) the Participant is acquiring the Shares without the requirement for the delivery of a prospectus or offering memorandum, pursuant to an exemption under applicable securities legislation and, as a consequence, is restricted from relying upon the civil remedies otherwise available under applicable securities legislation and may not receive information that would otherwise be required to be provided to it;

(c) the Participant has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Corporation and does not desire to utilize a registrant in connection with evaluating such merits and risks;

(d) the Participant acknowledges that an investment in the Shares involves a high degree of risk, and represents that it understands the economic risks of such investment and is able to bear the economic risks of this investment;

(e) the Participant acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any Options, as provided in Section 8.2 of the Plan;

(f) this Option Agreement constitutes a legal, valid and binding obligation of the Participant, enforceable against him or her in accordance with its terms; and

(g) the execution and delivery of this Option Agreement and the performance of the obligations of the Participant hereunder will not result in the creation or imposition of any lien, charge or encumbrance upon the Shares.

The Participant acknowledges that the Corporation is relying upon such representations and warranties in granting the Options and issuing any Shares upon exercise thereof.

7. The Participant: (i) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this Option Agreement and the Plan; (ii) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Option Agreement; and (iii) hereby accepts these Options subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Option Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Option Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement.

8. This Option Agreement and the terms of the Plan incorporated herein (with the Exercise Notice, if the Option is exercised) constitutes the entire agreement of the Corporation and the Participant (collectively, the "Parties") with respect to the Options and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Option Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of British Columbia. Should any provision of this Option Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

9. In accordance with Section 8.3(e) of the Plan, if the Options and the underlying Shares are not registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any state securities laws, the Options may not be exercised in the "United States" or by "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to Option holders in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities

Act) and bear a restrictive legend to such effect.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

IN WITNESS WHEREOF the Parties hereto have executed this Option Agreement as of the_____ day of _____, 20_____.

LATIN EXPLORE INC.

Per:

_____ _____

Authorized Signatory **[NAME OF PARTICIPANT]**

SCHEDULE "B"

LATIN EXPLORE INC.
Omnibus Share Incentive Plan

EXERCISE NOTICE

TO: Latin Explore Inc.
320 Granville Street, Suite 870
Vancouver, BC V6C 1S9

RE: Exercise of Options

The undersigned hereby irrevocably gives notice, pursuant to the Omnibus Share Incentive Plan, in effect from time to time (the "Plan"), of LATIN EXPLORE INC. (the "Corporation"), of the exercise of the Option to acquire and hereby subscribes for (check applicable item):

☐ all of the Shares; or

☐ certain of the Shares which are the subject of the Option Agreement attached hereto.

Calculation of total Option Price:

(i) number of Shares to be acquired on exercise: _____ Shares

(ii) times the Option Price per Share: $_____

Total Option Price, as enclosed herewith: $_____

The undersigned tenders herewith a cheque or bank draft for the total Option Price, payable to the Corporation, and directs the Corporation to issue the share certificate evidencing the Shares in the name of the undersigned to be mailed to the undersigned at the following address:

_____
_____
_____

All capitalized terms, unless otherwise defined in this exercise notice, shall have the meaning provided in the Plan.

DATED the _____ day of _____, 20____.

_____
Signature of Option Holder

_____
Name of Option Holder (Print)

SCHEDULE "C"

LATIN EXPLORE INC.
Omnibus Share Incentive Plan

NET EXERCISE NOTICE

TO: Latin Explore Inc.
320 Granville Street, Suite 880
Vancouver, BC V6C 1S9

RE: Exercise of Options

The undersigned hereby irrevocably gives notice, pursuant to the Omnibus Share Incentive Plan (the "Plan") of LATIN EXPLORE INC. (the "Corporation"), of the exercise of the Option to acquire and hereby subscribes for (check applicable item):

☐ all of the Shares; or

☐ certain of the Shares which are the subject of the Option Agreement attached hereto.

Pursuant to Section 3.6(c) of the Plan and the approval of the Board, the number of Shares to be issued in accordance with the instructions of the undersigned shall be as is determined by application of the following formula, after deduction of any income tax or other amounts required by law to be withheld:

$$X = (Y(A-B))/A$$

Where:

X = the number of Shares to be issued to the Participant upon the Net Exercise

Y = the number of Shares underlying the Options being exercised

A = the VWAP as at the date of the Net Exercise Notice, if such VWAP is greater than the Option Price

B = the Option Price of the Options being exercised

No fractional Shares will be issued upon the undersigned making a Net Exercise. If the number of Shares to be issued to the Participant in the event of a Net Exercise would otherwise include a fraction of a Share, the Corporation will pay a cash amount to such Participant equal to (i) the fraction of a Share otherwise issuable multiplied by (ii) the value attributed to "A" in the formula set out above.

The undersigned tenders herewith a cheque or bank draft for the total Option Price, payable to the Corporation, and directs the Corporation to issue the share certificate evidencing the Shares in the name of the undersigned to be mailed to the undersigned at the following address:

_____
_____
_____

All capitalized terms, unless otherwise defined in this exercise notice, shall have the meaning provided in the Plan.

DATED the _____ day of _____, 20____.

_____
Signature of Option Holder

_____
Name of Option Holder (Print)

SCHEDULE "D"

LATIN EXPLORE INC.
Omnibus Share Incentive Plan

FORM OF SHARE UNIT AGREEMENT

This Share Unit Agreement is entered into between LATIN EXPLORE INC. (the "Corporation") and the Participant named below pursuant to the Corporation's Omnibus Share Incentive Plan, in effect from time to time (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on _____ (the "Grant Date");

2. _____ (the "Participant");

3. was granted _____ Share Units (the "Share Units") of the Corporation, in accordance with the terms of the Plan;

4. which shall vest as follows:

Number of Share Units	Time Vesting Conditions	Performance Vesting Conditions
●	●	●

all on the terms and subject to the conditions set out in the Plan; and

5. subject to the terms and conditions of the Plan, the performance period for any performance-based Share Units granted hereunder commences on the Grant Date and ends at the close of business on ● (the "Performance Period"), while the restriction period for any time-based Share Units granted hereunder commences on the Grant Date and ends at the close of business on ● (the "Restriction Period"). Subject to the terms and conditions of the Plan, Share Units will be redeemed and settled fifteen days after the applicable Vesting Date, all in accordance with the terms of the Plan.

6. By signing this Share Unit Agreement, the Participant:

   (a) acknowledges that he or she has read and understands the Plan and agrees with the terms and conditions thereof, which terms and conditions shall be deemed to be incorporated into and form part of this Share Unit Agreement (subject to any specific variations contained in this Share Unit Agreement);

   (b) acknowledges that, subject to the vesting and other conditions and provisions in this Share Unit Agreement, each Share Unit awarded to the Participant shall entitle the Participant to receive on settlement an aggregate cash payment equal to the Market Value of a Share or, at the election of the Corporation and in its sole discretion, one Share of the Corporation. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any Share Unit, and, notwithstanding any discretion exercised by the Corporation to settle any Share Unit, or portion thereof, in the form of Shares, the Corporation reserves the right to change such form of payment at any time until payment is actually made;

   (c) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the vesting and redemption of any Share Unit as determined by the Corporation in its sole discretion;

   (d) agrees that a Share Unit does not carry any voting rights;

   (e) acknowledges that the value of the Share Units granted herein is denominated in Canadian dollars, and such value is not guaranteed; and

(f) recognizes that, at the sole discretion of the Corporation, the Plan can be administered by a designee of the Corporation by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Corporation.

7. The Participant: (i) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this Share Unit Agreement and the Plan; (ii) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Share Unit Agreement; and (iii) hereby accepts these Share Units subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Share Unit Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Share Unit Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this Share Unit Agreement.

8. This Share Unit Agreement and the terms of the Plan incorporated herein constitutes the entire agreement of the Corporation and the Participant (collectively, the "Parties") with respect to the Share Units and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Share Unit Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of British Columbia. Should any provision of this Share Unit Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

9. In accordance with Section 8.3(e) of the Plan, unless the Shares that may be issued upon the settlement of vested Share Units granted pursuant to this Share Unit Agreement are registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and any applicable state securities laws, such Shares may not be issued in the "United States" or to "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to a Participant in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities Act) and bear a restrictive legend to such effect.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

By receiving and accepting the Share Units, the Participant:

(a) consents to the disclosure to the TSXV and all other regulatory authorities of all personal information of the undersigned obtained by the Corporation; and

b) consents to the collection, use and disclosure of such personal information by the TSXV and all other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

IN WITNESS WHEREOF the Parties hereto have executed this Share Unit Agreement as of the _____ day of _____, 20____.

LATIN EXPLORE INC.

Per:

_____ _____

Authorized Signatory **[NAME OF PARTICIPANT]**

SCHEDULE "E"

LATIN EXPLORE INC.
Omnibus Share Incentive Plan

FORM OF DSU AGREEMENT

This DSU Agreement is entered into between LATIN EXPLORE INC. (the "Corporation") and the Participant named below pursuant to the Corporation's Omnibus Share Incentive Plan, in effect from time to time (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on _____, _____ (the "Grant Date");

2. _____ (the "Participant");

3. was granted _____ deferred share units (the "DSUs") of the Corporation, in accordance with the terms of the Plan;

4. The DSUs subject to this DSU Agreement are fully vested / will become vested as follows *[select]*:

Date	Total Number of DSUs Vested
●	●

all on the terms and subject to the conditions set out in the Plan;

5. Subject to the terms of the Plan, the settlement of the DSUs, in cash (or, at the election of the Corporation, in Shares or a combination of cash and Shares), shall be payable to you, net of any applicable withholding taxes in accordance with the Plan, not later than December 15th of the first (1st) calendar year commencing immediately after the Termination Date, provided that if you are a U.S. Taxpayer, the settlement will be as soon as administratively feasible following your Separation from Service. If the Participant is both a U.S. Taxpayer and a Canadian Participant, the settlement of the DSUs will be subject to the provisions of Section 5.4(a) of the Plan.

6. By signing this agreement, the Participant:

   (a) acknowledges that he or she has read and understands the Plan and agrees with the terms and conditions thereof, which terms and conditions shall be deemed to be incorporated into and form part of this DSU Agreement (subject to any specific variations contained in this DSU Agreement);

   (b) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the vesting and redemption of any DSU, as determined by the Corporation in its sole discretion;

   (c) agrees that a DSU does not carry any voting rights;

   (d) acknowledges that the value of the DSUs granted herein is denominated in Canadian dollars, and such value is not guaranteed; and

   (e) recognizes that, at the sole discretion of the Corporation, the Plan can be administered by a designee of the Corporation by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Corporation.

7. The Participant: (i) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this DSU Agreement and the Plan; (ii) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this DSU Agreement; and (iii) hereby accepts these DSUs subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this

DSU Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this DSU Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this DSU Agreement.

8. This DSU Agreement and the terms of the Plan incorporated herein constitutes the entire agreement of the Corporation and the Participant (collectively, the "Parties") with respect to the DSUs and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This DSU Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of British Columbia. Should any provision of this DSU Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

9. In accordance with Section 8.3(e) of the Plan, unless the Shares that may be issued upon the settlement of the DSUs are registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and any applicable state securities laws, such Shares may not be issued in the "United States" or to "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to a Participant in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities Act) and bear a restrictive legend to such effect.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

By receiving and accepting the Share Units, the Participant:

(a) consents to the disclosure to the TSXV and all other regulatory authorities of all personal information of the undersigned obtained by the Corporation; and

(b) consents to the collection, use and disclosure of such personal information by the TSXV and all other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

IN WITNESS WHEREOF the Parties have executed this DSU Agreement as of the _____ day of _____, 20____.

LATIN EXPLORE INC.

Per:

_____ _____

Authorized Signatory **[NAME OF PARTICIPANT]**

APPENDIX "L"

INFORMATION CONCERNING LATIN EXPLORE

See attached.

INFORMATION CONCERNING LATIN EXPLORE

The following describes the proposed business of Latin Explore following completion of the Arrangement and should be read together with the audited financial statements of Latin Explore for the period from incorporation to October 31, 2025, the audited financial statements of Finco for the period from incorporation to October 31, 2025, the audited carve-out financial statements of the Spin-out Assets for the years ended October 31, 2025 and 2024 and the pro-forma consolidated financial statements of Latin Explore as at October 31, 2025, together with the associated MD&A, as applicable, attached as Appendices "B", "C", "D" and "E", respectively, to the Circular to which this Appendix is attached. Except where the context otherwise requires, all of the information contained in this Appendix is made on the basis that the Arrangement has been completed as described in the Circular.

Unless the context otherwise requires, all references in this Appendix to "Latin Explore" means "Latin Explore Inc." Certain other terms used in this Appendix that are not otherwise defined herein are defined under "*Glossary of Terms*" in the Circular to which this Appendix is attached.

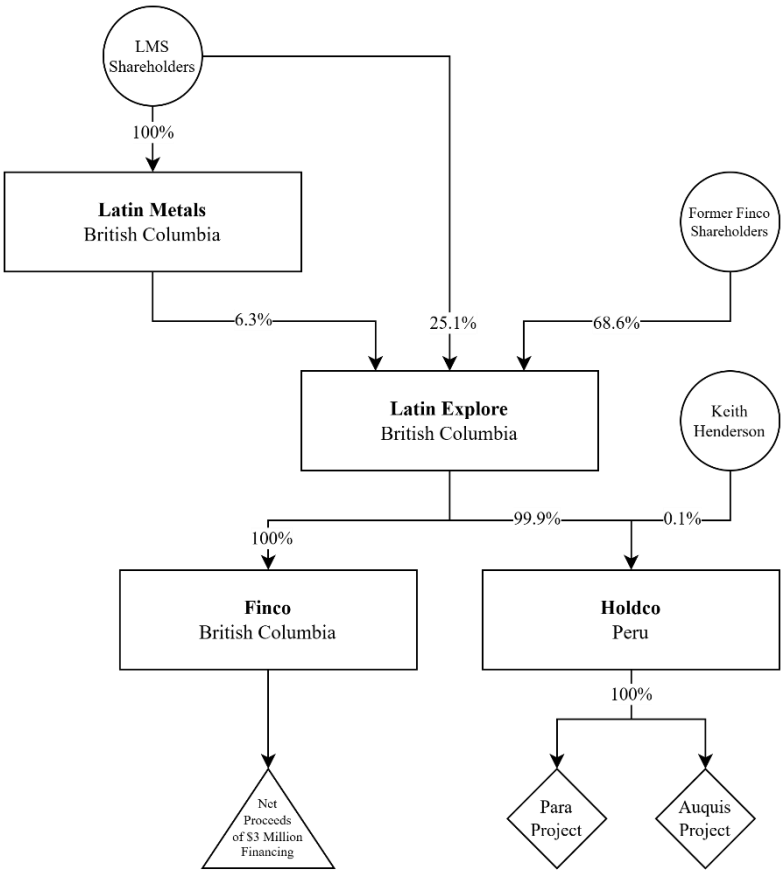
OVERVIEW

On completion of the Arrangement, Latin Explore will continue to be a corporation existing under the laws of the Province of British Columbia. Latin Metals Shareholders at the Effective Time will be issued, in exchange for each Latin Metals Share, one New Latin Metals Share and such number of Latin Explore Shares as is equal to the Exchange Ratio. Latin Explore's principal focus will be the exploration and development of the Spin-out Assets, with a primary focus on the Para Project. The interests in the Spin-out Assets are held by Latin Explore through Holdco as its subsidiary.

CORPORATE STRUCTURE

Latin Explore Inc. ("**Latin Explore**") was incorporated under the BCBCA on October 7, 2025. Latin Explore is currently a private company and a wholly-owned non-arm's length subsidiary of Latin Metals. Latin Explore's head office and principal business address is 320 Granville Street, Suite 870, Vancouver, British Columbia, V6C 1S9, and its registered and records offices are located at 320 Granville Street, Suite 880, Vancouver, British Columbia, V6C 1S9.

Currently, Latin Explore has one subsidiary, Holdco, a company incorporated under the laws of Peru. Following completion of the Arrangement, Latin Explore will cease to be a wholly-owned subsidiary of Latin Metals, and it is anticipated that Latin Metals will hold approximately 6.3% of the issued and outstanding Latin Explore Shares, with approximately 25.1% being held by Latin Metals Shareholders and approximately 68.6% being held by former Finco Shareholders. The corporate structure of Latin Explore following completion of the Arrangement will be as follows:



DESCRIPTION OF THE BUSINESS OF LATIN EXPLORE

General

Latin Explore was incorporated for the purposes of facilitating the Arrangement. Currently, Latin Explore holds its indirect interest in the Spin-out Assets through Holdco. Prior to the Effective Date, Latin Explore will not carry on any business except as contemplated by the Arrangement. After the Effective Date, Latin Explore will be a British Columbia based company engaged in the business of exploration of the Spin-out Assets. Latin Explore will be an exploration stage company, will own no developing or producing properties and, consequently, will have no operating income or cash flow from the property it holds.

Latin Explore is not currently a reporting issuer and the Latin Explore Shares are not listed on any stock exchange. If the Arrangement is completed, Latin Explore will be a reporting issuer in British Columbia and Alberta. Following completion of the Arrangement, Latin Explore intends to apply to list its shares on the TSXV. Any listing of the Latin Explore Shares will be subject to meeting TSXV initial listing requirements and there is no assurance such a listing will be obtained. It is a condition of the Arrangement that Latin Explore will have received the conditional approval of the TSXV of the listing of the Latin Explore Shares, subject only to compliance with the usual conditions of that approval, however such condition may be mutually waived by Latin Metals and Latin Explore at any time.

In connection with the Share Exchange and prior to completion of the Arrangement, Finco will undertake the Concurrent Financing for aggregate gross proceeds of $3,000,00 to provide working capital for Latin Explore upon completion of the Arrangement and the Share Exchange. See "*Available Funds and Principal Purposes*" below.

Other than as disclosed herein, Latin Explore is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect on the business, financial condition or results of operations as at the date of this Circular.

Pursuant to the Arrangement Agreement, Latin Metals agreed to cause Zafiro to transfer to Holdco the concessions

comprising the Para Project and the Auquis Project (which has been completed), and its 100% right, title and interest in and to such concessions. In consideration for the transfer of such concessions, Holdco agreed to issue to Zafiro, a promissory note with a principal amount equal to the current fair market value of such concessions. Latin Explore agreed to assume Holdco's liability under the promissory note and issue 13,680,000 Latin Explore Shares to Latin Metals at a deemed issuance price of $0.05 per Latin Explore Share in full and final settlement of the promissory note.

Employees

Upon completion of the Arrangement, Latin Explore will have no direct employees beyond its management team, and will rely on and engage consultants on a contractual basis. The management team of Latin Explore will consist of those individuals identified under "*Directors and Officers*".

Description of the Spin-out Assets

The Para Project

The Para Project is an exploration property prospective for porphyry-style copper-molybdenum (Cu-Mo) mineralization, lying within the Coastal Copper Belt of southern Peru, a region recognized for its prolific porphyry copper and polymetallic mineralization. The Para Project is located within the Lima Department, approximately 106 kilometres (km) southeast of the city of Lima. The Para Project is located in the Andean foothills at elevations ranging from 1,500 metres above sea level (masl) to 3,000 masl at approximately 16°50' S latitude and 71°30' W longitude.

The first three mining concessions comprising the Para Project were applied for in January and February 2023 through staking open ground. The Para Project was expanded in 2025 acquiring one more concession in July 2025, bringing the Para Project to its current size of 2,200 hectares (ha) across four contiguous concessions. The concessions are held 100% by Holdco and are registered with the Peruvian Ministry of Energy and Mines (MINEM). The Para Project is not subject to any royalties. See "*Description of the Para Project*" for additional information.

The Auquis Project

The 4600-hectare Auquis Project is located 400km south of Lima city in Huaytará Province, Peru. This region, located along the eastern margin of the Cretaceous porphyry belt, hosts major copper-molybdenum and copper-gold-molybdenum systems. The Auquis Project is comprised of six mining claims, all in good standing, and surface agreements with the Sangayaico and Capilla communities allow ongoing exploration. Road access is available from Ica, approximately seven hours from Lima. Extensive exploration is ongoing and has defined two mineralized centers: the Rose porphyry zone, containing copper with lesser molybdenum and silver, and the Blanco skarn zone, containing zinc, lead, copper, silver and minor gold. Additional disclosure regarding the Auquis Project is available in Latin Metals' public disclosure documents and available for review on SEDAR+ at www.sedarplus.com under Latin Metals' profile.

DESCRIPTION OF THE PARA PROJECT

Upon completion of the Arrangement, Latin Explore's material property will be the Para Project. Information of a scientific or technical nature in respect of the Para Project in this Appendix "L" is derived from portions of the most recent NI 43-101 independent technical report on the Para Project with an effective date of December 12, 2025 and a signing date of December 12, 2025, entitled "NI 43-101 Technical Report for the Para Copper-Molybdenum Project, Lima Department, Peru" (the "**Technical Report**") prepared by Catherine Fitzgerald, M.Sc., P. Geo. (the "**Author**"). The Author is a qualified person and is independent of Latin Metals and Latin Explore. The Technical Report has been prepared in anticipation of the Arrangement.

Readers are cautioned that the summary of technical information in this Appendix "L" should be read in the context of the qualifying statements, procedures and accompanying discussion within the complete Technical Report and the summary provided herein is qualified in its entirety by the Technical Report, which is available for review on SEDAR+ at www.sedarplus.com under Latin Metals' profile. Capitalized and abbreviated terms appearing in this section and not otherwise defined herein have the meaning ascribed to such terms in the Technical Report.

Introduction

SLR Consulting Canada Ltd. (SLR) was retained by Latin Metals to prepare an independent Technical Report for Latin Metals and Latin Explore on the Para Copper-Molybdenum Project (the Project or the Property), located in the Coastal Copper Belt, in the Lima Department of Peru. This Technical Report conforms to National Instrument 43-101 Standards of Disclosure for Mineral Projects (NI 43-101).

The Purpose of the Technical Report is for use in connection with the Spin-Out Transaction, pursuant to which Latin Metals will transfer its rights to the Project to Latin Explore, a newly incorporated wholly owned subsidiary of Latin Metals, and Latin Explore will seek a listing of its shares on the TSX Venture Exchange as a Tier 2 Mining issuer.

The first three mining concessions comprising the Project were applied for in January and February 2023 via staking open ground. The Project was expanded in July 2025 with the purchase of one additional mining concession from a private party for US$20,000 cash, bringing the Project to its current size of 2,200 hectares (ha). There are no royalties associated with the mining concessions.

On February 14, 2023, the Company announced that it had discovered zones of high-grade copper mineralization at the Project, identified in a systematic talus sampling program. This program sampled talus fines (due to the lack of a developed soil profile) with resulting anomalous copper assays up to 4,410 ppm Cu and up to 89.9 ppm molybdenum (Mo). The positive results led to the acquisition of two additional claims in 2023 for an additional 1,300 ha.

On February 10, 2025, the Company announced that it had executed a data purchase agreement with Vale Exploration Peru S.A.C., (Vale), a wholly owned subsidiary of Vale Canada Limited. Under the terms of the agreement, Vale has delivered a comprehensive package of exploration data covering the Project and surrounding area. Vale previously held this ground between 2013 and 2017. As consideration for the exploration data, the Company had granted a time-limited Right of First Offer to Vale, which will become valid on completion of a prefeasibility study and will expire in 2035.

On August 13, 2025, Latin Metals announced that it had secured an additional 300 ha at the Project, increasing its size to 2,200 ha, now comprising four contiguous mining concessions. The additional acquisition was based on the identification of multiple porphyry drill targets following review of the data acquired from Vale.

The concessions are not subject to royalites or other encumbrances and are 100% held by Latin Metals' subsidiary Zafiro Mining S.A.C., a Peruvian corporation. In connection with the Spin-Out Transaction, Zafiro Mining S.A.C. has initiated the transfer of the concessions to Diamante Mining S.A.C., a wholly owned subsidiary of Latin Explore.

The major asset associated with the Project is a strategic land position underlain by prospective lithologies and structures for porphyry copper-molybdenum mineralization. The Property warrants additional exploration work, including diamond drilling.

Sources of Information

Catherine Fitzgerald, M.Sc., P.Geo., visited the Project in Peru on October 27, 2025, to assess access to the Project, geology, mineralization, and any other factors that may affect exploration work. Ms. Fitzgerald is the Qualified Person (QP) for the purposes of NI 43-101, is responsible for the entire Technical Report, and is independent of Latin Metals and its subsidiaries.

All aspects that could materially impact the integrity of the data informing the exploration results and future exploration plans at the Project were reviewed by SLR, including outcrop inspection, sampling methods and security, analytical and quality assurance / quality control (QA/QC) procedures, and database management. SLR was given full access to relevant data and reports and had discussions with relevant personnel to obtain information on exploration work and to understand the procedures used to collect, record, store, and analyze historical and current exploration data.

Discussions were held with the following personnel from Latin Metals:

- Keith Henderson, President and CEO

- Eduardo Leon, Vice President Exploration

The documentation reviewed, and other sources of information, are listed at the end of the Technical Report in Section 27.0.

Property Description and Location

Project Description

The Project is a copper-molybdenum exploration property located within the Coastal Copper Belt, a metallogenic region known for its prolific porphyry copper and polymetallic mineralization. The Project exhibits geochemical and geophysical indicators that it hosts a classic porphyry-copper system.

The Project comprises a contiguous block of four mining concessions acquired between 2023 and 2025 and totaling 2,200 ha. The concessions are held 100% by Latin Metals through its Peruvian subsidiary, Zafiro Mining S.A.C. The mineral titles are registered with the Peruvian Ministry of Energy and Mines (MINEM).

Exploration work conducted by Latin Metals since 2021 has included regional stream sampling followed by talus and rock chip sampling.

The Project is currently at the permitting stage for initial drilling, and no mineral production has occurred on the Property to date.

Location

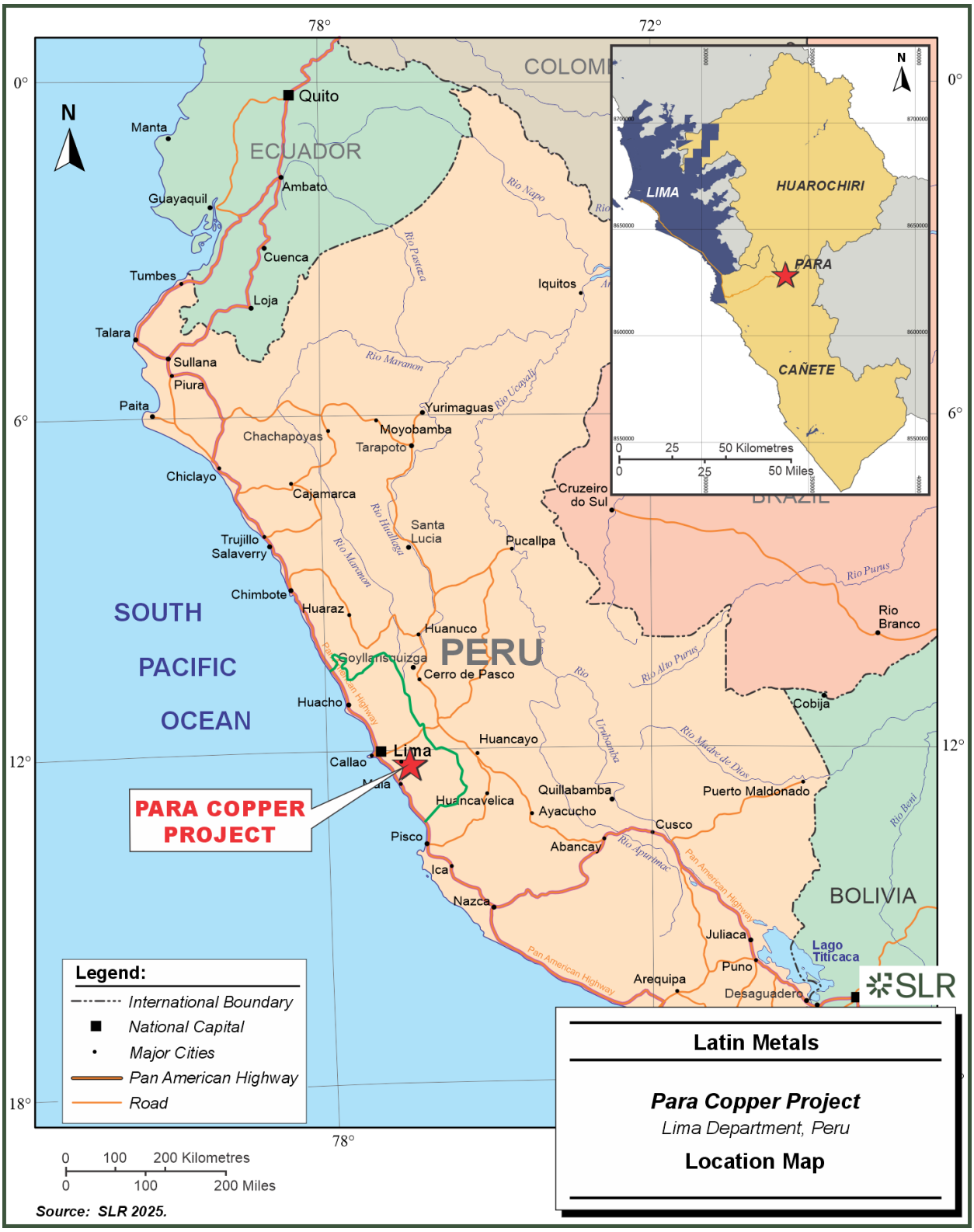
The Project is located in southern Peru within the Lima Department (Figure 4-1), approximately 106 km by paved and gravel road southeast of the city of Lima, passing though the city of Chilca. The geographic coordinates of the central portion of the property are approximately 16°50' S latitude and 71°30' W longitude.

The proximity to Lima, a major urban and industrial center, provides logistical advantages, including access to skilled labor, power infrastructure, and transportation networks.

Para is located mostly within the community of San Francisco de Calahuaya, but part is under the domain of Calango community. The Company has a good relationship with Calahuaya and Calando communities.

The operating Condestable Copper Mine, operated by Compañía Minera Condestable, is located approximately 15 km to the southwest of the Project.

Figure 4-1: Location Map



Land Tenure

The Project comprises a contiguous block of four mining concessions totaling approximately 2,200 ha. The concessions are held 100% by Latin Metals through its Peruvian subsidiary, Zafiro Mining S.A.C. The titles are

registered with MINEM. Table 4-1 provides detailed information on each concession. In connection with the Spin-Out Transaction, Zafiro Mining S.A.C. has initiated the transfer of the concessions to Diamante Mining S.A.C., a wholly owned subsidiary of Latin Explore.

The first three mining concessions comprising the Project were applied for in January and February 2023 via staking open ground. The Project was expanded in July 2025 with the purchase of one additional mining concession from a private party for US$20,000 cash, bringing the Project to its current size of 2,200 hectares (ha). There are no royalties associated with the mining concessions.

As consideration for purchase of historical exploration data (refer to Section 4.4 below), the Company granted a time-limited Right of First Offer to Vale, which will become valid on completion of a prefeasibility study and will expire in 2035.

Mineral rights are granted under Peru's national mining legislation, which allows for exploration and development subject to compliance with environmental, social, and permitting regulations. Surface access agreements have been negotiated with local communities, enabling fieldwork and permitting activities to proceed.

To maintain the concessions in good standing, concession holders must pay an annual fee of USD $3 per ha before June 30th. Holders must also demonstrate ongoing activity with a minimum investment commitment of US$100 per ha in exploration or development activities. This activity must be reported with technical reports to INGEMET annually.

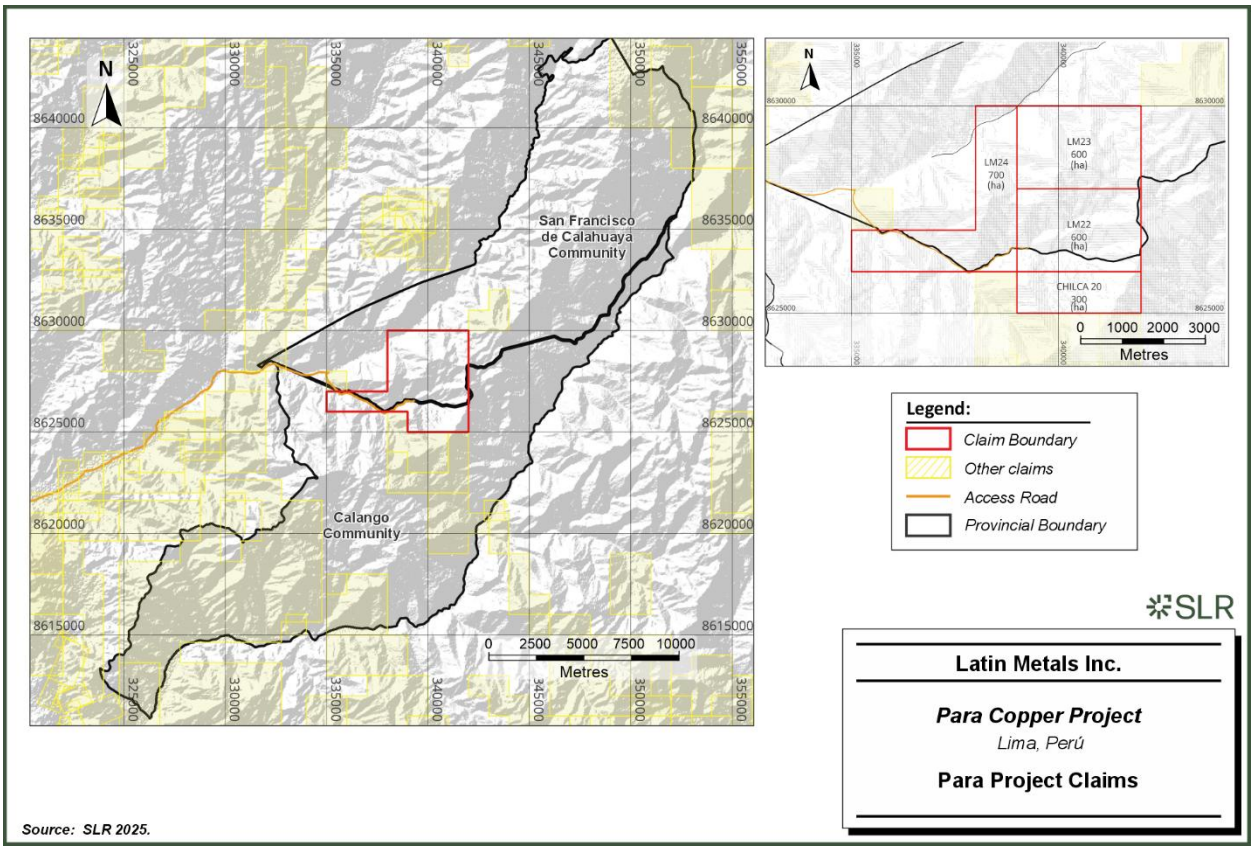
The Author is not aware of any legal encumbrances, title disputes, or adverse claims that affect the tenure of the property. The Author understands that the four mining concessions are in good standing with the Company having fulfilled all required payments.

Table 4-1: Concessions Comprising the Para Project

Lease Number	Size (ha)	Title Application Date	Title Granted
LM22	600	January 3, 2023	May 21, 2024
LM23	600	February 7, 2023	July 19, 2023
LM24	700	February 7, 2023	July 26, 2023
CHILCA20*	300	n/a	July 15, 2025

Source: Mining rights registration documentation provided by Latin Metals. *Chilca20 acquired via purchase agreement.

Figure 4-2: Para Project Claims



Data Purchase Agreement

A data purchase agreement was executed by the Company with Vale, as announced via news release February 10, 2025. Under the terms of the data purchase agreement, Vale delivered a comprehensive package of exploration data covering the Project and extending to the surrounding area.

The dataset included geological mapping at a 1:10,000 scale, 282 rock sample assay results (of which 249 samples lie within the current Property boundaries), geophysical survey results (induced polarization (IP), magnetics, and radiometric from ground surveying).

Encumbrances

The Author is not aware of any encumbrances on the Project.

Royalties

The Project is not subject to any royalties.

Permitting

No permits are required to conduct surface exploration work such as surface sampling or geophysical surveying. A permit is required in order to conduct exploration drilling.

In Peru, most exploration projects require a *Ficha Técnica Ambiental* (FTA) or a *Declaración de Impacto Ambiental* (DIA) to complete exploration drilling. The FTA is a simplified environmental technical file for low impact projects that allows for expedited permitting. The DIA is a more detailed Environmental Impact Statement required for larger or more sensitive projects. The DIA must be approved before drill permits can be issued.

The Project qualifies for an FTA, allowing for simplified drill permitting. Surface access agreements are in place with the local communities, facilitating advancement to the permitting phase for initial drill testing. Once the FTA and the community approvals are in place, the Company may apply to MINEM for an Authorization for Exploration Activities. This authorization permit will allow for the construction of drill platforms and the commencement of drilling. As of 2024, Peru launched a Digital Information Single Window platform to streamline and expedite exploration permit applications, allowing for integration of multiple government departments to reduce delays and improve transparency.

Vale had previously identified four priority drill targets based on extensive groundwork and secured a drill permit to complete 2,500 m of drilling, which was never undertaken.

Liabilities and Risks

The QP is not aware of any environmental liabilities on the Property, or of any other significant factors and risks that may affect access, title, or the right or ability to perform the proposed work program on the Property.

Accessibility, Climate, Local Resources, Infrastructure and Physiography

Accessibility

The Project is located in the Lima Department of central Peru, straddling the boundary between the provinces of Huarochirí and Cañete. The Project benefits from excellent year-round access due to its coastal setting and proximity to a major city (Lima) and infrastructure. Travel from Lima to the Project site is approximately 106 km via paved road following the Pan-American Highway south to Chilca, then continuing via a network of secondary gravel roads and local tracks that lead directly to the Property (Figure 5-1 and Figure 5-2). Periodically, the final approximately 2 km to 3 km of gravel road can be affected by seasonal flooding, however, there is the potential to improve the road to ensure continuous access to the Property.

Figure 5-1: Para Project Access

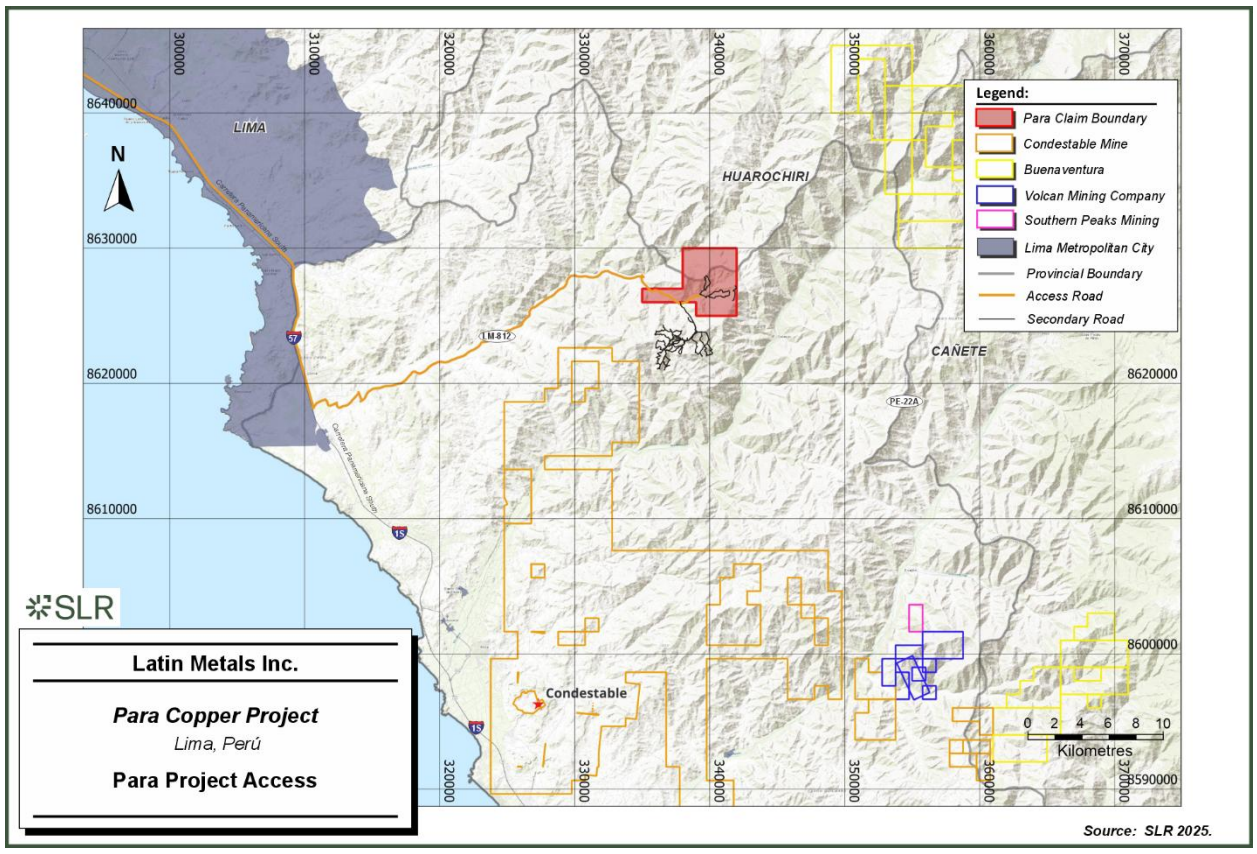


Figure 5-2: Gravel Road Leading to the Project

Source: SLR 2025
Note: Gravel road leading from the town of Chilca to within 5 km of the Project boundary.

Climate

The Project is located in the western Andean foothills of central Peru. The region experiences a temperate to semi-arid climate, typical of Peru's coastal and transitional highland zones.

Annual temperatures range from approximately 10°C to 25°C, with moderate seasonal variation. Precipitation is low, concentrated during the austral summer months (December to March), although rainfall levels are not sufficient to impede year-round exploration activities. The dry season, extending from April to November, provides optimal conditions for fieldwork, including geochemical sampling, geophysical surveys, and drilling operations.

Due to its elevation—ranging from 1,500 masl to 3,000 masl—and proximity to the Pacific coast, the Project area benefits from stable weather patterns and minimal risk of extreme climatic events. These conditions support uninterrupted access and logistical efficiency throughout the calendar year.

Local Resources and Infrastructure

There are limited resources in the immediate Project area. The broader regional area comprises essential infrastructure and services that support mineral exploration and development. The region provides logistical advantages due to its proximity to coastal urban centres and established transportation corridors.

Basic supplies, fuel, and food can be sourced from nearby towns such as Chilca and Calango, which are accessible by road and serve as staging points for field operations. Skilled labor, including geological technicians, drill crews, and

support personnel, is available from the surrounding communities and from Lima, which hosts a large pool of experienced mining professionals. Equipment rental, vehicle maintenance, and other technical services are also readily available in the region.

The Project area is supported by a favorable social environment. Latin Metals maintains relationships with the local communities of San Francisco de Calahuaya and Calango, which has facilitated access and cooperation during exploration activities.

The operating Condestable Copper Mine, operated by Compañía Minera Condestable, is located approximately 15km to the southwest of the Project.

Physiography

The physiographic setting is characterized by moderately rugged terrain with a mix of steep slopes, narrow ridgelines, and incised valleys (Figure 5-3). The Property is situated within a region of moderate topographic relief, with elevations ranging from 1,500 masl to 3,000 masl.

Vegetation is sparse, consisting primarily of highland grasses and ground shrubs. Surface exposure is excellent allowing for effective geological mapping and rock sampling. Drainage is well developed, with seasonal streams and tributaries that have been utilized for stream sediment sampling.

Figure 5-3: General View of the Project Landscape

Source: SLR 2025
Note: View looking southwest from the central portion of the Para Copper-Molybdenum Project.

History

Prior Ownership

The Project was previously held and explored by Vale between 2013 and 2017 and at that time was referred to as the Sahuilca Project. During this period, Vale conducted a series of early-stage exploration activities, including geological mapping, geochemical rock sampling, and geophysical surveys.

The following description of exploration history is taken from data and reports provided to Latin Metals by Vale, following the execution of a data purchase agreement (refer to Section 4.4 of the Technical Report).

Exploration History

Exploration Completed by Vale (2013-2017)

Vale conducted a comprehensive suite of exploration programs at the Project between 2013 and 2017. Programs included (listed in the order they were completed):

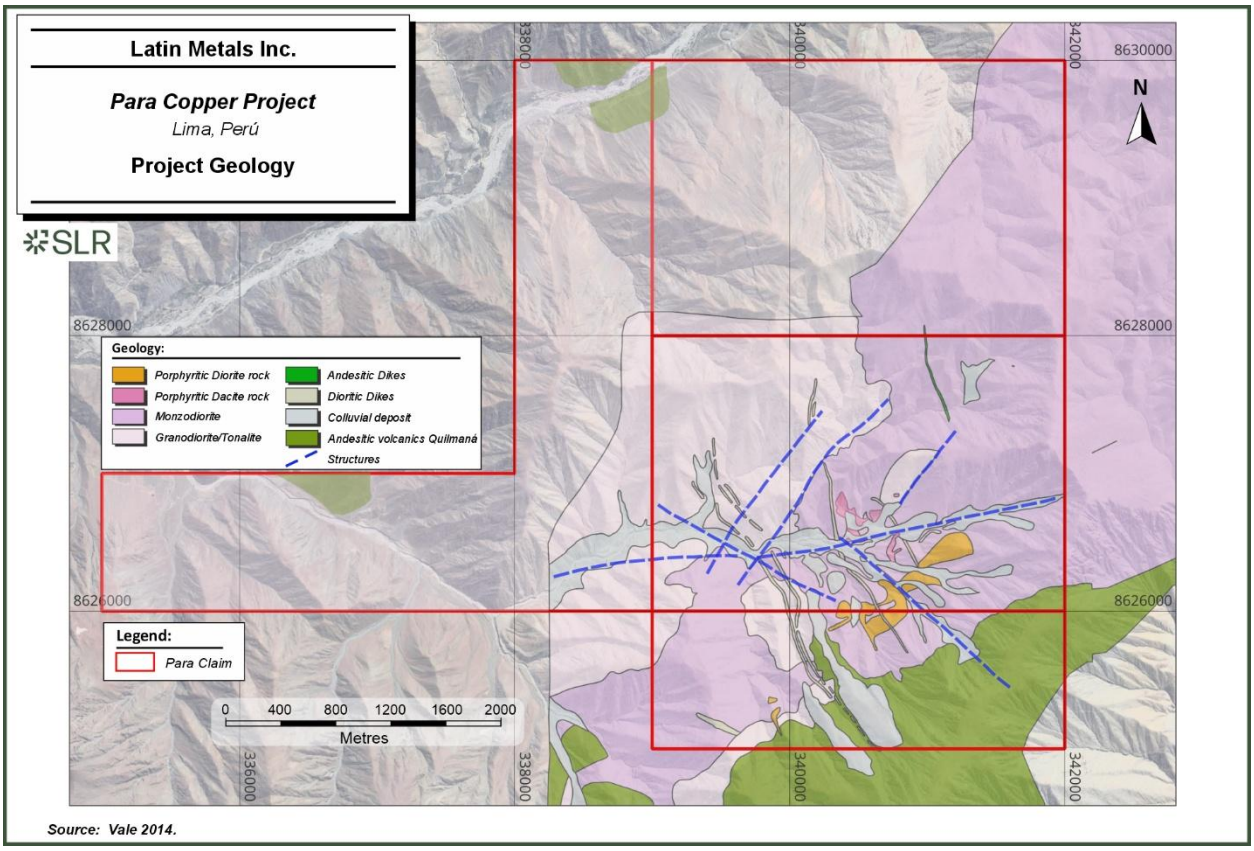
- Geological Mapping: completed a 1:10,000 scale detailed geological and structural map of the project area.
- Geophysical Surveys:
    - IP Survey: comprising 18 line-km with 400 m line spacing, covering a total of 6.25km^2. Survey results revealed high chargeability anomalies interpreted as sulphide-rich zones, typical of porphyry systems.
    - Ground Magnetic and Radiometric Survey: comprising 44 line-km with 200 m line spacing, covering a total of 10km^2. The magnetic data helped identify low susceptibility zones linked to phyllic alteration, while resistivity data suggested silica-rich potassic cores.
- Geochemical Sampling: collected and assayed 282 rock chip samples, 249 of which are on the current Property, which assisted in defining copper and molybdenum anomalies consistent with porphyry style mineralization.
- Drill Target Definition and Permitting:
    - Target Identification: Vale defined four high- priority drill targets based on integrated geochemical and geophysical data.
    - Drill Permitting: Secured permits for a proposed 2,500 m drill program, although no drilling was ultimately carried out.

These datasets were acquired by the Company in 2025, as reported in news release February 10, 2025.

Geological Mapping

Geological mapping of the Project area was completed by Vale at a 1:10,000 scale covering an area of 15 km^2 (Figure 6-1). Located within the Cretaceous metallogenic belt of the Central Andes, the Project features a diverse suite of intrusive rocks. The geology is dominated by subvolcanic intrusive rocks (quartz monzodiorite, dacite, quartz diorite) within the Coastal Batholith. Intrusives are emplaced along a NE-SW trend and are associated with copper and molybdenum anomalies. Late andesitic dykes cut across the plutonic units. Mapping revealed a dominant NE-SW orientation of structural trends, which was interpreted to influence the emplacement of intrusives and possible mineralization-related geophysical anomalies.

Figure 6-1: Project Geology



Geophysical Surveying

Geophysical surveys were completed in the Project are by Vale between December 2013 and February 2014. The primary objective was to delineate subsurface features associated with porphyry-style mineralization associated prospective lithologies such as granodiorite, tonalite, and diorite intrusions that commonly outcrop. The geophysical program employed a combination of:

- Magnetometry, capturing Total Magnetic Intensity (TMI) in nanoTeslas (nT);
- Gamma-ray spectrometry, measuring concentrations of potassium (K), uranium (U), and thorium (Th); and
- IP and Direct Current Resistivity (RES), using time-domain acquisition techniques.

Surveys were designed to identify alteration zones, structural controls, and potential mineralized centres using magnetic, chargeability, and resistivity methods. Three main geophysical surveys were completed, described in the following three subsections.

The geophysical surveying identified a strong low magnetic anomaly coinciding with surface sericite alteration, interpreted as the hydrothermal core. Chargeability and resistivity surveys revealed high responses consistent with sulphide mineralization and potassic alteration, respectively.

Magnetic Geophysical Survey

The magnetic geophysical survey comprised 17 E-W oriented lines, each 2.6 km in length and spaced 400 m apart, covering a total of 10 km^2. Magnetic susceptibility was measured at 1,500 masl. Results identified a pronounced low magnetic anomaly, correlating with surface zones of phyllic alteration. This anomaly is interpreted to reflect hydrothermal destruction of magnetite, a common feature in porphyry systems. Refer to Figure 6-2 for the survey results.

Radiometric Survey

The radiometric survey was completed to detect variations in natural radioactivity—specifically Potassium, Uranium, and Thorium—which can indicate hydrothermal alteration commonly associated with porphyry copper-molybdenum systems. The ground survey comprised 44-line km of ground radiometric data, with lines spaced 200 m apart. Total coverage was approximately 10 km^2.

Results identified radiometric anomalies interpreted to be associated with potassic alteration associated with a porphyry system. These were spatially associated with various geophysical anomalies that also indicated a porphyry system was present.

Induced Polarization Geophysical Survey

The IP survey comprised seven E-W oriented lines, each 2.5 km in length and spaced 400 m apart. The total coverage was 6.25 km^2. Chargeability (mV) was measured at 1,500 masl, with resistivity data (Ohm.m) also produced. Results showed a spatially coincident strong chargeability anomaly and a moderate to high resistivity anomaly interpreted to be associated with disseminated sulphide mineralization and potassic alteration zones, typical of a porphyry system. Chargeability results are shown in Figure 6-3 and resistivity results are shown in Figure 6-4.

Figure 6-2: Ground Magnetic Survey Susceptibility Results

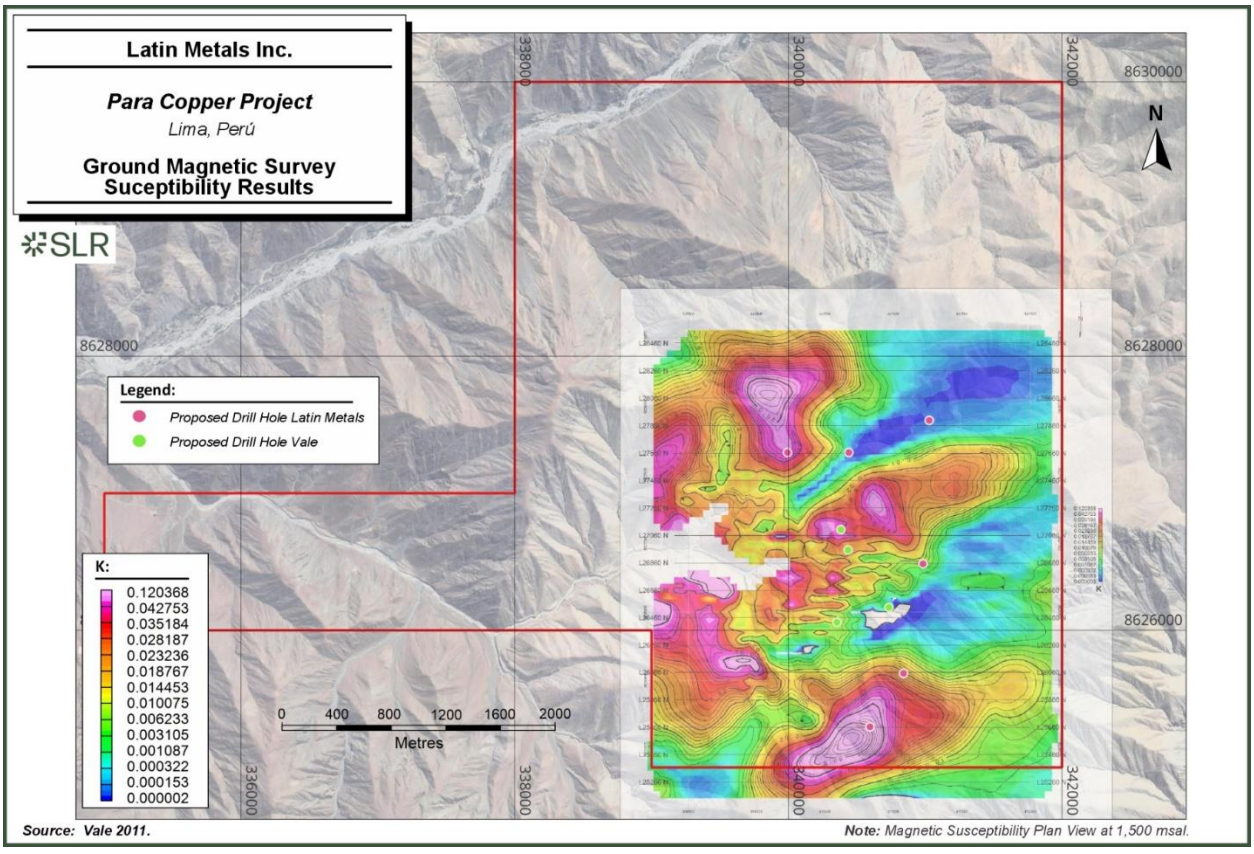


Figure 6-3: Ground IP Survey Chargeability Results

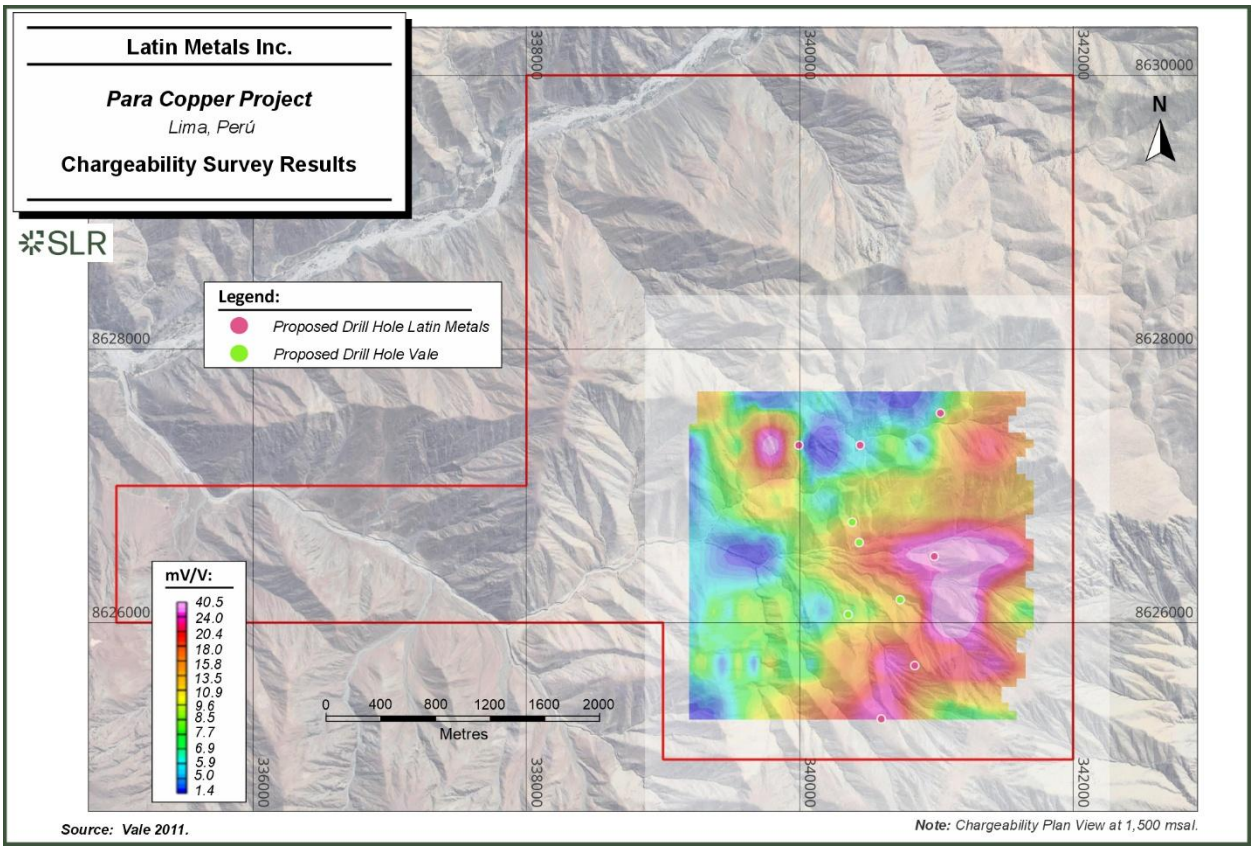
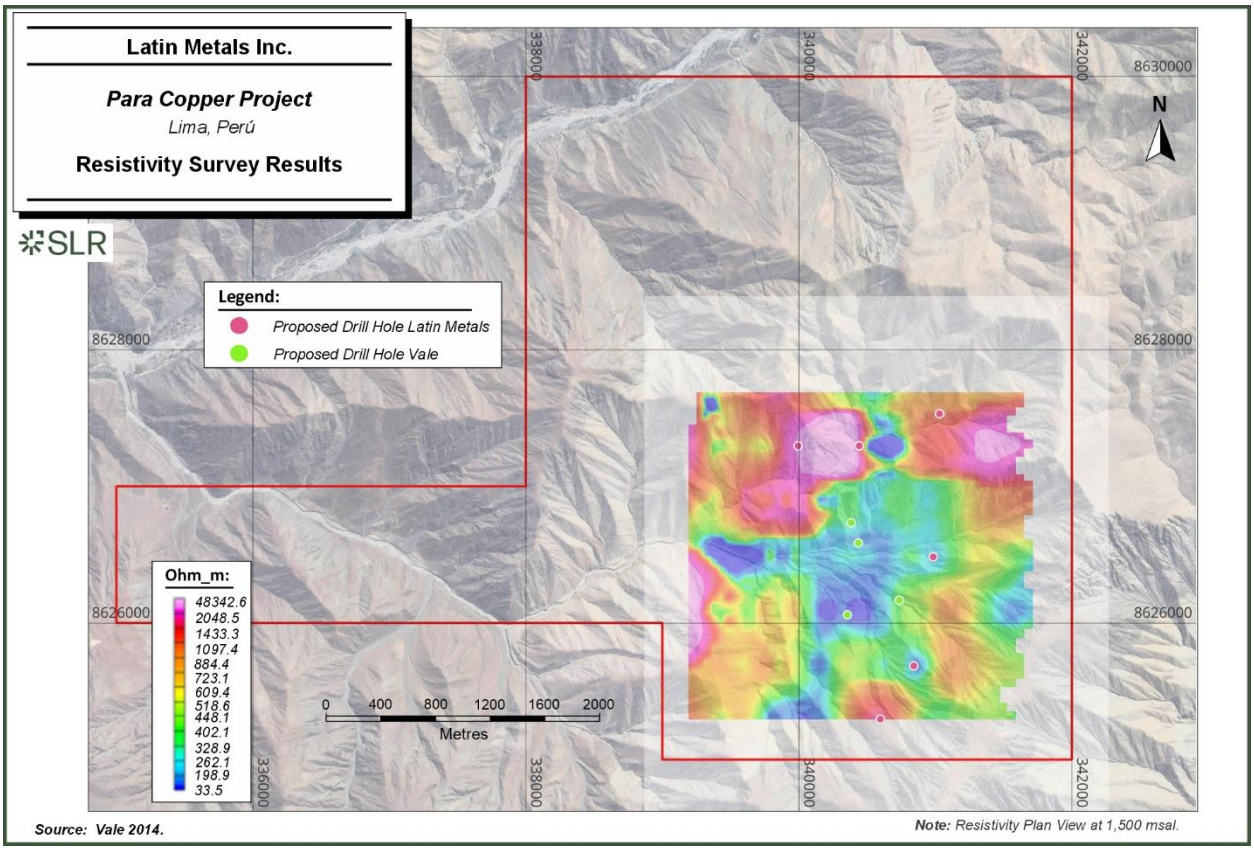


Figure 6-4: Ground IP Survey Resistivity Results



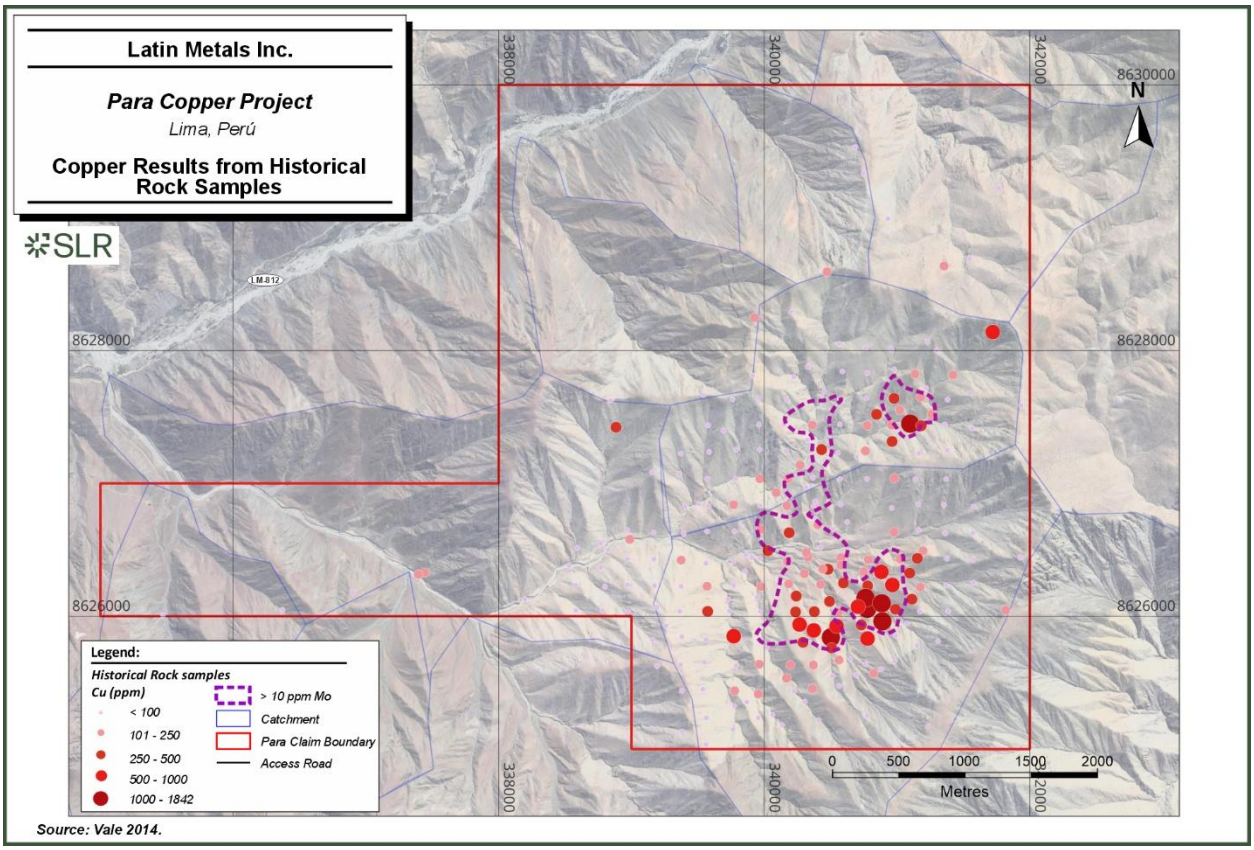
Surface Sampling

Vale conducted systematic surface sampling to identify geochemical anomalies, particularly for copper and molybdenum, in support of geophysical interpretations and to guide exploration drilling. Systematic geochemical sampling resulted in the collected of 282 rock chip samples (Figure 6-5) across the area, 249 samples of which lie within the current Property boundary.

Rock samples were assayed at ALS Peru S.A.C. (ALS), in Callao, Peru in 2013. No information is available on the sampling procedures employed by Vale for this work. Further, no information is available about the sample quality, representativeness, or any factors that may have resulted in sample bias. Due to the historical nature of the samples, the purpose of the results (i.e., for early-stage target identification), and that Latin Metals has validated the historical results with their own rock chip sampling, the Author is of the opinion that the lack of historical information does not influence any interpretation of the data.

Results of the surface sampling completed by Vale defined a large copper-molybdenum anomaly with an elliptical shape trending NE-SW. The anomaly spans approximately 3 km × 4 km and is strongly correlated with porphyritic subvolcanic intrusive phases (dacite and quartz diorite). These intrusive phases are interpreted as the primary hosts of hypogene copper mineralization.

Figure 6-5: Copper Results from Historical Rock Samples



Drilling

No drilling has been completed on the Project; however, Vale designed and permitted a drill program totaling 2,500 m across four drill targets. Each permitted drill hole was designed to be approximately 600 m in length.

The program was designed to test the anomalies identified from integrating all surface sampling and geophysical data results. No drilling was carried out.

Historical Resource Estimates

There are no historical resource estimates for the Project.

Past Production

There is no past production for the Project.

Geological Setting and Mineralization

Regional Geology

The Project is located within the southern segment of Peru's Cretaceous Porphyry Belt, a metallogenic corridor within the Central Andes that extends from Ica through Arequipa. The belt has recently been redefined to include northern extensions beyond Lima following mineralization anomalies (Figure 7-1 and Figure 7-2).

The regional geology is dominated by the Coastal Batholith, a large intrusive complex formed during the Upper Cretaceous to Lower Tertiary. The complex is dominated by granodiorite-tonalite plutonic rocks, part of the Tiabaya and Patap Super Units. These units serve as the principal hosts for porphyry-style copper mineralization. Younger porphyritic intrusions associated with copper-gold systems are emplaced within these batholithic units and are

structurally controlled by intersecting fault systems (Palacios, 1998).

The stratigraphic framework of the region includes (Figure 7-4):

- Cretaceous volcanic and sedimentary packages, including the Casma and Rimac Groups, which host volcanogenic massive sulphide (VMS) style mineralization;
- Miocene volcanic and Eocene-Miocene sedimentary sequences, which overlie the older batholithic and Mesozoic units;
- Quaternary deposits and post-batholith intrusions, which locally host porphyry-style mineralization at the Project; and
- Late-stage andesitic dykes that crosscut the main plutonic units.

Intrusive bodies and associated mineralization anomalies follow a NE-SW structural trend and mineralization is strongly influenced by the intersection of NW-SE trending faults and E-W lineaments. These structural corridors are believed to control the emplacement of porphyritic intrusions and influence secondary porosity and hydrothermal fluid flow.

Figure 7-1: Regional Geology Map

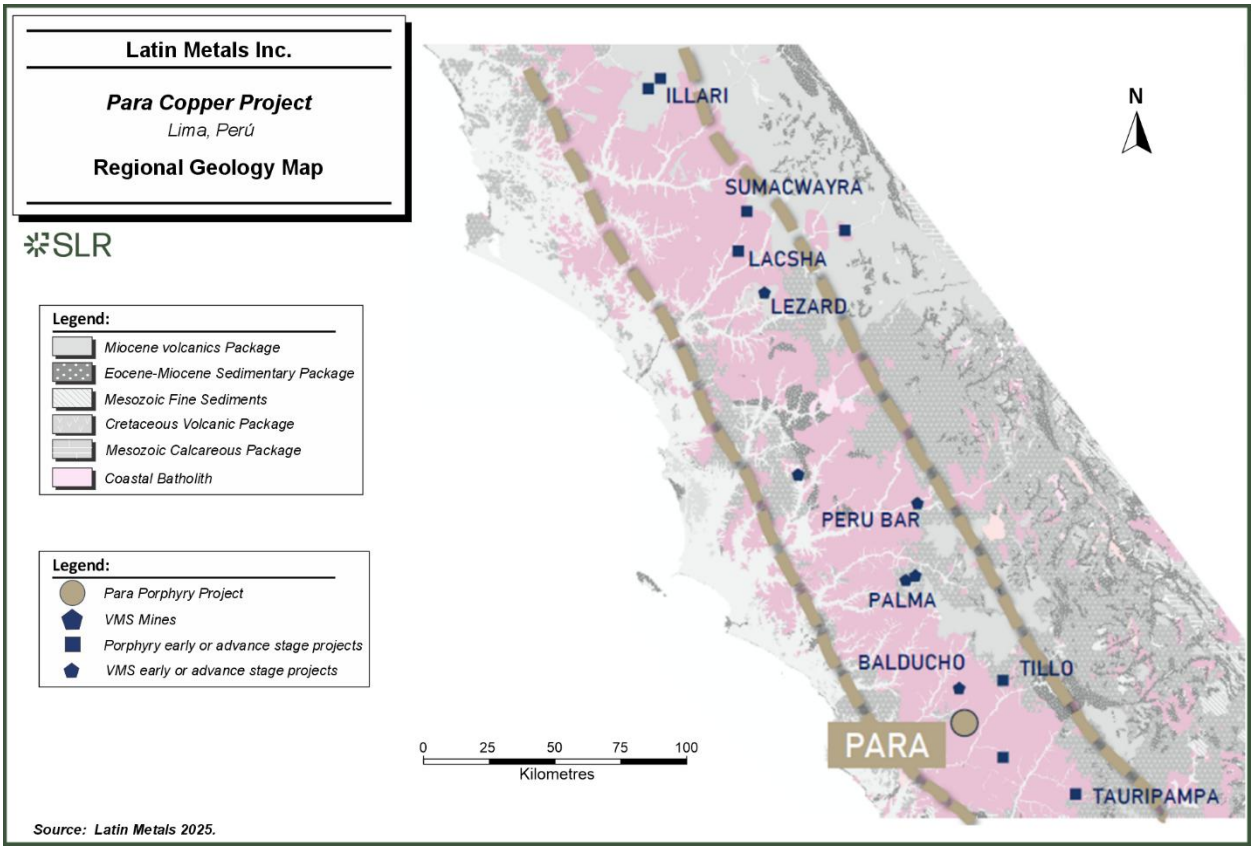
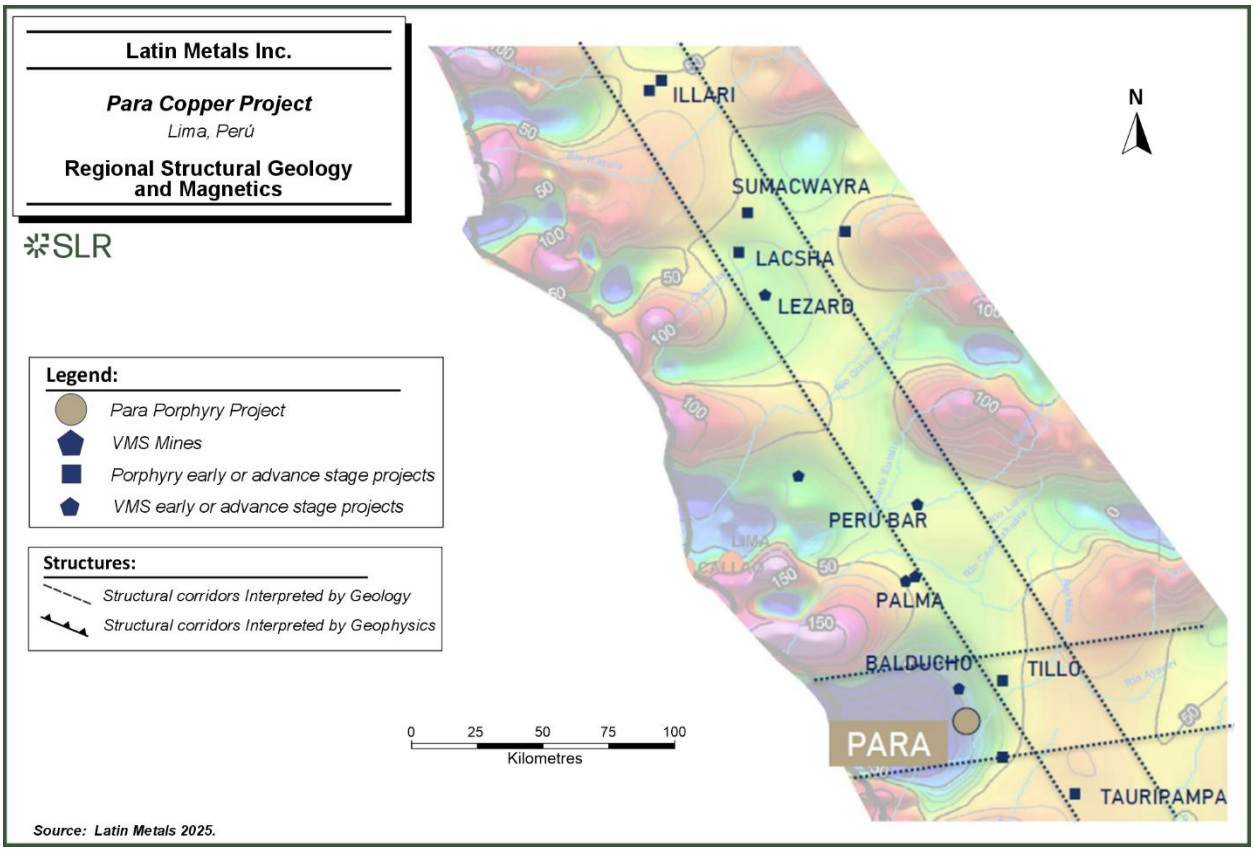


Figure 7-2: Regional Structural Geology and Magnetics



Local Geology

The Project is underlain by intrusive rocks of the Coastal Batholith, specifically the Upper Cretaceous Tiabaya and Patap Super Units, which serve as the principal hosts for porphyry-style mineralization in the region (Figure 7-3). These rock types are dominantly dioritic in nature. The local geology is structurally complex, with mineralization controlled by intersecting fault systems trending NW-SE and E-W, which are interpreted to influence the emplacement of porphyritic intrusions and hydrothermal alteration zones.

The local stratigraphy includes Miocene volcanic rocks, Eocene-Miocene sedimentary packages, and Mesozoic fine sediments, which overlie the batholithic units and contribute to the preservation of the mineralized system (Figure 7-4).

Figure 7-3: Local Geology

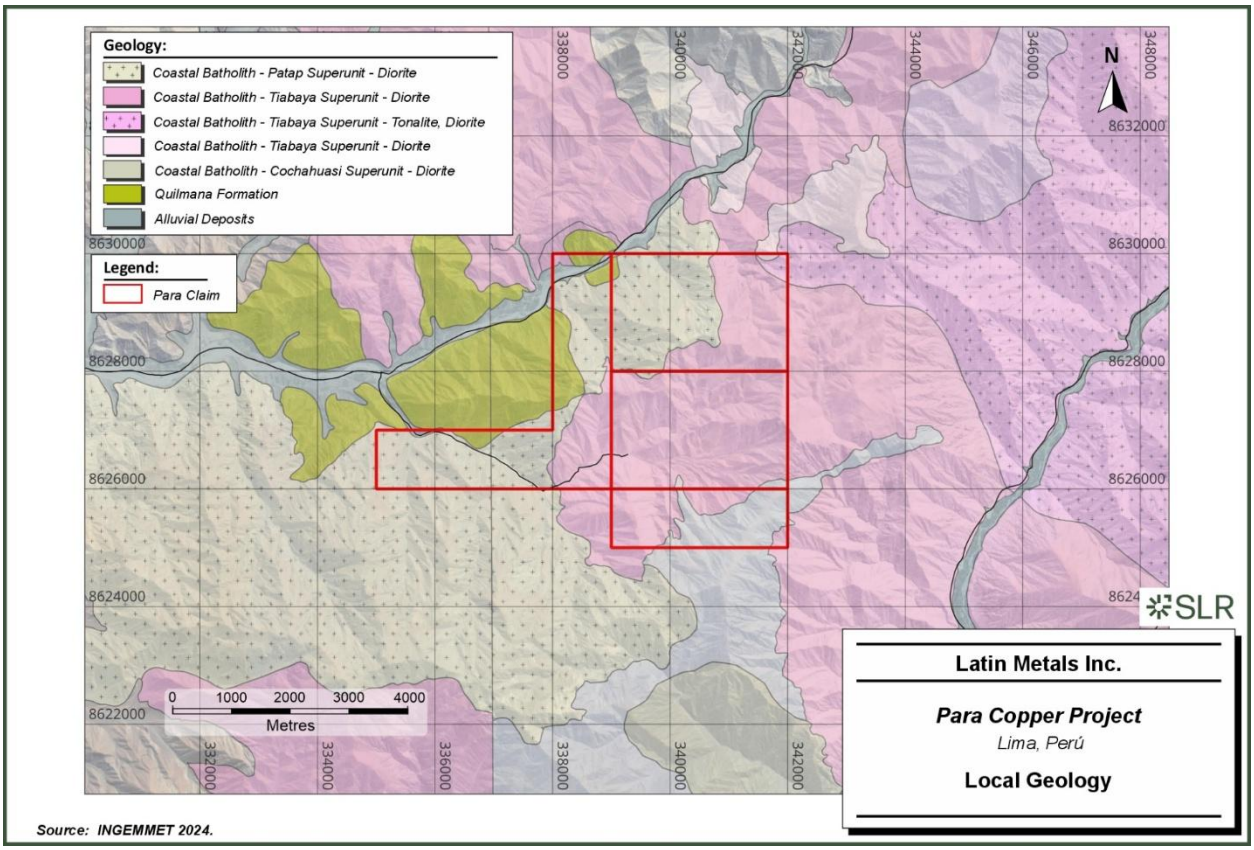
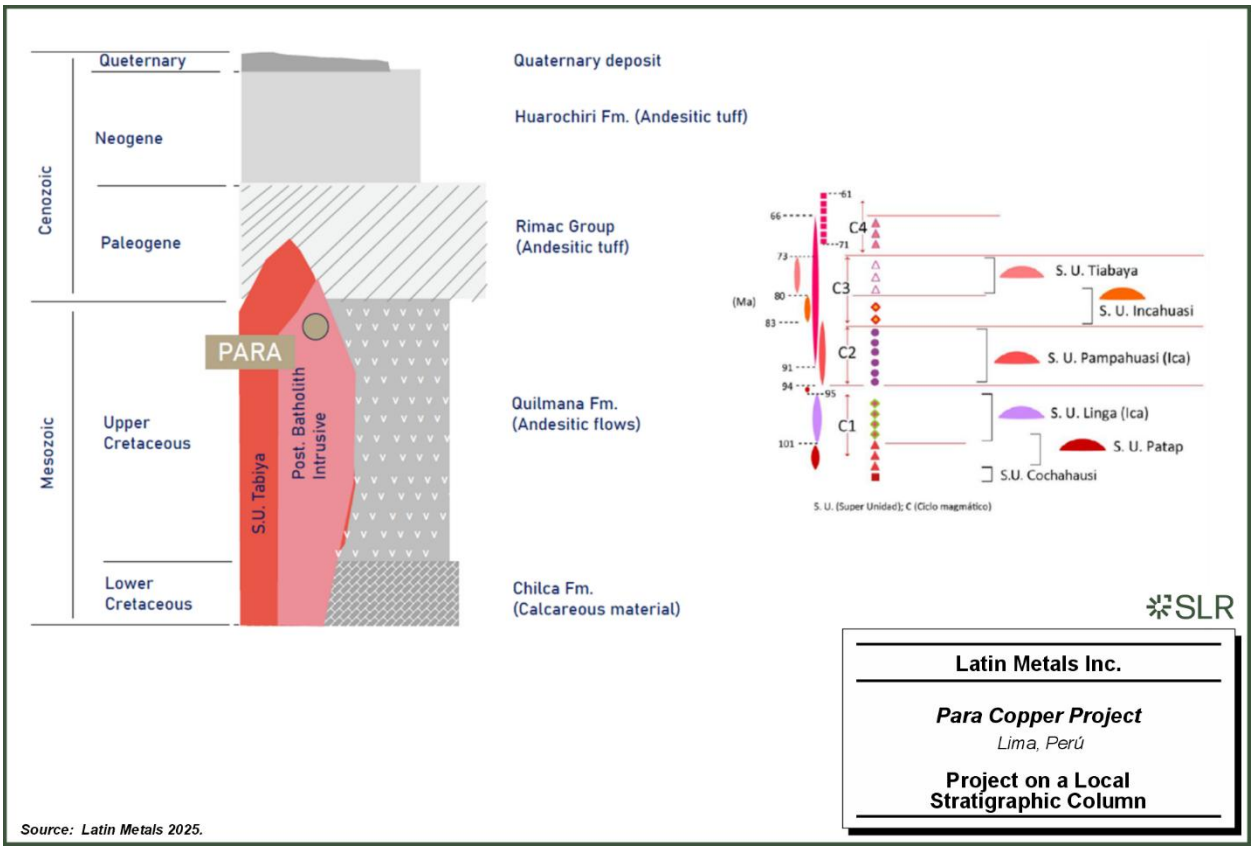


Figure 7-4: Project on a Local Stratigraphic Column



Property Geology

The Project features a sequence of post-batholith intrusions, including monzodiorite, granodiorite, and porphyritic rocks (Figure 7-5), which are spatially associated with copper-molybdenum mineralisation identified in surface sampling. Andesitic and dioritic dykes crosscut the earlier intrusive phases and are interpreted to be part of the mineralizing event. Surface mapping and geophysical surveys have identified zones of sericitic and potassic alteration, consistent with the core and halo zoning typical of porphyry systems.

The local geology is hosted in a structurally complex setting with mineralisation controlled by intersecting fault systems trending NW-SE and E-W. Post Batholith intrusions host porphyry type mineralization. Two systems of faults, one northwest-southeast and other almost east-west control the emplacement of the porphyritic intrusion related to copper mineralization. Refer to Figure 7-5 for a detailed geology map of the Project, produced at a 1:10,000 scale by Vale.

Figure 7-5: Porphyritic Tocks with Stockwork Veins

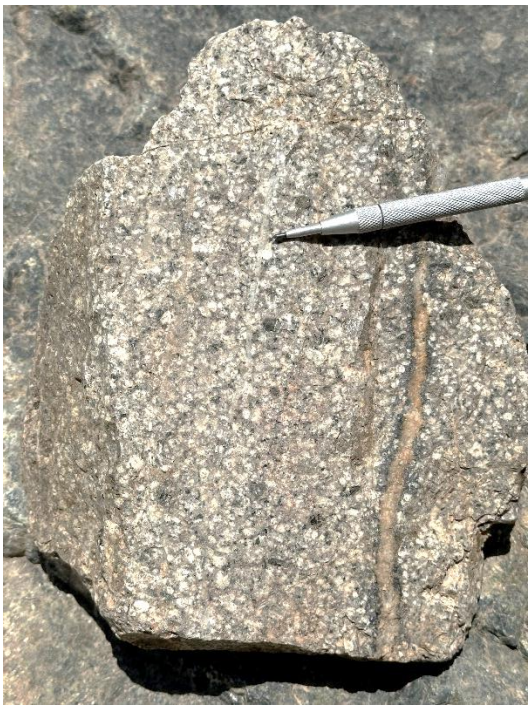
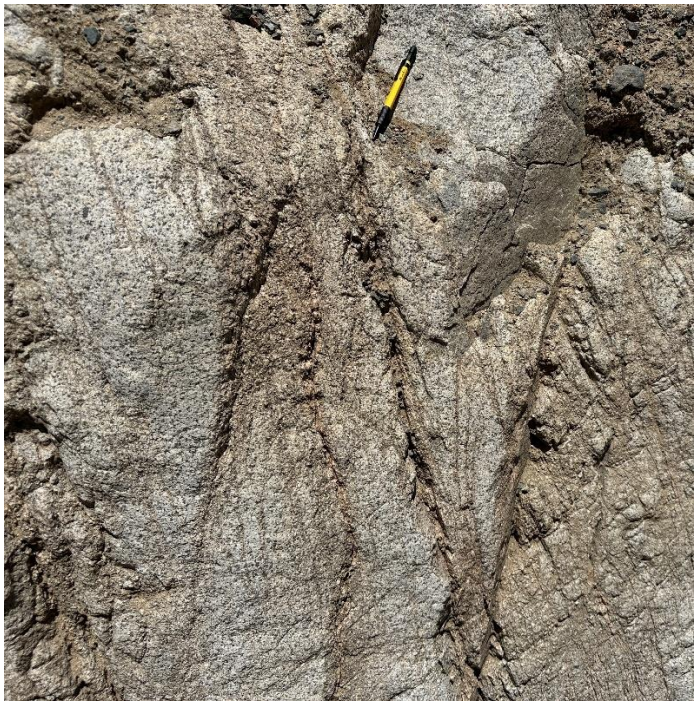
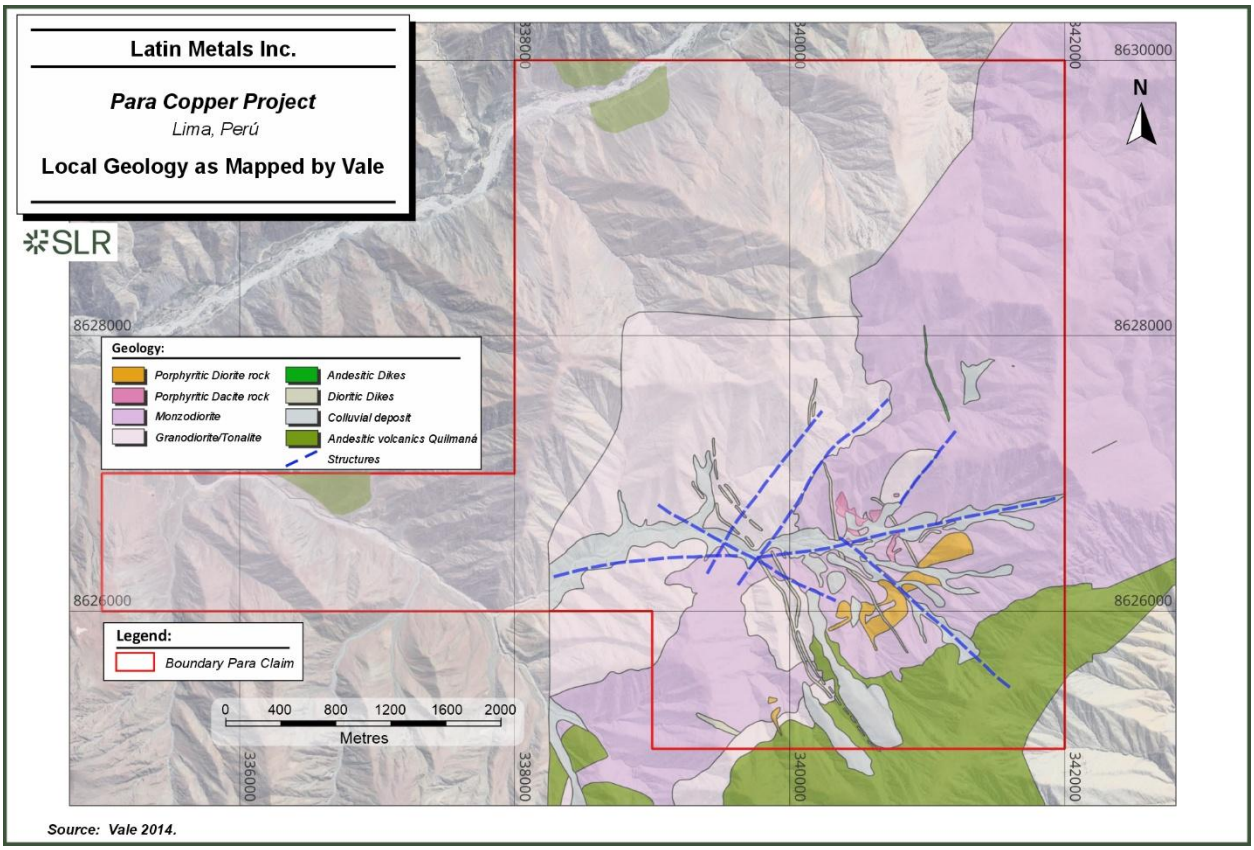
	
Porphyritic diorite with quartz-rich A vein (scratcher pointing to the vein) and an early vein of magnetite with centreline quartz. Central Anomaly Area. Source: SLR 2025.	Stockwork quartz veining in porphyritic diorite in the Central Anomaly area. Source: SLR 2025.

Figure 7-6: Project Geology as Mapped by Vale



Structural Geology

The structural framework of the Project is a key control on the emplacement and preservation of porphyry-style mineralization. The Project area is situated within a structurally complex segment of the Coastal Batholith, where multiple fault systems intersect and influence hydrothermal fluid flow and intrusive activity.

Two dominant structural trends have been identified:

- NW-SE fault system: These major regional faults are mapped across the Project area and are interpreted to control the emplacement of porphyritic intrusions associated with copper-molybdenum mineralization; and
- E-W oriented magnetic lineaments: Recognized in airborne magnetic surveys, these low magnetic corridors are interpreted to reflect zones of alteration and secondary porosity, often coinciding with mineralized centres.

The intersection of these structural corridors may create favourable zones for intrusive emplacement and hydrothermal alteration. Geophysical data including magnetic susceptibility, chargeability, and resistivity data support this interpretation, revealing:

- A low magnetic anomaly coinciding with surface sericite alteration, suggesting a hydrothermal core.
- A high chargeability anomaly interpreted to reflect disseminated sulphides within the system.
- A moderate to high resistivity anomaly consistent with potassic alteration, typically associated with the mineralised core of porphyry systems.

The structural model at the Project is consistent with regional porphyry systems in the Cretaceous metallogenic belt of Peru and provides a reasonable framework for further exploration, including drilling.

Mineralization and Alteration

Mineralization identified in surface sampling at the Project is interpreted to be associated with a porphyry copper-molybdenum system. Results of geological mapping and surface geochemical sampling (rock chip, talus, and stream sediment) has delineated two anomalous regions of copper and molybdenum mineralization:

- A Central Anomaly: a copper-molybdenum anomaly measuring approximately 3 km × 4 km characterized by elevated copper (> 200 ppm up to 17,090 ppm) and molybdenum (>10 ppm up to 461.96 ppm), surrounded by a peripheral halo of zinc (Zn) (1640 ppm) and lead (Pb) (201.96 ppm) enrichment. This geochemical zonation is typical of a well-preserved porphyry system, with a central potassic core and outer propylitic and phyllic alteration zones. Surface rock chip samples have returned values up to 17,090 ppm Cu and copper oxides are sometimes visible in outcrop (Figure 7-7). Mineralization tends to be fracture hosted. This anomaly also correlated with a large topographic depression.

- A Northwest Anomaly: a less well-defined 1 km × 2 km anomaly of the same geochemical character as the Central Anomaly. This area requires further sampling at surface to fully characterize it and evaluate its prospectivity.

At the Central Anomaly, phases hosting copper mineralization include:

- A greenish-brown, medium-grained porphyritic andesite with weak sericite alteration and mineralization characterized by copper oxides, associated with hematite and goethite. The mineralization is primarily hosted in a stockwork vein system. This rock type hosts the highest grade returned in surface rock chip sampling (1.7% Cu).

- A greenish-gray, medium-grained porphyritic andesite exhibiting moderate chloritic alteration and mineralization as characterized by copper oxides, chalcopyrite, iron oxides and pyrite, occurring within a mixed stockwork vein system. This phase returned grades as high as 1.0 % Cu.

- A third mineralized phase is a grayish-green, medium-grained phaneritic granodiorite. This unit is weakly silicified and sericitized and mineralization includes copper oxides, hematite, goethite, and possibly chalcocite and chrysocolla, hosted in a mixed stockwork vein system. Millimetric silica-rich veins are present, suggesting potential copper enrichment with fine-scale vein development. This phase returned grades as high as 0.68% Cu.

The correlation between copper and molybdenum anomalies associated with depletion in zinc and lead supports the interpretation of that a mineralized porphyry-style system is present. The two prominent Cu-Mo anomalous areas each coincide with a strong low magnetic geophysical anomaly coincident with surface mapped phyllic alteration, interpreted as the hydrothermal core. Chargeability and resistivity surveys revealed high responses consistent with sulphide mineralization and potassic alteration, respectively. The integration of geochemical, geological, and geophysical datasets indicates reasonable geological potential for a copper-molybdenum mineralization system that warrants further exploration work, including exploratory drilling.

Figure 7-7: Project Geology as Mapped by Vale

Source: SLR 2025.

Copper carbonate visible on fracture in host diorite.

Deposit Types

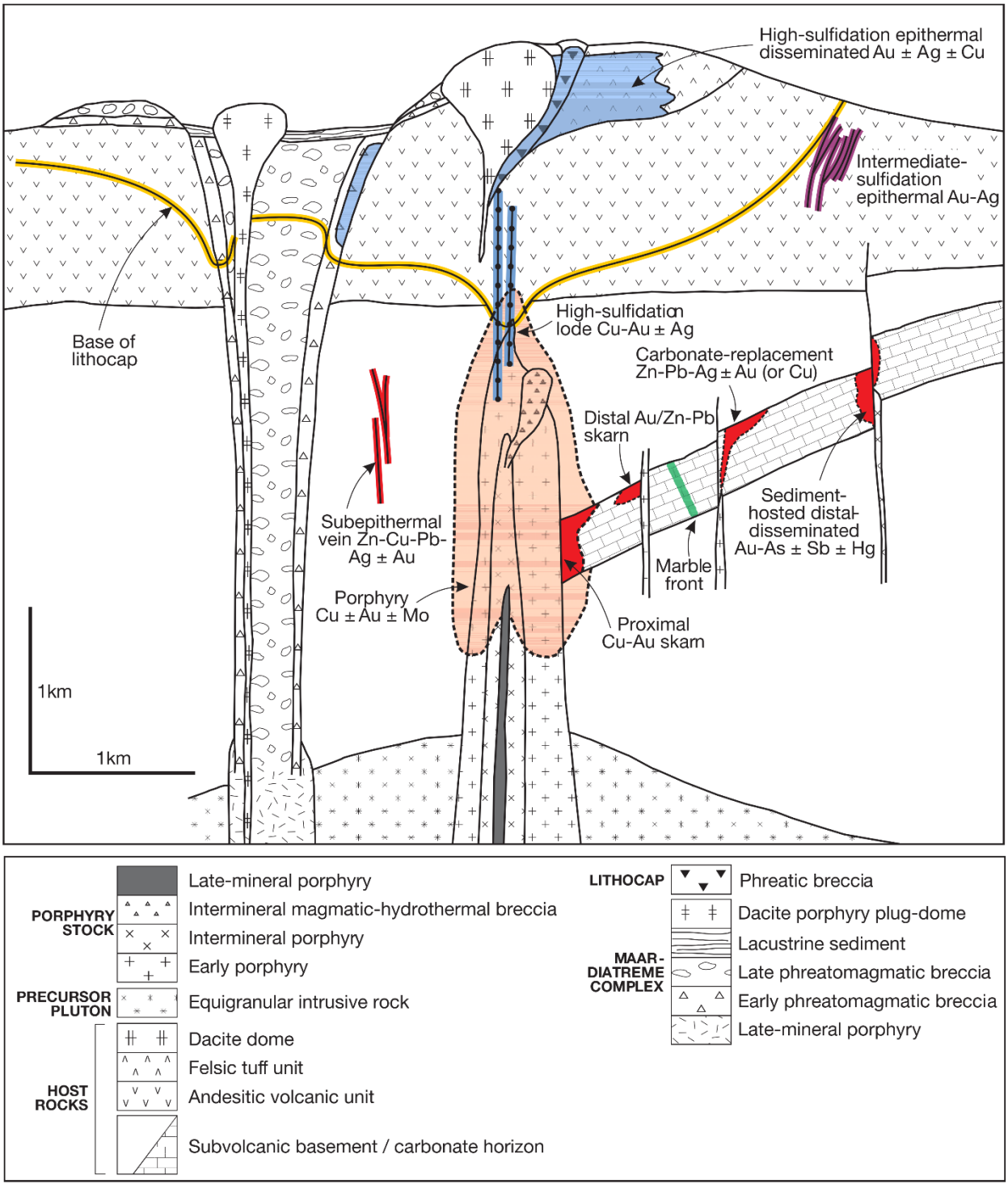
The Project is interpreted to be prospective for a classic porphyry-style copper-molybdenum deposit, consistent with systems found throughout the Cretaceous metallogenic belt of coastal Peru. These deposits are typically associated with calc-alkaline intrusive rocks emplaced in convergent tectonic settings, and are characterised by large, low- to medium-grade mineralized systems with significant vertical and lateral extent.

Porphyry copper-molybdenum deposits typically form in multi-phase intrusive environments, with mineralization occurring as disseminated sulphides and vein stockworks within altered host rocks. These systems are often vertically zoned, with molybdenum enrichment occurring at depth and copper concentrated in the upper portions of the system.

Porphyry deposits in general are large, low- to medium-grade magmatic-hydrothermal deposits in which primary (hypogene) sulphide minerals occur as veinlets and disseminations within large volumes of altered rock. They are spatially and genetically related to felsic to intermediate porphyritic intrusions (Seedorf et al. 2005). The large size and styles of mineralization (e.g., veins, vein sets, stockworks, fractures, 'crackled zones', and breccia pipes), and association with intrusions distinguish porphyry deposits from a variety of other deposit types that may be peripherally associated, including skarns, high temperature mantos, breccia pipes, peripheral geothermal veins, and epithermal precious metal deposits.

Porphyry deposits are large and typically contain hundreds of millions of tonnes of mineralization, although they range in size from tens of millions to billions of tonnes. Grades for the different metals vary, however, average less than 1% copper and 1 g/t gold (Au). In typical porphyry copper deposits, copper grades range from 0.2% to more than 1%; molybdenum content ranges from approximately 0.005% to approximately 0.03%; gold content ranges from 0.004 g/t to 0.35 g/t; and silver (Ag) content ranges from 0.2 g/t to 5 g/t (Sinclair 2007).

Figure 8-1: Schematic of a Porphyry Copper Deposit



Exploration

As of the effective date of this Technical Report, Latin Metals has completed surface exploration on the Property and reviewed and re-interpreted historical data from work by Vale. The most recent surface exploration program was completed in 2023. This was followed by desktop data analysis and reinterpretation of historical data in 2025.

Section 6.0 of the Technical Report includes a summary of the exploration work performed on the Property by previous operator Vale and the results of that work.

Exploration Potential

The QP is of the opinion that the Project is an early-stage exploration project that merits further exploration work that should include exploration drilling.

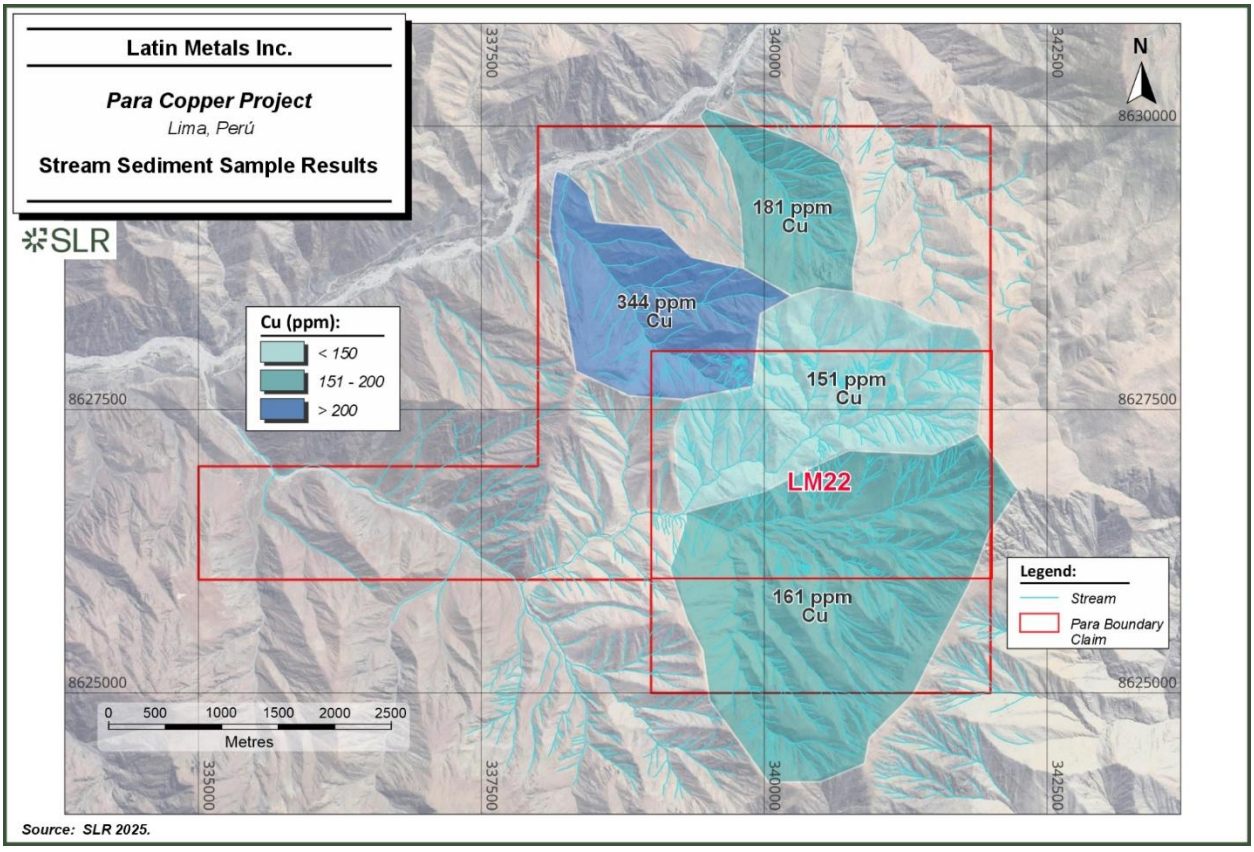
Exploration Programs

The Company completed one regional-scale exploration program in the Project area in 2021 prior to acquisition of its first mining concession. This reconnaissance stream sediment sampling program was carried out in the area, on open ground, to identify areas prospective for porphyry copper-molybdenum mineralization. Positive results from that program resulted in acquiring three mining concessions in 2023. This was followed up by two systematic sampling programs: a talus sampling program followed by a rock chip sampling program. Positive results resulted in a subsequent mining concession acquisition in 2025.

Stream Sediment Sampling Program

A total of four stream sediment composite samples were collected in the Project area in 2021, as part of a regional prospecting program to identify areas prospective for porphyry-style copper-molybdenum mineralization. The program was designed to collect high quality and representative samples, one each across four drainage catchments in the Project area. Catchment areas were delineated using Geographics Information System (GIS) software, high resolution satellite imagery, and a Digital Elevation Model (DEM) to identify optimal drainage patterns and potential sample locations. The size of the catchment areas ranged from 2 km^2 to 4 km^2. Information on sample preparation, analysis and security can be found in Section 11.1 of the Technical Report and results are shown in Figure 9-1. Positive results for copper mineralization were identified in each of the four catchments with results showing elevated copper ranging from 151 ppm Cu to 344 ppm Cu.

Figure 9-1: Stream Sediment Sample Results



Talus Sampling Program

A talus sampling campaign was completed in the Project area in 2023 as a follow up to the stream sediment program completed in 2021. Areas displaying anomalous values in were selected for follow-up investigation. Talus surveying was chosen due to the lack of well-developed soil profiles at the Project site. Similar to the stream sediment sampling program planning, talus sampling was pre-planned using GIS, and high-resolution DEM. The boundaries of the anomalous geochemical catchments were also used to define limits of talus sampling. A systematic grid was implemented for the program, with a sample spacing between 300 m and 350 m.

A total of 56 samples were collected across concession LM22, which hosts the high priority Central Anomaly, and covered an area of 5km^2. These samples were assayed with results returning copper values up to 1,505 ppm and molybdenum up to 46 ppm, validating the positive field analytical results from stream sampling. Results of copper assaying are shown in Figure 9-2 and selected anomalous results are shown in Table 9-1. Copper and molybdenum results and locations for all assayed talus samples are listed in Appendix 30.

Table 9-1: Select Talus Sample Assay Results

Sample	Cu (ppm)	Mo (ppm)	Pb (ppm)	Zn (ppm)	Au (ppm)	Ag (ppm)
T12169	1505	27.2	16.8	57	0.005	0.28
T12170	846	25.1	15.9	70	0.005	0.18
T13371	542	2.01	15	50	0.02	0.76
T13316	491	9.33	14.8	58	0.005	0.21
T13358	484	8.01	33.4	209	0.005	0.08
T12167	447	14.05	25.2	93	0.005	0.19
T13317	409	24	103	193	0.005	0.21
T13313	375	4.07	22.3	81	0.005	0.13
T13311	347	4.67	21.5	96	0.005	0.15
T13364	321	12.9	25.1	122	0.005	0.1
T12168	310	7.74	31.1	79	0.005	0.35
T13360	302	46.1	37.3	129	0.005	0.11
Note: Results are shown for talus samples with greater than 300 ppm Cu. For full results and sample locations see Appendix 30.2.						

As a follow-up of this initial talus sampling program, a second program was undertaken to across a 10km^2 area, to expand the mineralization footprint around the Central Anomaly. A total of 133 samples across the Property were analysed in a cursory manner in the field using a portable X-ray Fluorescence analytical tool (an Olympus Vanta-C).

This work revealed that the Cu-Mo mineralization footprint extended across the entire area sampled, and returned values of Cu up to 2,469 ppm and Mo values up to 45 ppm, with one very anomalous sample at 443 ppm Mo. It also revealed the presence of a distinct geochemical zonation typical of porphyry-style mineralization: a central copper-molybdenum core, surrounded by a zinc-lead depletion zone, and an outer halo of elevated zinc-lead values. Field portable XRF results showed anomalous and elevated copper (>100 ppm to 1,505 ppm) and molybdenum (>10 ppm up to 46.1 ppm) in the central core, flanked by a depletion zone in zinc and lead, and further encircled by an outer halo of elevated zinc-lead values—an arrangement typical of porphyry-style mineralization systems. Copper results from pXRF are shown in Figure 9-3 and zonation patterns are shown in Figure 9-4.

Figure 9-2: Talus Sampling – Copper Assay Results

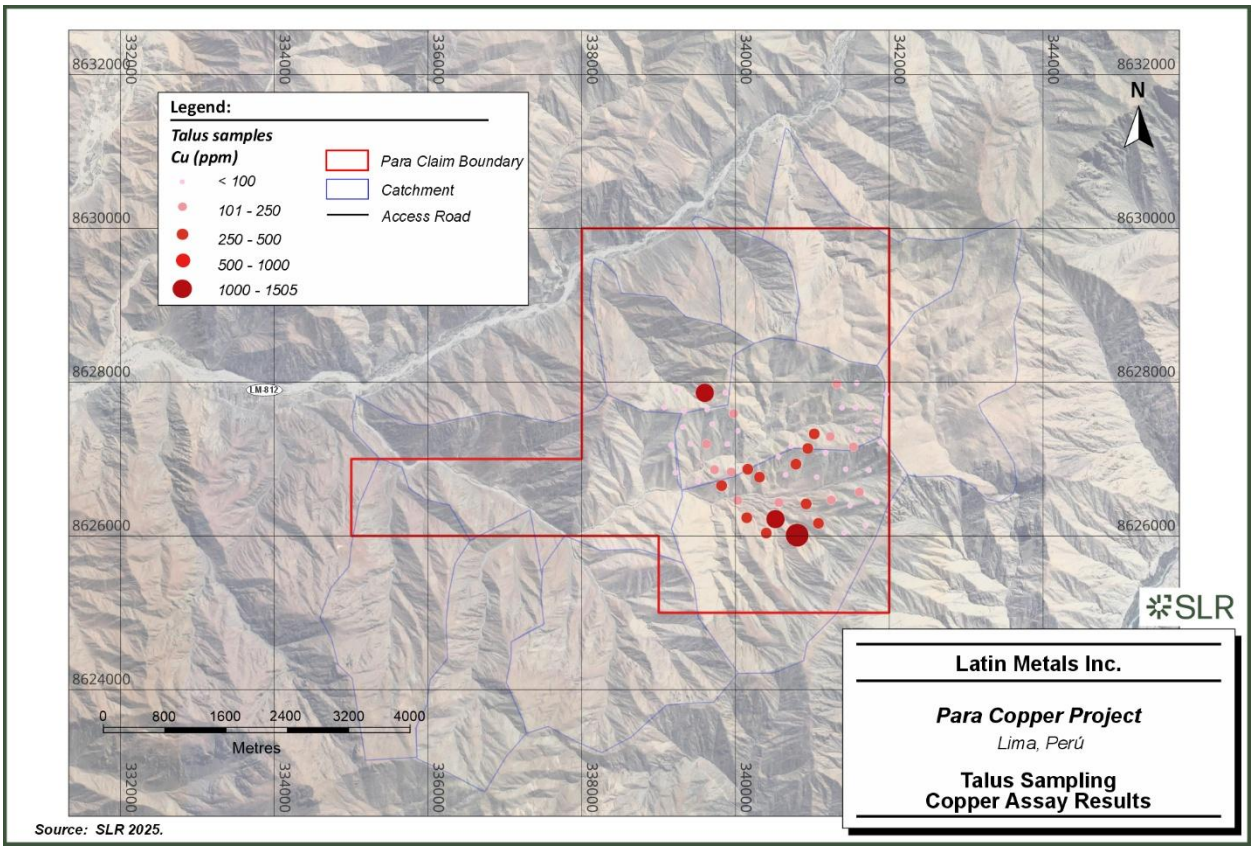


Figure 9-3: Talus Sampling – Copper pXRF Results

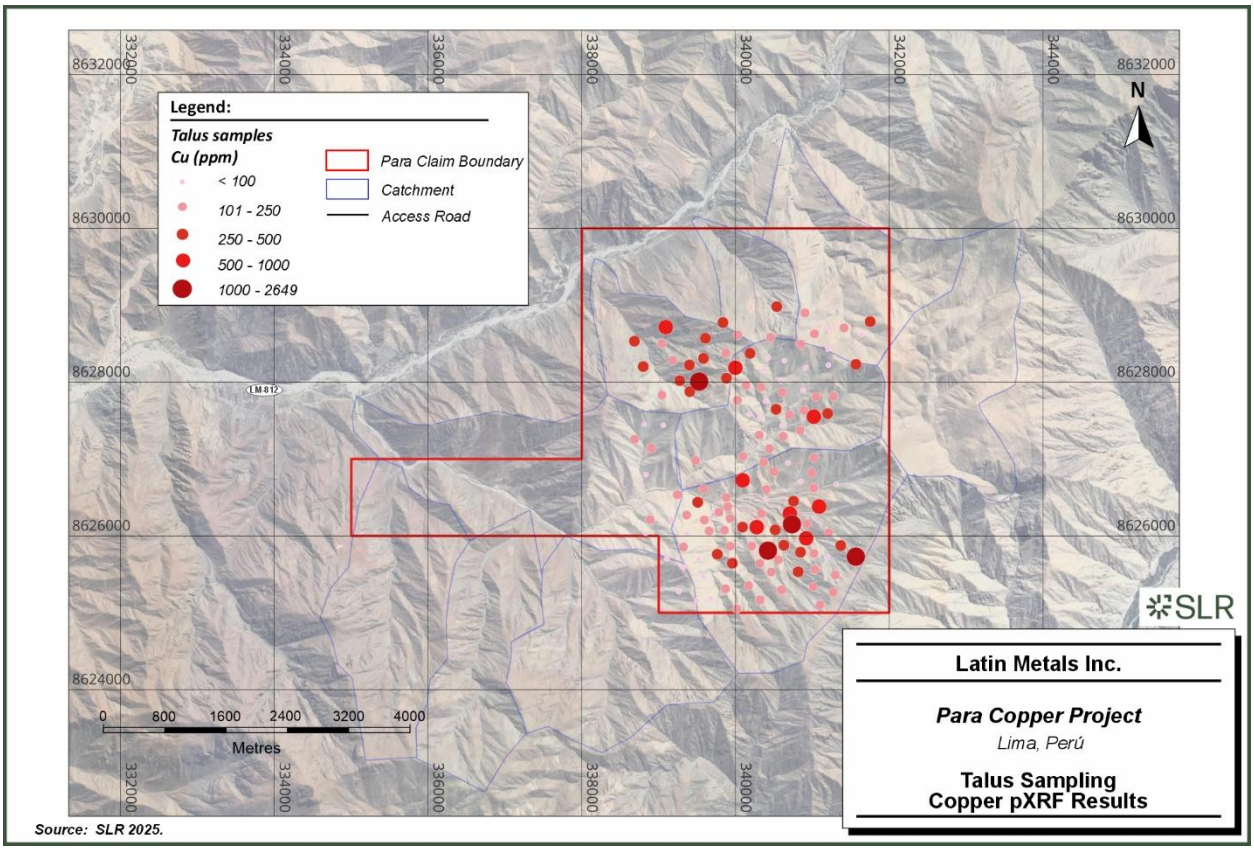
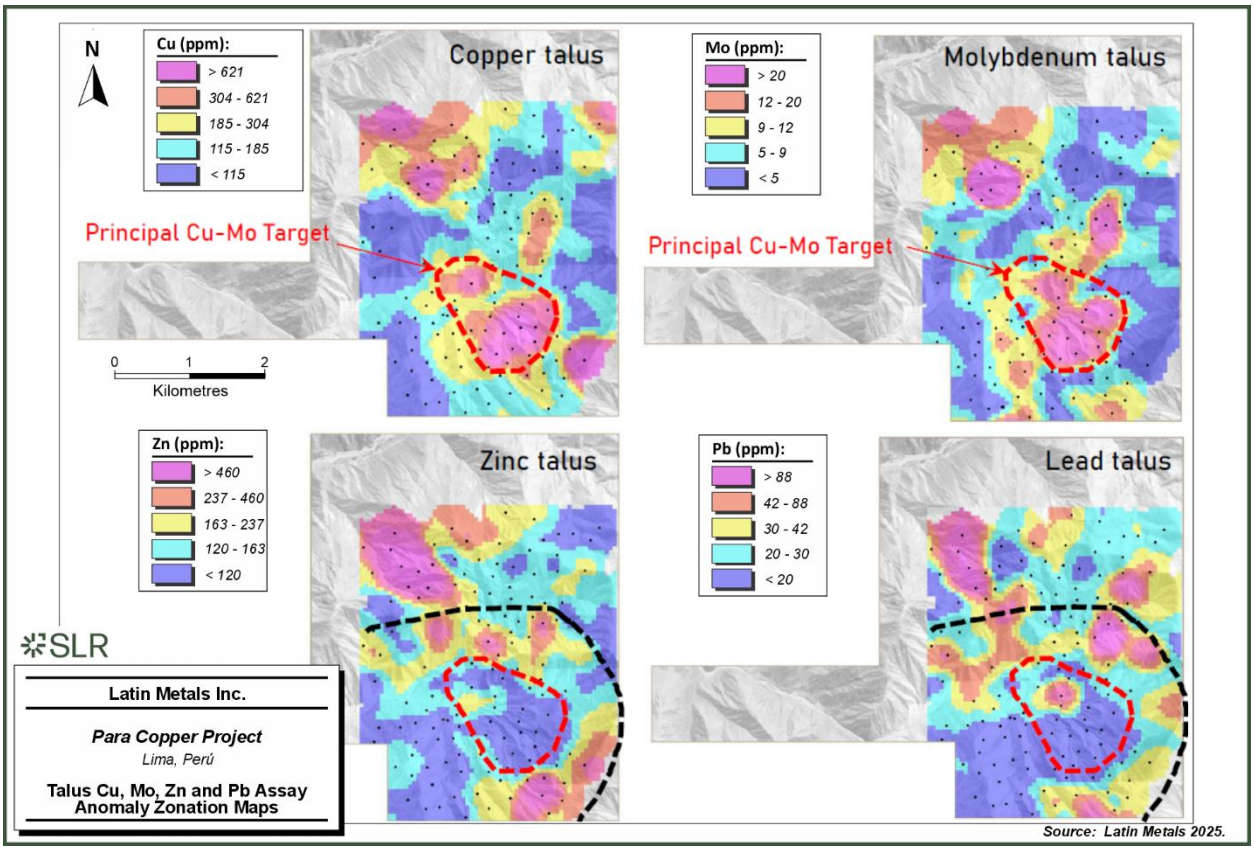


Figure 9-4: Talus Cu, Mo, Zn and Pb Assay Anomaly Zonation Maps



Rock Chip Sampling Program

Following the successful talus sampling program, a rock chip sampling campaign was undertaken in focused areas demonstrating significant copper-molybdenum anomalism. The program was designed to validate talus anomalies, define mineralized potential zones, and assess the geochemical footprint of the porphyry system. A total of 107 rock chip samples were collected across an area approximately 10 km^2 as part of the systematic surface geochemical exploration.

Rock samples were systematically collected from both outcrop and subcrop exposures distributed across the central and peripheral zones of the area. The sampling program was designed to target lithologies associated with porphyritic intrusions, hydrothermal alteration zones, and structurally controlled corridors known to host mineralization.

Samples were collected using the rock chip sampling technique, selected because the primary target is a zone of disseminated copper mineralization, where collecting representative material across a broader area is more effective.

Results showed anomalous copper concentrations ranging from >100 ppm to a maximum of 17,090 ppm, with elevated molybdenum values (>10 ppm up to 89.9 ppm) spatially coinciding with the copper-rich zones (Figure 9-5 and Table 9-2). These also coincide with regions identified in the talus sampling showing copper >100 ppm and molybdenum >10 ppm (Figure 9-5). This geochemical pattern is indicative of a porphyry-style mineralization system, characterized by a central copper-molybdenum enrichment zone encircled by a peripheral halo of zinc and lead.

The rock sampling results validated the anomalies previously identified through talus surveys and reinforced the interpretation of a preserved porphyry system (Figure 9-5). The highest-grade anomalies are spatially associated with porphyritic intrusions and zones of potassic and phyllic alteration, as delineated by integrated geophysical and geological mapping.

All rock chip sample locations and copper and molybdenum results are shown in Appendix 30.1 of the Technical Report.

Figure 9-5: Rock Chip Sampling Copper and Molybdenum Assay Results Map

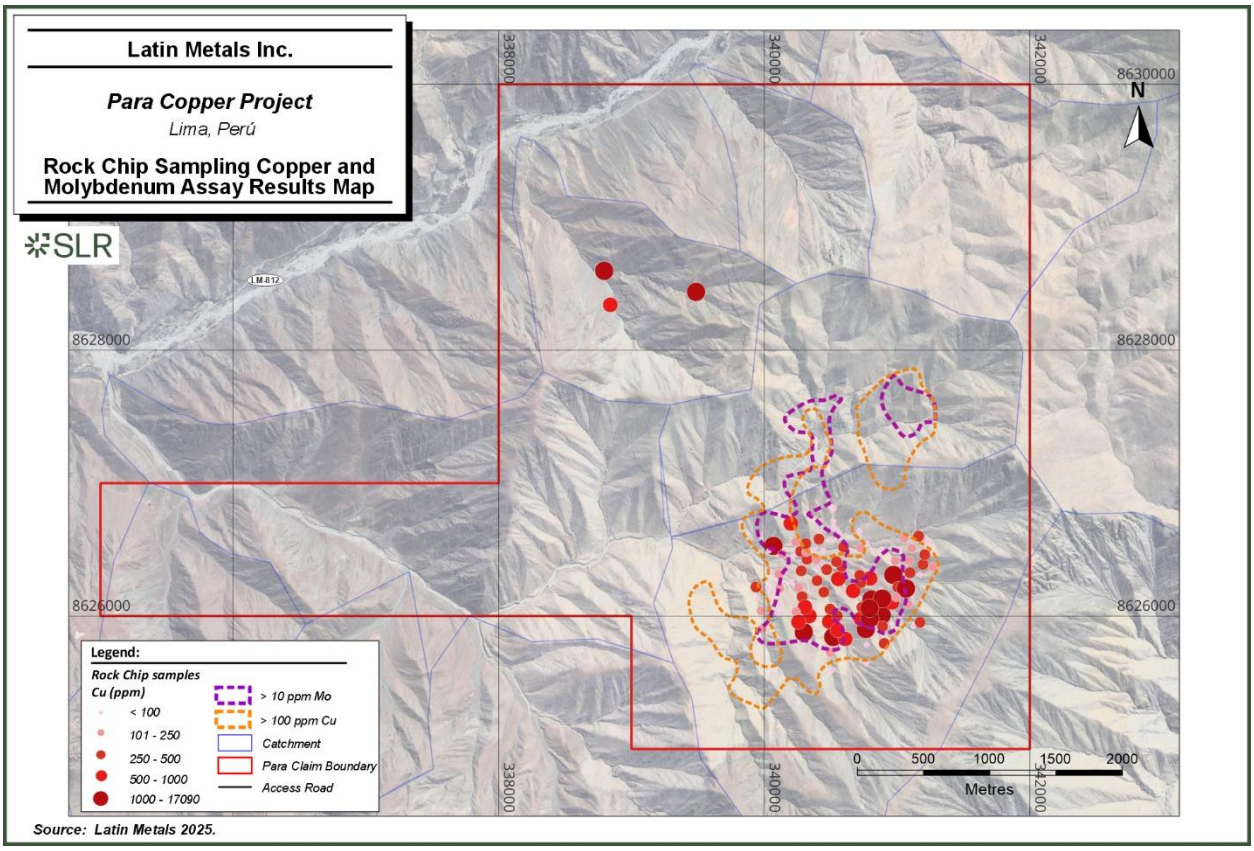


Table 9-2: Select Rock Chip Assay Results

Sample No.	Au (ppm)	Ag (ppm)	Cu (ppm)	Mo (ppm)	Pb (ppm)	Zn (ppm)	Description
R13714	0.051	48.79	17,090	10.64	201.16	16,140	Andesite - porphyritic, medium grained. Weak sericitic alteration. Stockwork with copper oxides, hematite & goethite
R13710	0.016	1.6	10,710	461.96	8.4	112.9	Andesite - porphyritic, medium grained. Moderate chlorite alteration. Stockwork with copper oxides, chalcopyrite, iron oxides, pyrite
R13704	0.254	0.87	6,798.1	10.83	7.64	67.6	Granodiorite - phaneritic, medium grained. Weak silicification and sericite alteration. Stockwork with green copper mineralization, hematite and goethite
R13901	0.019	0.68	2,843.6	18.6	7.46	44.4	Rhyodacite - porphyritic, coarse grained. Weak chlorite alteration. Stockwork with green copper mineralization, hematite and goethite

Sample No.	Au (ppm)	Ag (ppm)	Cu (ppm)	Mo (ppm)	Pb (ppm)	Zn (ppm)	Description
R11512	0.024	0.42	1,979.7	74.38	6.59	30.1	Quartz Diorite - porphyritic, coarse grained. Weak chlorite alteration. Disseminated hematite, limonite, unidentified green copper mineralization
R12726	<0.005	0.29	1,937.8	2	6.04	28.4	Granodiorite - phaneritic, medium grained. Moderate carbonate alteration. Stockwork with hematite and goethite
R12750	0.005	0.35	1,888.8	31.64	7.37	34.8	Granodiorite - phaneritic, medium grained. Weak magnetite-chlorite alteration. Stockwork with green copper mineralization, hematite and goethite
R11513	0.009	0.34	1,830.5	6.24	5.14	31	Quartz Diorite - porphyritic, coarse grained. Weak chlorite alteration. Stockwork hematite and unidentified copper mineralization
R13706	0.02	1.65	1,716.9	10.44	3.84	83.5	Dacite - medium grained with weak kaolinite-sericite alteration. Disseminated hematite and goethite
R12720	0.017	0.53	1,593.4	130.03	11.13	81.8	Granodiorite - phaneritic, medium grained. Moderate sericite-chlorite alteration. Stockwork hematite and goethite and calcite
R12734	0.012	0.31	1,486.2	14.75	5.52	40	Granodiorite - phaneritic, medium grained. Moderate sericite-chlorite alteration. Veinlets of goethite and jarosite
R12727	0.006	0.31	1,313.8	2.89	6.45	38.9	Granodiorite - phaneritic, medium grained. Moderate sericite-chlorite alteration. Veinlets of goethite and hematite
R12747	0.005	0.33	1,170.2	1.23	4.8	32.3	Granodiorite - phaneritic, medium grained. Moderate sericite-chlorite alteration. Veinlets of goethite and hematite
Note: Results are shown for samples with 1,000 ppm Cu or more. For full results please refer to Appendix 30.1.							

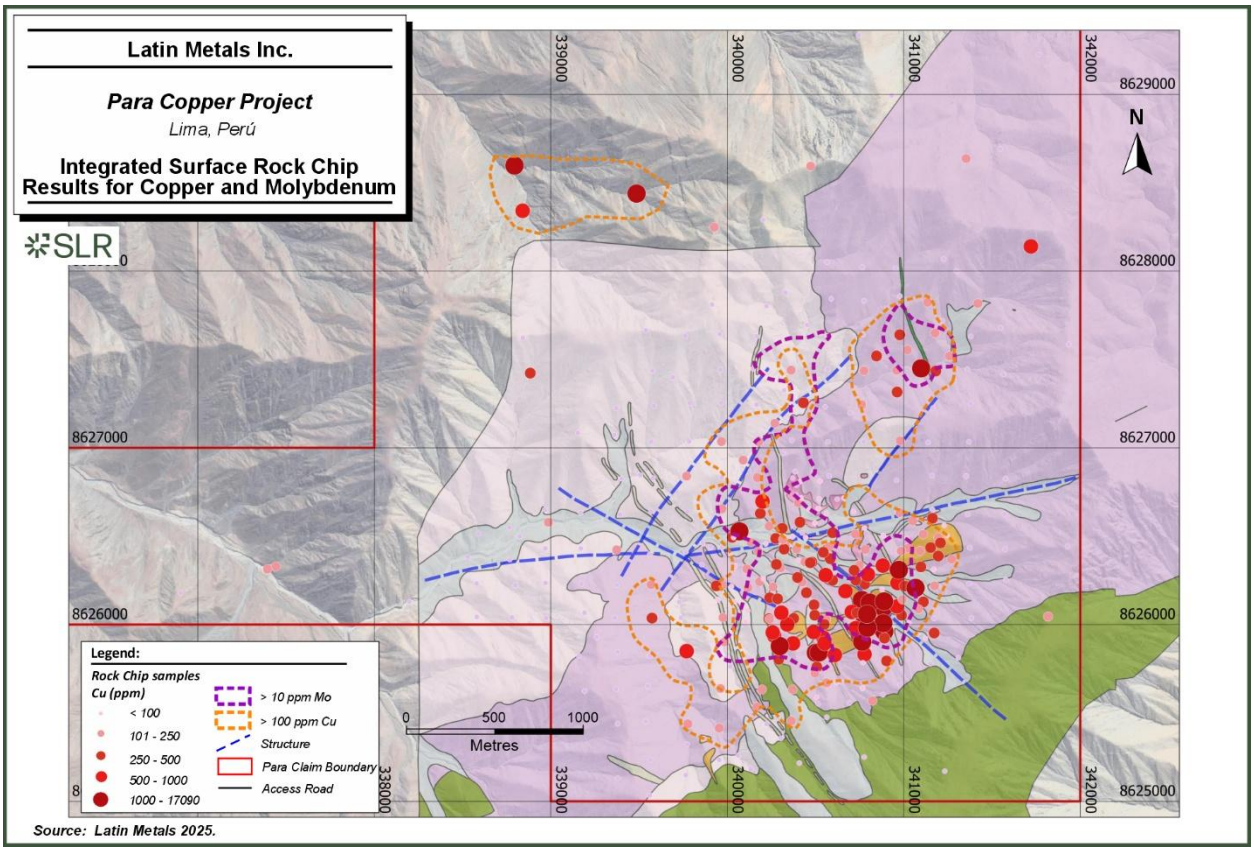
Integration of Exploration Data

The integration of historical geological mapping geochemistry and geophysics, with current surface exploration data collected by the Company defines two large porphyry copper-molybdenum style anomalies. Geological work shows that post- Batholith intrusions host porphyry type mineralization and two systems of faults one northwest-southeast and other almost east-west control the emplacement of the porphyritic intrusion related to copper mineralization.

The correlation between copper and molybdenum anomalies associated with depletion in zinc and lead supports the interpretation of that a mineralized porphyry-style system is present. The two prominent Cu-Mo anomalous areas each coincide with a strong low magnetic geophysical anomaly coincident with surface mapped phyllic alteration, interpreted as the hydrothermal core. Chargeability and resistivity surveys revealed high responses consistent with sulphide mineralization and potassic alteration, respectively.

The integration of geochemical, geological, and geophysical datasets indicates reasonable geological potential for a copper-molybdenum mineralization system that warrants further exploration work, including exploration drilling.

Figure 9-6: Integrated Surface Rock Chip Results for Cu and Mo with Magnetics



Drilling

No drilling has been completed on the Project.

Sample Preparation, Analyses, Security and QA/QC

This section presents the sample collection procedures for samples collected by the Company. No information was available for sampling procedures for historical sampling.

Stream Sediment Samples

For the stream sediment sampling program, the field team consisted of three team members:

- Geologist: Responsible for navigating pre-planned catchment areas, making final decisions on specific sample sites based on field observations, recording all sample data and location using GPS, and conducting preliminary geological assessments; and
- Two Technicians: Responsible for physically collecting the sample using the provided tools and transporting all necessary field equipment.

For each sample location a minimum of four individual sites were sampled and composited to create a single representative sample of dry sediment. Each composite sample weighed an average of 2 kg. Stream sediment samples were processed in the field using plastic buckets and sieves with mesh sizes of 2 mm and -60 (250 µm). The bulk sediment was first dry sieved through the 2 mm sieve to remove coarse debris. The retained fraction was then processed through the -60 sieve to concentrate the fine-grained fraction. This final product was labeled with a unique identifier,

logged, and prepared for shipment to the laboratory. Digital photographs were taken of the sample material, the specific site from which it was collected, and the surrounding catchment area. At each sample site the geologist examined float material in the vicinity, and visually interesting or anomalous float samples were collected separately for further analysis.

After initial field processing, samples are security-sealed and shipped to ALS's assay laboratory in Callao for further preparation and analysis. ALS is an ISO 9001: 2008 certified assay laboratory, and independent of the Company.

Laboratory preparation processing involved further screening each sample to -180 µm, followed by pulverization to 85% passing 75 µm. The prepared pulps were analyzed by fire assay (Au-AA25, atomic absorption spectroscopy [AAS], 30 g sample) for gold and by four-acid digest inductively coupled plasma mass spectrometry (ICP-MS) (ME-MS61) for a suite of 48 elements. The sample pulps are archived for future reference.

As these were reconnaissance samples a comprehensive QA/QC program was not undertaken as part of analytical work, nor was one required.

Talus Samples

For the talus sampling program, the field team consisted of three team members:

- Geologist: Responsible for navigating pre-planned catchment areas, making final decisions on specific sample sites based on field observations, recording all sample data and location using GPS, and conducting preliminary geological assessments; and

- Two Technicians: Responsible for physically collecting the sample using the provided tools and transporting all necessary field equipment.

At each site, samples were taken from a surface of 40 cm × 40 cm area. The surface layer of material was carefully removed to avoid any recently weathered material, and approximately 1.5 kg of sediment was collected from the exposed subsurface. To ensure sample integrity, the team used plastic scoops and maintained strict contamination control protocols; all personnel avoided wearing or using metallic accessories, and all tools were meticulously cleaned after each sample to prevent cross-contamination.

Following collection, the samples were accurately labeled, sealed in secure bags with a unique identification code, and shipped to the ALS laboratory in Callao for further processing and analysis. Laboratory processing involved fine crushing the entire sample to a grain size where 70% passed through a 2 mm screen. A 250 g split of this material was then pulverized until 85% passed through a 75 µm sieve. The resulting pulp was analyzed the PGM-ICP27 method, using inductively coupled plasma atomic emission spectroscopy (ICP-AES) for platinum group elements and gold, and ME-MS61 for 48-element ICP-MS multi-element analysis.

As these were reconnaissance samples a comprehensive QA/QC program was not undertaken as part of analytical work, nor was one required.

Rock Chip Samples

Rock chip samples were collected across a circular area of 0.5 m to 2 m across in size. The geologist ensured comprehensive coverage by collecting material from all quadrants of this circular area to sample a representative composite of the material. Rock chips were obtained using a hammer, chipping off outcropping rock to produce pieces no larger than 2 in. The sampled material was then meticulously cleaned of any weathering rinds, lichen, or organic debris that could contaminate assaying.

Following collection, the samples were accurately labeled, sealed in secure bags with a unique identification code, and transported by the Company staff to Bureau Veritas in Callao, Peru for further processing and analysis. Bureau Veritas an ISO/IEC 17065: 2013 certified analytical facility independent of the Company.

Laboratory processing involved fine crushing the entire sample to a grain size where 70% passed through a 2 mm screen. A 250 g split of this material was then pulverized until 85% passed through a 75 µm sieve. The resulting pulp was analyzed using the 4A250 method (four-acid digestion for multi-element analysis with ICP-MS for 48 elements),

with overlimit (results that exceed 10,000 ppm) for Cu and Zn values re-assayed using the MA402 method.

The QA/QC employed by Latin Metals included the insertion of one sample of analytical certified reference material OREAS 506, a porphyry copper-gold-molybdenum ore from the Northparkes deposit in Australia. Results reported were within the acceptable reportable range for this standard.

The QA/QC methods employed by Bureau Veritas include the insertion of a preparation blank prior to the first analysis, and multiple repeat analyses during the assaying process. Certified reference materials inserted into the program by the laboratory included OREAS610 and OREAS503C, which are suitable for comparative analysis for porphyry style mineralization. OREAS 610 was prepared from a blend of gold-copper-silver bearing ores from the Mount Carlton operation in Australia and argillic rhyodacite waste rock sourced from a quarry east of Melbourne, Australia. OREAS503C was prepared from a blend of porphyry copper-gold ore, barren granodiorite and a minor quantity of Cu-Mo concentrate from the Ridgway deposit in Australia. Results obtained were within expected values.

In the QP's opinion, the sample preparation, analysis, security and quality control/quality assurance procedures for the sampling completed at the Project provide adequate confidence in the data collection and results, meet or exceed industry standards and are adequate for use for exploration purposes.

Data Verification

Catherine Fitzgerald, M.Sc., P.Geo., and QP, visited the Property on October 27, 2025. At the time of the visit, no exploration activities were ongoing. The purpose of the visit was to inspect the Property, assess logistical aspects relating to access and conducting exploration work in the area, and to confirm the geological setting. SLR was given full access to the Project and project data (prior to the visit) and no limitations were placed on Ms. Fitzgerald.

Ms. Fitzgerald examined and sampled various outcrops within the Central Anomaly area of the Project and completed several traverses in and around this prospect. Porphyry-style stockwork veining (early A-veins and E-veins) was observed, as was copper mineralization in the form of copper oxides. The area where the highest copper results were previously sampled was re-sampled by Ms. Fitzgerald to evaluate if comparative results could be obtained. Five samples of a medium-grained diorite porphyry were collected, with sample bags labeled, sample tags inserted in each bag, and each sealed security with zip ties. Samples were personally delivered to SGS del Peru S.A.C. (SGS) in Callao, Peru on October 28, 2025. SGS is an ISO/IEC 17025 certified laboratory and independent of the Company and of SLR. Results of this sampling are shown in Table 12-1.

Results were comparable to those reported by the Company in its rock chip sampling results as discussed in Section 9.2.3. Resampling results show Cu values ranging from 959.7 ppm Cu to 2,238.1 ppm Cu, and Mo from 4 to 24 ppm. These lie within the range of what is considered mineralized in the Central Anomaly as reported by the Company (>100 ppm to 17,090 ppm and up to 89.9 ppm Mo).

Table 12-1: Results of Re-Sampling by QP

Sample ID	Easting (m, WGS84)	Northing (m, WGS84)	Cu (ppm)	Mo (ppm)	Description
312701	340751	8626137	2238.1	24	Diorite porphyry, medium grained, visible copper oxides
312702	340826	8626119	959.7	4	Diorite porphyry, medium grained, visible vein-hosted copper oxides
312703	340838	8626079	1856.4	35	Diorite porphyry, medium grained with vein-hosted, heavily oxidized sulphides
312704	340861	8626069	1499.2	12	Diorite porphyry, medium grained and steeply oriented porphyry style A-veins
312705	340861	8626069	1278.3	11	Diorite porphyry, medium grained and steeply oriented porphyry style

Sample ID	Easting (m, WGS84)	Northing (m, WGS84)	Cu (ppm)	Mo (ppm)	Description
					A-veins with black, possibly Mn-rich mineralization
Duplicate (312704)	340861	8626069	1448.4	11	As in 312704

Desktop data verification by the QP involved a review of the database of geochemical data and of assay certificates for samples collected by both the Company and historically by Vale. The verification process involved a comparison of approximately 10% of assay results for Cu, Mo, Au, Ag, Pb and Zn between the assay certificates and sample database. Laboratory QA/QC was reviewed, and no major discrepancies were identified.

Ms. Fitzgerald is of the opinion that the Company has a good understanding of the prospectivity of the Project, the geology, alteration, structure, social and environmental situation. The Company also adheres to good sampling methodology, QA/QC and security protocols for the early stage of the Project. Data collected by the Company is of high quality, complies with industry standards, and is adequate for use in the Technical Report.

Interpretation and Conclusions

The QP makes the following interpretations and conclusions:

- The Project is an early-stage copper-molybdenum exploration property underlain by prospective lithologies of the Coastal Batholith of Peru in a prospective and complex structural setting.
- The Project comprises four contiguous mining concessions covering an area of 2,200 ha, located approximately 106 km southeast of the city of Lima, Peru.
- Historical exploration work in the Property area commenced in 2013, with semi-continuation of exploration up until 2017 by Vale.
    - Geological mapping and surface sampling by Vale outlined a NE-SW trending 3 × 4 km copper-molybdenum anomaly hosted in porphyritic dacite and quartz diorite intrusives, interpreted as the primary hypogene mineralization zone.
    - Geophysical surveys identified a low magnetic anomaly coinciding with sericite alteration (hydrothermal core), and high chargeability/resistivity responses consistent with sulphide mineralization and potassic alteration.
- Work by the Company has been completed between 2021 and 2025 and includes surface sampling (stream talus and rock chip) and desktop analysis and reinterpretation of historical geological, geochemical, and geophysical data.
- Exploration work has demonstrated that a prospective porphyry copper-molybdenum prospect is present on the Project, with surface rock chip samples returning up to 1.7% Cu within a high priority Central Anomaly with a 3 km x 4 km footprint. This anomaly corresponds spatially to a magnetic low and resistive geophysical target; a molybdenum anomaly (>10 ppm Mo) and surface alteration (sericite and silica) consistent with a porphyry style setting.
- The QP is not aware of any legal encumbrances, title disputes, or adverse claims that affect the tenure of the property. The QP understands that the four mining concessions are in good standing.
- The QP has not identified any significant risks and uncertainties that could reasonably be expected to affect the reliability or confidence in the exploration information.
- The Qualified Person (QP) is of the opinion that the Project is an attractive early stage, exploration project with good potential to host potentially economic porphyry copper-molybdenum mineralization. The

mineralization identified at surface is continuous across an area of 3 km by 4 km and demonstrates grades ranging from 100 ppm to up to 1.7% copper.

The QP is of the opinion that the Project warrants further exploration work, consisting primarily of geological mapping, alteration mapping, geophysical data inversion and modeling and diamond drilling, to confirm the presence of a copper-molybdenum mineralized porphyry system at depth.

Recommendations

Based on the outcomes of the exploration results to date and the current stage of the Project, the QP recommends additional geological work be undertaken to improve the understanding of the size of the mineralization footprint and to better characterize its geochemical and geophysical signature. This work can be then used to design and undertake a modest exploration drill program.

A recommended work program would comprise the following:

- Short-Wave Infrared (SWIR) survey over the area of peak copper and molybdenum values (the Central Anomaly) to further refine the diagnostic zonation of a porphyry copper system;
- Geological mapping across the same region at a 1:1,000 scale;
- A due diligence review of all historical geophysical data and creation of a 3D inversion model to integrate these datasets and use for drill targeting purposes;
- Prepare an Environmental Technical File (FTA) to secure a permit to undertake drilling;
- An exploration diamond drill program.

Estimated Budget for Recommended Further Work

The estimated budget to complete the main activities recommended above is CAD 450,000 as outlined in Table 26-1. All costs are estimates and approximate.

Table 26-1: Estimated Budget for Recommended Exploration

Area or Task		Estimated Budget (CAD)
Geology		
	SWIR Survey	25,000
	Geological Mapping to 1:1,000 scale	20,000
	Geophysical Data Review and Inversion Modelling	15,000
Drilling		
	Permitting	10,000
	Diamond Drill Program for 1,500 m	425,000
Total Estimated Cost		495,000

AVAILABLE FUNDS AND PRINCIPAL PURPOSES

Concurrent Financing

Prior to the completion of the Arrangement, Latin Explore will complete a share exchange (the "**Share Exchange**") with 1559749 B.C. Ltd. ("**Finco**"), a private British Columbia company, which will have completed a non-brokered

private placement of 30,000,000 subscription receipts (each, a "**Subscription Receipt**") for aggregate gross proceeds of $3,000,000 at a price of $0.10 per Subscription Receipt (the "**Concurrent Financing**"). Upon satisfaction of certain conditions (collectively, the "**Escrow Release Conditions**"), each Subscription Receipt will automatically be converted into a unit of Finco (each, a "**Finco Unit**") without further payment or action on the part of the holder. Each Finco Unit will consist of one (1) common share in the capital of Finco (each, a "**Finco Share**") and one-half of one (1/2) common share purchase warrant of Finco (each whole warrant, a "**Finco Warrant**"). Each Finco Warrant will be exercisable into one (1) Finco Share at an exercise price of $0.20 per Finco Share for a period of 24 months from the date of issuance.

Finco may pay finder's fees on all or a portion of the Concurrent Financing, consisting of a cash commission equal to up to 7% of the total gross proceeds raised and non-transferable finder's warrants (each, a "**Finder's Warrant**") equal to up to 7% of the total number of Subscription Receipts issued. Each Finder's Warrant will be exercisable into one (1) Finco Share at an exercise price of $0.10 per Finco Share for a period of 12 months from the date of issuance.

Upon closing of the Share Exchange, each Finco Share will be exchanged for one (1) Latin Explore Share and each Finco Warrant and Finder's Warrant will entitle the holder thereof to receive one (1) Latin Explore Share, on the schedule and terms established at the time of the respective issuances of such Finco Warrants and Finder's Warrants.

The gross proceeds of the Offering will be held in escrow and, upon the satisfaction or waiver of the Escrow Release Conditions, the gross proceeds will be released to Finco (less any finder's fees, if applicable). In the event that the Escrow Release Conditions are not satisfied within 180 days following the closing of the Concurrent Financing (the "**Outside Date**"), and subject to Finco extending the Outside Date by an additional thirty-day period, the escrowed proceeds of the Concurrent Financing will be returned to holders of Subscription Receipts on a pro rata basis, with Finco contributing such amounts as necessary to satisfy any shortfall. The net proceeds from the Concurrent Financing are intended to be used primarily by Latin Explore (post-Share Exchange) for its work programs and for general working capital purposes. Please see "*Principal Purposes for Funds*" below.

Principal Purposes for Funds

As of the date of this Circular, Latin Explore has no working capital. Assuming the completion of the Concurrent Financing, the Share Exchange and the Arrangement, Latin Explore will use the available funds received from the Concurrent Financing as follows:

Expenses	**Funds to be Used[(1)]**
To pay the estimated cost of the recommended exploration program and the budget on the Para Project contained in the Technical Report	$495,000
To provide funding sufficient to meet administrative costs for 12 months	$864,000
Financing and Share Issuance Costs	$155,000
Transaction costs (TSXV, legal, audit, tax advice, Fairness Opinion, Technical Report and other fees)[(2)]	$315,000
To unallocated working capital[(3)]	$1,171,000
TOTAL:	**$3,000,000**

Notes:

(1) Latin Explore intends to spend the funds available to it as stated in the table above. However, there may be circumstances where, for sound business reasons, a reallocation of funds may be necessary for Latin Explore to achieve its objectives or to pursue other exploration and development opportunities. See "*Risk Factors*".

(2) Pursuant to the Arrangement Agreement, Latin Metals and Latin Explore have agreed that, at the Effective Time, Latin Explore will reimburse Latin Metals for all of its expenses incurred in connection with the Arrangement, the Arrangement Agreement and the transactions contemplated thereby (including the Share Exchange and Concurrent Financing).

(3) Subject to the results obtained from work completed on the Para Project and the availability of funds, Latin Explore intends to complete approximately $500,000 of follow-up exploration and drilling work on the Para Project, which amounts are currently ascribed to unallocated working capital.

Upon completion of the Concurrent Financing, Share Exchange and the Arrangement, Latin Explore's working capital

available to fund ongoing operations will be sufficient to meet its administrative costs and exploration expenditures for the next 12 months. Estimated administrative expenditures for the 12 months following completion of the Arrangement are comprised of the following:

Administrative Expenses	Funds to be Used
Executive Compensation, Salaries or Consulting Fees	$400,000
Rent and Office	$119,000
Accounting, Tax and Audit	$105,000
Legal	$30,000
Transfer Agent and Regulatory Fees	$35,000
Investor Relations and Promotion	$150,000
Travel	$25,000
TOTAL:	**$864,000**

SELECTED FINANCIAL INFORMATION

Financial Statements

Latin Explore was incorporated on October 7, 2025. Upon completion of the Arrangement, the Para Project will form the primary business of Latin Explore. As a result, the audited financial statements of Latin Explore for the period from incorporation to October 31, 2025, the audited financial statements of Finco for the period from incorporation to October 31, 2025, the audited carve-out financial statements of the Spin-out Assets for the years ended October 31, 2025 and 2024 and the pro-forma consolidated financial statements of Latin Explore as at October 31, 2025, together with the associated MD&A, as applicable, are set forth in Appendices "B", "C", "D" and "E", respectively, to this Circular and were prepared in accordance with IFRS.

Selected Carve-Out Financial Statement Information

Set forth below is selected financial information with respect to the Spin-out Assets, as at and for the years ended October 31, 2024 and 2025, all of which is qualified and should be read in conjunction with the more detailed information contained in the audited carve-out financial statements of the Spin-out Assets included as Appendix "D" to this Circular.

	As at October 31, 2025 ($) (Audited)	As at October 31, 2024 ($) (Audited)
Exploration and Evaluation Assets	684,240	572,394
Total Assets	684,240	572,394
Total Liabilities	54,352	Nil
Owner's Interest	654,888	572,394
Total Liabilities and Equity	684,240	572,394

Selected Pro-Forma Financial Statement Information

Set forth below is selected financial information and pro-forma financial information with respect to Latin Explore as at October 31, 2025 and as if the Concurrent Financing, Share Exchange and Arrangement had been completed as at October 31, 2025, all of which is qualified and should be read in conjunction with the more detailed information contained in the audited financial statements of Latin Explore for the period from incorporation to October 31, 2025

and the pro-forma consolidated financial statements of Latin Explore as at October 31, 2025 included as Appendices "B" and "E", respectively, to this Circular.

	Latin Explore as at October 31, 2025 ($) (Audited)	**Pro-Forma Resulting Issuer as at October 31, 2025 ($) (Unaudited)**
Exploration and Evaluation Assets	N/A	684,240
Total Assets	1	3,214,240
Total Liabilities	30,700	35,812
Share Capital	1	3,475,740
Deficit	(30,700)	(350,812)
Total Liabilities and Shareholder's Equity	1	3,214,240

Dividends

Latin Explore has not paid dividends since its incorporation. At present, Latin Explore's policy is to retain earnings, if any, to finance its business operations. The board of directors of Latin Explore (in this Appendix "L", the "**Latin Explore Board**" or "**Board**") will determine if and when dividends should be declared and paid in the future based on Latin Explore's financial position, financial requirements and other conditions existing at the relevant time.

Management's Discussion and Analysis

Copies of the MD&A of Latin Explore for the period from incorporation to October 31, 2025, the MD&A of Finco for the period from incorporation to October 31, 2025 and the MD&A for the years ended October 31, 2025 and 2024 with respect to the Spin-out Assets are attached to this Circular as Appendices "B", "C" and "D", respectively.

These MD&A include financial information from, and should be read in conjunction with, the audited financial statements of Latin Explore for the period from incorporation to October 31, 2025, the audited financial statements of Finco for the period from incorporation to October 31, 2025 and the audited carve-out financial statements of the Spin-out Assets for the years ended October 31, 2025 and 2024, and the notes thereto, which are attached to this Circular as Appendices "B", "C" and "D", respectively, as well as the disclosure contained throughout this Appendix "L" and this Circular.

DESCRIPTION OF THE OUTSTANDING SECURITIES

Authorized and Issued Share Capital

Latin Explore's authorized capital consists of an unlimited number of Latin Explore Shares without par value. There are no special rights or restrictions of any nature attached to the Latin Explore Shares. The holders of Latin Explore Shares are entitled to receive notice of and to attend and vote at all meetings of shareholders of Latin Explore and each Latin Explore Share shall confer the right to one vote in person or by proxy at all meetings of the shareholders of Latin Explore. The holders of the Latin Explore Shares are entitled to receive dividends if, as and when declared by the directors and, subject to the rights of holders of any shares ranking in priority to or on a parity with the Latin Explore Shares, to participate rateably in any distribution of property or assets upon the liquidation, winding-up or other dissolution of Latin Explore. Latin Explore was incorporated on October 7, 2025 and as at the date of this Circular, one (1) Latin Explore Share is issued and outstanding.

Market for Securities

Latin Explore will be an unlisted reporting issuer after completion of the Arrangement. There is currently no market through which the Latin Explore Shares may be sold and, unless the Latin Explore Shares are listed on a stock exchange and a sufficient trading market for the Latin Explore Shares develops, Latin Explore Shareholders may not

be able to resell the Latin Explore Shares. There is no assurance that the Latin Explore Shares will be listed on a stock exchange or that such a trading market will develop.

CONSOLIDATED CAPITALIZATION

The following table sets out the share capital of Latin Explore. The table should be read in conjunction with the audited carve-out financial statements of the Spin-out Assets for the years ended October 31, 2025 and 2024 attached as Appendix "D" of this Circular as well as with the other disclosure contained in this Appendix "L" and in this Circular.

Designation of Security	Authorized	Amount Outstanding as of the Date of Circular	Amount Outstanding Assuming Completion of Arrangement
Common Shares	Unlimited	1	43,680,000[(1)]
Latin Explore Stock Options	10% of Latin Explore Shares	Nil	Nil
RSUs, PSUs and DSUs	10% of Latin Explore Shares	Nil	Nil
Warrants	N/A	Nil	15,000,000[(2)]

Notes:

(1) Assumes that, prior to the completion of the Arrangement, Latin Explore will: (i) issue 13,680,000 Latin Explore Shares to Latin Metals in settlement of the promissory note issued in connection with the transfer of the Spin-out Assets; (ii) issue 30,000,000 Latin Explore Shares to Finco Shareholders as consideration under the terms of the Share Exchange Agreement; and (iii) cancel its incorporator's share.

(2) Assumes that Latin Explore will issue 15,000,000 common share purchase warrants to holders of Finco Warrants under the terms of the Share Exchange Agreement, which common share purchase warrants will entitle the holder thereof to purchase one Latin Explore Share on the schedule and terms established at the time of the respective issuances of such Finco Warrants. Any Finder's Warrants issued pursuant to the Concurrent Financing are not included in this calculation.

LATIN EXPLORE INCENTIVE PLAN

As of the date of this Circular, Latin Explore has not made a final determination as to the quantum of individual grants of awards to eligible persons of Latin Explore in connection with the completion of the Arrangement, if any. Assuming no awards are granted under the Latin Explore Incentive Plan prior to completion of the Arrangement and if the Latin Explore Incentive Plan is approved by Latin Metals Shareholders, upon completion of the Arrangement, it is expected that approximately 4,368,000 Latin Explore Stock Options will be available for grant and 4,368,000 share units or deferred share units will be available for grant.

The directors of Latin Explore adopted the Latin Explore Incentive Plan on December 12, 2025, which will be implemented upon acceptance of the Latin Metals Shareholders at the Meeting. If and when the Latin Explore Shares become listed on the TSXV, the Latin Explore Incentive Plan will also be subject to the approval of the TSXV.

A summary of the Latin Explore Incentive Plan is set out under "*Summary of the Latin Explore Incentive Plan*" below.

Summary of the Latin Explore Incentive Plan

The following is a summary of the key provisions of the Latin Explore Incentive Plan. For the purposes of this summary only, "**Options**" shall mean stock options granted under the Latin Explore Incentive Plan, "**RSUs**" shall mean restricted share units granted under the Latin Explore Incentive Plan, "**PSUs**" shall mean performance share units granted under the Latin Explore Incentive Plan, "**Share Units**" shall mean RSUs and PSUs granted under the Latin Explore Incentive Plan, "**DSUs**" shall mean deferred share units granted under the Latin Explore Incentive Plan, "**Awards**" shall mean Options, Share Units and DSUs granted under the Latin Explore Incentive Plan, and "**Board**" shall mean the board of directors of Latin Explore.

The following summary is qualified in all respects by the full text of the Latin Explore Incentive Plan, a copy of which is attached to this Circular as Appendix "K". All terms used but not defined in the summary have the meaning ascribed

thereto in the Latin Explore Incentive Plan.

Purpose

The purpose of the Latin Explore Incentive Plan is to permit Latin Explore to grant Awards to Eligible Persons, and to encourage the attraction and retention of such Eligible Persons, to reward Eligible Persons for their contributions toward the long-term goals and success of Latin Explore, and to enable and encourage such Eligible Persons to acquire common shares as long-term investments and create such proprietary interest in, and a greater concern for, the welfare and success of Latin Explore.

Plan Administration

The Latin Explore Incentive Plan shall be administered and interpreted by the Latin Explore Board or, if the Latin Explore Board by resolution so decides, by a committee appointed by the Board. Subject to the terms of the Latin Explore Incentive Plan, applicable law and the rules of the TSXV, the board of directors (or its delegate) will have the power and authority to: (i) designate the Eligible Persons who will receive Awards (an Eligible Person who receives an Award, a "**Participant**"); (ii) designate the types and amount of Awards to be granted to each Participant; (iii) determine the terms and conditions of any Award, including any vesting conditions or conditions based on performance of Latin Explore or of an individual ("**Performance Criteria**"); (iv) interpret and administer the Latin Explore Incentive Plan and any instrument or agreement relating to it, or any Award made under it; and (v) make such amendments to the Latin Explore Incentive Plan and Awards as are permitted by the Latin Explore Incentive Plan and the policies of the TSXV.

Shares Available for Awards

Subject to adjustment as provided for under the Latin Explore Incentive Plan, and as may be approved by the TSXV and the shareholders of Latin Explore from time to time, the maximum number of shares reserved for issuance, in the aggregate, pursuant to the exercise of Options granted under the Latin Explore Incentive Plan shall be equal to 10% of the issued and outstanding common shares of Latin Explore on a non-diluted basis from time to time, less the number of common shares reserved for issuance pursuant to any other Share Compensation Arrangement of Latin Explore, if any. The proposed maximum number of common shares reserved for issuance, in the aggregate, pursuant to the settlement of Share Units and DSUs granted under the Latin Explore Incentive Plan will be fixed at a number equal to ten percent (10%) of the issued and outstanding Latin Explore Shares following the completion of the Arrangement.

The Latin Explore Incentive Plan sets out the calculation of the number of Shares reserved for issuance based on whether the common shares are reserved for issuance pursuant to the grant of an Option, Share Unit or DSU.

Participation Limits

The Latin Explore Incentive Plan provides the following limitations on grants:

(a) In no event shall the Latin Explore Incentive Plan, together with all other previously established and outstanding Share Compensation Arrangements of Latin Explore, permit at any time:

(i) the aggregate number of Shares reserved for issuance under Awards granted to Insiders (as a group) at any point in time exceeding 10% of the Outstanding Issue; or

(ii) the grant to Insiders (as a group), within any 12 month period, of an aggregate number of Awards exceeding 10% of the Outstanding Issue, calculated at the date an Award is granted to any Insider,

unless Latin Explore has obtained the requisite disinterested shareholder approval.

(b) The aggregate number of Awards granted to any one Participant (and companies wholly-owned by that Participant) in any 12 month period shall not exceed 5% of the Outstanding Issue, calculated on the date an Award is granted to the Participant, unless Latin Explore has obtained the requisite disinterested shareholder approval.

(c) The aggregate number of Awards granted to any one Consultant in any 12 month period shall not exceed 2% of the Outstanding Issue, calculated at the date an Award is granted to the Consultant.

(d) The aggregate number of Options granted to all Investor Relations Service Providers shall not exceed 2% of the Outstanding Issue in any 12 month period, calculated at the date an Option is granted to any such Person. For the avoidance of doubt, Investor Relations Service Providers are only eligible to receive Options under the Plan; they are not eligible to receive any Share Units, DSUs or other type of securities based compensation under the Plan.

Eligible Person

In respect of a grant of Options, an Eligible Person is any director, executive officer, employee, Management Company Employee or Consultant of Latin Explore or any of its subsidiaries. In respect of a grant of Share Units, an Eligible Person is any director, executive officer, employee, Management Company Employee or Consultant of Latin Explore or any of its subsidiaries other than an Investor Relations Service Provider. In respect of a grant of DSUs, an Eligible Person is any Non-Employee Director of Latin Explore or any of its subsidiaries other than an Investor Relations Service Provider.

Description of Awards Options

An Option is an option granted by Latin Explore to a Participant entitling such Participant to acquire a designated number of common shares from treasury at a specified exercise price (the "**Option Price**"). Options are exercisable over a period established by the Board from time to time and reflected in the Participant's Option Agreement, which period shall not exceed 10 years from the date of grant. Notwithstanding the expiration provisions set forth in the Latin Explore Incentive Plan, if the date on which an Option expires falls within a Blackout Period (as defined in the Latin Explore Incentive Plan), the expiration date of the Option will be the date that is ten Business Days after the Blackout Period Expiry Date. The Option Price shall not be set at less than the Market Value of a Share (as defined in the Latin Explore Incentive Plan) as of the date of the grant, less any discount permitted by the Exchange.

The grant of an Option by the Board shall be evidenced by an Option Agreement in such form not inconsistent with the Latin Explore Incentive Plan. At the time of grant of an Option, the Board may establish vesting conditions in respect of each Option grant, which may include performance criteria related to corporate or individual performance. Notwithstanding the foregoing, Options granted to Investor Relation Service Providers must vest in stages over a period of not less than 12 months with no more than one-quarter (1/4) of the Options vesting in any three month period.

No acceleration of the vesting provisions of Options granted to Investor Relation Service Providers is allowed without the prior acceptance of the TSXV.

A Participant or a Personal Representative of the Participant may elect to exercise such Options on a cashless basis, which means the exercise of an Option where Latin Explore has an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to the Participant to purchase the common shares underlying the Option and then the brokerage firm sells a sufficient number of common shares to cover the exercise price of the Option in order to repay the loan made to the Participant and receives an equivalent number of common shares from the exercise of the Options as were sold to cover the loan and the Participant then receives the balance of the common shares or the cash proceeds from the balance of the common shares.

A Participant or a Personal Representative of the Participant, other than a Participant whose roles and duties primarily consist of Investor Relations Activities, may elect to exercise an Option without payment of the aggregate exercise price of the common shares to be purchased pursuant to the exercise of the Option (a "**Net Exercise**") by delivering a net exercise notice to Latin Explore. Upon receipt by Latin Explore of a net exercise notice from a Participant or Personal Representative of a Participant, Latin Explore shall calculate and issue to such Participant or Personal Representative of such Participant that number of common shares as is determined by application of the following formula:

X=(Y(A-B))/A

Where:

X = the number of Shares to be issued to the Participant upon the Net Exercise

Y = the number of Shares underlying the Options being exercised

A = the VWAP as at the date of the Net Exercise Notice, if such VWAP is greater than the Option Price

B = the Option Price of the Options being exercised

Share Units

A Share Unit is an Award that is a bonus for services rendered in the year of grant that, upon settlement, entitles the recipient Participant to receive a cash payment equal to the Market Value of a Share or, at the sole discretion of the Board, a common share. The right of a holder to have their Share Units redeemed is subject to such restrictions and conditions on vesting as the Board may determine at the time of grant. Restrictions and conditions on vesting conditions, may without limitation, be based on the passage of time during continued employment or other service relationship (commonly referred to as an RSU), the achievement of specified Performance Criteria (commonly referred to as a PSU) or both. Share Units must be subject to a minimum 12 month vesting period following the date the Share Unit is granted or issued, subject to acceleration of vesting in certain cases in accordance with the terms of the Latin Explore Incentive Plan and TSXV Policy 4.4 *Security Based Compensation* ("**TSXV Policy 4.4**"). The grant of a Share Unit by the Board shall be evidenced by a Share Unit Agreement in such form not inconsistent with the Latin Explore Incentive Plan.

The Board shall have sole discretion to determine if any vesting conditions with respect to a Share Unit, including any Performance Criteria, or other vesting conditions with respect to a Share Unit, as contained in the Share Unit Agreement, have been met and shall communicate to a Participant as soon as reasonably practicable the date on which all such applicable vesting conditions or Performance Criteria have been satisfied and the Share Units have vested. Subject to the vesting and other conditions and provisions in the Latin Explore Incentive Plan and in the applicable Share Unit Agreement, each Share Unit awarded to a Participant shall entitle the Participant to receive, on settlement, a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one common share or any combination of cash and common shares as the Board in its sole discretion may determine, in each case less any applicable withholding taxes. The Company (or the applicable subsidiary) may, in its sole discretion, elect to settle all or any portion of the cash payment obligation by the delivery of common shares issued from treasury or acquired by a Designated Broker in the open market on behalf of the Participant. Subject to the terms and conditions in the Latin Explore Incentive Plan, vested Share Units shall be redeemed by Latin Explore (or the applicable subsidiary) as described above on the earlier of the expiry date of the Share Units or the 15th day following the vesting date.

Unless otherwise accepted by the TSXV, any acceleration of the vesting provisions of any Award (other than an Option) to a date that is less than one year from the date of grant or issuance must only be done in connection with the death of an Eligible Person or in connection with an Eligible Person ceasing to be an Eligible Person under the Plan as a result of a Change of Control, take-over bid, reverse takeover or other similar transaction as required by TSXV Policy 4.4.

Notwithstanding the foregoing, if the date on which any Share Units would otherwise vest falls within a Blackout Period, the vesting date of such Share Units will be deemed to be the date that is the earlier of ten Business Days after the Blackout Period Expiry Date and the Share Unit expiry date.

Deferred Share Units

A DSU is an Award for services rendered, or for future services to be rendered, and that, upon settlement, entitles the recipient Participant to receive cash or acquire Shares, as determined by Latin Explore in its sole discretion. DSUs must be subject to a minimum 12 month vesting period following the date the DSU is granted or issued, subject to acceleration of vesting in certain cases in accordance with the terms of the Latin Explore Incentive Plan. The grant of a DSU by the Board shall be evidenced by a DSU Agreement in such form not inconsistent with the Latin Explore Incentive Plan.

A Participant is only entitled to redemption of a DSU when the Participant ceases to be a director of Latin Explore for any reason, including termination, retirement or death. The Board does not have the right to alter the vesting conditions of DSUs, which conditions will immediately vest for those DSUs that were granted or issued for at least 12 months prior to termination of employment or for those DSUs that otherwise had their vesting accelerated in accordance with the terms of the Latin Explore Incentive Plan and TSXV Policy 4.4.

Subject to the vesting and other conditions and provisions in the Latin Explore Incentive Plan and in any DSU Agreement, each DSU awarded to a Participant shall entitle the Participant to receive on settlement a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one common share or any combination of cash and common shares as Latin Explore in its sole discretion may determine. DSUs that fail to vest or that are redeemed and settled in accordance with the applicable DSU Agreement shall be forfeited or cancelled and shall cease to be recorded in the Participant's DSU account as of the date on which such DSUs are forfeited or cancelled under the Plan or are redeemed and paid out, as the case may be.

DSUs shall be redeemed and settled by Latin Explore as soon as reasonably practicable following the Participant's termination date, but in any event not later than, and any payment (either in cash or in Common Shares) in respect of the settlement of such DSUs shall be made no later than, December 15th of the first calendar year commencing immediately after the Participant's termination date. The Company will have, at its sole discretion, the ability to elect to settle all or any portion of the cash payment obligation by the delivery of common shares issued from treasury or acquired by a Designated Broker in the open market on behalf of the Participant.

Effect of Termination on Awards

Except as otherwise provided in any Employment Agreement or Consulting Agreement or in any Award Agreement, Awards are subject to the following conditions:

(a) Resignation: Upon a Participant ceasing to be an Eligible Person as a result of his or her resignation from Latin Explore or a subsidiary (other than by reason of retirement):

(i) each unvested Option granted to such Participant shall terminate and become void immediately upon such resignation;

(ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) 90 days after the Participant's termination date (or such later date as the Board may determine, in its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person); and (B) the expiry date of such Option as set forth in the applicable Option Agreement, after which such vested Option will expire; and

(iii) the Participant's participation in the Latin Explore Incentive Plan shall be terminated immediately, and all Share Units credited to such Participant's account that have not vested shall be forfeited and cancelled, and the Participant's rights that relate to such Participant's unvested Share Units shall be forfeited and cancelled on the Termination Date.

(b) Termination for Cause: Upon a Participant ceasing to be an Eligible Person for Cause (as determined by Latin Explore, which determination shall be binding on the Participant for purposes of the Latin Explore Incentive Plan):

(i) any vested or unvested Options granted to such Participant shall terminate automatically and become void immediately; and

(ii) the Participant's participation in the Latin Explore Incentive Plan shall be terminated immediately, and all Share Units credited to such Participant's account that have not vested shall be forfeited and cancelled, and the Participant's rights that relate to such Participant's unvested Share Units shall be forfeited and cancelled on the termination date.

(c) Termination not for Cause: Upon a Participant ceasing to be an Eligible Person as a result of his or her employment or service relationship with Latin Explore or a subsidiary being terminated without Cause:

(i) each unvested Option granted to such Participant shall terminate and become void immediately;

(ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) 90 days after the Participant's termination date (or such later date as the Board may determine, in its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person); and (B) the expiry date of such Option as set forth in the applicable Option Agreement, after which such vested Option will expire; and

(iii) all unvested Share Units in the Participant's account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (unless the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of such unvested Share Units).

(d) Termination Due to Retirement or Permanent Disability: Upon a Participant ceasing to be an Eligible Person by reason of retirement or permanent disability:

(i) each unvested Option granted to such Participant shall terminate and become void immediately;

(ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) 90 days from the date of retirement or the date on which the Participant ceases his or her employment or service relationship with Latin Explore or any subsidiary by reason of permanent disability (or such later date as the Board may determine, in its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person); and (B) the expiry date of such Option as set forth in the applicable Option Agreement, after which such vested Option will expire; and

(iii) all unvested Share Units in the Participant's account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (unless the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of such unvested Share Units).

(e) Termination Due to Death: Upon a Participant ceasing to be an Eligible Person by reason of death:

(i) each unvested Option granted to such Participant shall terminate and become void immediately;

(ii) each vested Option held by such Participant at the time of death may be exercised by the legal representative of the Participant, provided that any such vested Option shall cease to be exercisable on the earlier of (A) the date that is 12 months after the Participant's death; and (B) the expiry date of such Option as set forth in the applicable Option Agreement, after which such vested Option will expire;

(iii) all unvested Share Units in the Participant's account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (unless the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of such unvested Share Units); and

(iv) all vested Share Units in the Participant's account held by such Participant at the time of death may be exercised by the legal representative of the Participant, provided that any such vested Share Unit shall cease to be exercisable on the earlier of (A) the date that is 12 months after the Participant's death; and (B) the expiry date of such Share Unit as set forth in the applicable Award Agreement, after which such vested Share Unit will expire.

(f) Termination in Connection with a Change of Control: Subject to the prior approval of the TSXV with respect to Options held by Investor Relations Service Providers, if Latin Explore completes a transaction constituting a Change of Control and within 12 months following the Change of Control,

a Participant who was also an officer or employee of, or a Consultant to, Latin Explore prior to the Change of Control has their employment agreement or consulting agreement terminated:

(i) all unvested Options granted to such Participant shall immediately vest and become exercisable, and remain open for exercise until the earlier of (A) their expiry date as set out in the applicable Option Agreement; and (B) the date that is 90 days after such termination or dismissal; and

(ii) all unvested Share Units shall become vested, and the date of such Participant's termination date shall be deemed to be the vesting date.

Change of Control

Subject to prior approval of the TSXV with respect to Options held by Investor Relations Service Providers, in the event of a Change of Control, the Board will have the power, in its sole discretion, to accelerate the vesting of Options to assist the Participants to tender into a take-over bid or participate in any other transaction leading to a Change of Control. For greater certainty, subject to the prior approval of the TSXV with respect to Options held by Investor Relations Service Providers, in the event of a take-over bid or any other transaction leading to a Change of Control, the Board shall have the power, in its sole discretion, to (i) provide that any or all Options shall thereupon terminate, provided that any such outstanding Options that have vested shall remain exercisable until consummation of such Change of Control; and (ii) permit Participants to conditionally exercise their vested Options immediately prior to the consummation of the take-over bid and the common shares issuable under such Options to be tendered to such bid, such conditional exercise to be conditional upon the take-up by such offeror of the common shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control). In the event of a Change of Control, the Board may also exercise its discretion to accelerate the vesting of, or waive the Performance Criteria or other vesting conditions applicable to, outstanding Share Units, and the date of such action shall be the vesting date of such Share Units.

Adjustment Provisions

Subject to the prior approval of the TSXV (other than where an adjustment is a result of a share consolidation or subdivision), the Board shall in its sole discretion determine the appropriate adjustments or substitutions to be made to, among other things, the exercise price of an Award, the number of Shares underlying an Award, the cash payment to which a Participant is entitled under an Award or the number or kind of shares reserved for issuance under the Latin Explore Incentive Plan, in certain circumstances involving a consolidation of Shares, subdivision of Shares, reorganization affecting Shares, distribution of Shares, merger or amalgamation involving Shares or other events affecting Shares as set out in the Latin Explore Incentive Plan, in order to maintain the economic rights of the Participant in respect of such Award in connection with such event.

Assignment

Except as set forth in the Latin Explore Incentive Plan, each Award granted under the Latin Explore Incentive Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of descent and distribution.

Amendment or Discontinuance

The Board may amend the Latin Explore Incentive Plan or any Award at any time without the consent of the Participants, provided that such amendment shall not adversely alter or impair the rights of any Participant without the consent of such Participant (except as permitted by the provisions of the Latin Explore Incentive Plan), is in compliance with applicable law, and subject to any regulatory approvals including, where required, the approval of the TSXV (or any other stock exchange on which the common shares are listed) and is subject to shareholder approval to the extent such approval is required by applicable law or the requirements of the TSXV (or any other stock exchange on which the common shares are listed), provided that the Board may, from time to time, in its absolute discretion and without approval of the shareholders of Latin Explore, make the following amendments:

(a) other than amendments to the exercise price and the expiry date of any Award, any amendment, with the consent of the Participant, to the terms of an Award previously granted to such Participant

under the Latin Explore Incentive Plan;

(b) any amendment necessary to comply with applicable law (including taxation laws) or the requirements of the TSXV (or any other stock exchange on which the common shares are listed) or any other regulatory body to which Latin Explore is subject;

(c) any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of the Latin Explore Incentive Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Latin Explore Incentive Plan that is inconsistent with any other provision of the Latin Explore Incentive Plan, correcting grammatical or typographical errors and amending the definitions contained within the Latin Explore Incentive Plan; or

(d) any amendment regarding the administration of the Latin Explore Incentive Plan.

Notwithstanding the foregoing, the Board shall be required to obtain TSXV and shareholder approval, including, if required by the applicable stock exchange, disinterested shareholder approval, to make the following amendments:

(a) any amendment to the maximum percentage or number of common shares that may be reserved for issuance pursuant to the exercise or settlement of Awards granted under the Latin Explore Incentive Plan, including an increase to the fixed maximum percentage of common shares or a change from a fixed maximum percentage of common shares to a fixed maximum number of common shares or vice versa, except in the event of a permitted adjustment arising from a reorganization of Latin Explore 's share capital or certain other transactions;

(b) any amendment which reduces the exercise price of any Award, as applicable, after such Award has been granted or any cancellation of an Award and the replacement of such Award with an Award with a lower exercise price or other entitlements, except in the event of a permitted adjustment arising from a reorganization of Latin Explore 's share capital or certain other transactions, provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which reduces the exercise price or extension of the term of any Option if the Participant is an Insider of Latin Explore at the time of the proposed amendment;

(c) any amendment which extends the expiry date of any Award, or the Restriction Period of any Share Unit beyond the original expiry date or Restriction Period, except in the event of an extension due to a Blackout Period;

(d) any amendment which would permit Awards granted under the Latin Explore Incentive Plan to be transferable or assignable other than for normal estate settlement purposes;

(e) any amendment to the definition of an Eligible Person under the Latin Explore Incentive Plan;

(f) any amendment to the participation limits set out in the Latin Explore Incentive Plan; or

(g) any amendment to the amendment provisions of the Latin Explore Incentive Plan.

The Board may, subject to regulatory approval, discontinue the Latin Explore Incentive Plan at any time without the consent of the Participants, provided that any such discontinuance does not materially and adversely affect any Awards previously granted to a Participant under the Latin Explore Incentive Plan.

PRIOR SALES

Other than the one Latin Explore Share held by Latin Metals, no Latin Explore Shares were issued or sold in the 12-month period before the date of this Circular. Latin Explore Shares to be issued in connection with the Share Exchange and the Arrangement are the only Latin Explore Shares that are expected to be issued prior to listing on the TSXV.

ESCROWED SECURITIES

No securities of Latin Explore are currently held in escrow or will be held in escrow immediately following completion of the Arrangement. On completion of the Arrangement, assuming conditional approval for the listing of the Latin Explore Shares on the TSXV is achieved, Latin Explore Shares held by principals of Latin Explore will be subject to the escrow requirements of the TSXV.

PRINCIPAL SECURITYHOLDERS

As of the date of this Circular, Latin Metals holds 100% of the issued and outstanding Latin Explore Shares. Assuming completion of the Arrangement and to the knowledge of Latin Explore, no person will beneficially own, directly or indirectly, or exercise control or direction over more than 10% of the then issued Latin Explore Shares, except as set out in the table below:

Name	Number of Latin Explore Shares Owned, Controlled or Directed, Directly or Indirectly	Percentage of Outstanding Latin Explore Shares[(1)]	Percentage of Outstanding Latin Explore Shares on a Fully-Diluted Basis[(1)(2)]
Robert Kopple	4,081,892[(3)(4)]	9.35%	6.96%

Notes:

(1) Calculated on an undiluted basis assuming 43,680,000 Latin Explore Shares will be issued and outstanding upon completion of the Concurrent Financing, Share Exchange and Arrangement (see "*Consolidated Capitalization*" above).

(2) On a fully-diluted basis, assuming the exercise of 15,000,000 common share purchase warrants held by former holders of Finco Warrants under the terms of the Share Exchange Agreement. Any Finder's Warrants issued pursuant to the Concurrent Financing are not included in this calculation.

(3) Of the 4,081,892 Latin Explore Shares that will be beneficially owned and controlled by Robert Kopple, 2,683,424 common shares will be registered in the name of KF Business Ventures, LP, a partnership controlled by Robert Kopple, 1,075,515 common shares will be registered in the name of E.L. II Properties Trust, and 322,953 common shares will be registered in the name of Robert Kopple.

(4) Assumes that the Exchange Ratio of 0.08228098 as of the Record Date will not change prior to completion of the Arrangement and does not include any securities that may be acquired pursuant to the Share Exchange. It is reasonably expected by Latin Metals that Mr. Kopple will participate in the Concurrent Financing to be conducted by Finco and therefore receive Latin Explore Shares pursuant to the Share Exchange; accordingly Mr. Kopple has been included in this table as he is expected to beneficially own, directly or indirectly, or exercise control or direction over more than 10% of the issued Latin Explore Shares and may constitute a Control Person of Latin Explore.

DIRECTORS AND OFFICERS

Directors and Executive Officers of Latin Explore

As at the date of this Circular, Latin Explore's sole director and officer is Keith Henderson, who is also a director and the Chief Executive Officer and President of Latin Metals. Mr. Henderson was elected as Latin Explore's director by himself, as the incorporator of Latin Explore.

Upon completion of the Arrangement, certain directors and officers of Latin Metals are expected be the directors and officers of Latin Explore, the names, place of residence, positions and offices and principal occupations of which are as follows:

Name and Place of Residence	Principal Occupation	Number and Percentage of Latin Explore Shares Owned, Controlled or Directed, Directly or Indirectly[(1)(2)]	Date of appointment as Director or Officer of Latin Explore
Keith Henderson *West Vancouver, BC Canada* Director (Chairman)	Mining Executive; President, CEO and director of Latin Metals Inc. since June 2015; President, CEO and	403,420 (0.93%)	October 7, 2025

Name and Place of Residence	Principal Occupation	Number and Percentage of Latin Explore Shares Owned, Controlled or Directed, Directly or Indirectly[(1)(2)]	Date of appointment as Director or Officer of Latin Explore
	director of Velocity Minerals Ltd. since July 21, 2017		
Keturah Nathe *Pitt Meadows, BC Canada* Chief Executive Officer, President & Director	CEO and President of Anquiro Ventures Ltd. since June 2017; Director of Iconic Minerals Ltd. and St-Georges Eco Mining Corp.	Nil	Nominee
Robert Kopple *Los Angeles, CA USA* Director	Attorney and co-founder of Kopple, Klinger & Elbaz, LLP; director and former director of several companies	4,081,892[(3)] (9.35%)	Nominee
Megan McElwain *Toronto, ON Canada* Director	Director and president of Canadian Chrome Company Inc.	Nil	Nominee
Dani Palahanova *Coquitlam, BC Canada* Chief Financial Officer	CPA and CFO of Latin Metals Inc. and Velocity Minerals Ltd.	15,633 (0.04%)	To be appointed
Eduardo Leon *Lima, Peru* VP Exploration	P. Geo, VP Exploration of Latin Metals Inc.	19,542 (0.04%)	To be appointed
Elyssia Patterson *West Vancouver, BC Canada* VP Investor Relations	VP Investor Relations of Latin Metals Inc.; Investor Relations Consultant	43,303 (0.1%)	To be appointed

Notes:

(1) Percentages calculated on an undiluted basis assuming 43,680,000 Latin Explore Shares will be issued and outstanding upon completion of the Concurrent Financing, Share Exchange and Arrangement (see "*Consolidated Capitalization*" above).

(2) Assumes that the Exchange Ratio of 0.08228098 as of the Record Date will not change prior to completion of the Arrangement and does not include any securities that may be acquired pursuant to the Share Exchange.

(3) Of the 4,081,892 Latin Explore Shares that will be beneficially owned and controlled by Robert Kopple, 2,683,424 common shares will be registered in the name of KF Business Ventures, LP, a partnership controlled by Robert Kopple, 1,075,515 common shares will be registered in the name of E.L. II Properties Trust, and 322,953 common shares will be registered in the name of Robert Kopple.

Based on the assumptions set out above, it is expected the currently known directors and executive officers as a group will, upon completion of the Arrangement, beneficially own, directly or indirectly, or exercise control or direction over an aggregate of approximately 4,563,790 Latin Explore Shares representing approximately 10.45% of the issued Latin Explore Shares.

The directors and officers will devote their time and expertise as required by Latin Explore, however, it is not anticipated that any director or officer will devote 100% of their time to the activities of Latin Explore. It is expected that Dani Palahanova, Eduardo Leon and Elyssia Patterson will be independent contractors of Latin Explore, while Keturah Nathe is expected to be an employee of Latin Explore.

The following is a brief description of the experience of the currently known directors and officers:

Keturah Nathe, CEO and Director

Ms. Keturah Nathe brings 20 years' experience at both public and private companies in various industries including mineral exploration and development, oil and gas, technology, agriculture, and property development. Her experience includes corporate and regulatory compliance, structuring and execution of debt and equity financings, corporate strategy, identifying and evaluating acquisition targets and due diligence reviews, industry/market research/valuations, and contract negotiations.

Dani Palahanova, CFO

Ms. Dani Palahanova is a CPA, CGA with over 15 years of experience leading finance, accounting, and regulatory compliance functions for publicly listed Canadian companies operating internationally. She has held senior roles including Chief Financial Officer, Controller, and Corporate Secretary for a number of junior exploration and technology companies based in Vancouver, and brings deep expertise in financial reporting under IFRS, public company governance, and capital markets transactions. Ms. Palahanova was an instrumental member of the finance team that supported Asanko Gold Inc.'s transition from a late-stage exploration company to a mid-tier gold producer, including during periods of significant growth and operational expansion. Ms. Palahanova holds an Executive MBA degree from Simon Fraser University, Beedie School of Business.

Keith Henderson, Director and Chairman of the Board

Mr. Henderson is a mining executive and geologist with more than 30 years' global experience in the resource sector, and he is a founder and current CEO of Latin Metals (TSX.V: LMS) and Velocity Minerals (TSX.V: VLC). In 2025 Velocity Minerals announced the sale of its Bulgarian gold assets for US$59 million. Earlier in his career, Mr. Henderson held senior technical and executive roles across North America, Europe, Africa, and South America, including with Anglo American plc and Cardero Resource Corp. where he played a critical role in advancing the Pampa de Pongo through a positive scoping study and ultimate sale for US$100 million cash. He currently serves on the board of Edge Copper (TSXV: EDCU) and BP Silver Corp (TSX.V: BPAG). Mr. Henderson was educated in Europe, graduating with B.Sc. (Hons) and M.Sc. in geology.

Megan McElwain, Director

Ms. Megan McElwain is and has been the President and Chief Operating Officer of The Canadian Chrome Company Inc. (formerly KWG Resources Inc.) since January 1, 2022. Ms. McElwain earned her B.A. in Communications at Ryerson University in 2000. Throughout her career Ms. McElwain produced content for Fox Television in Los Angeles, A&E Television Networks in New York and then Alliance Atlantis, CTV News, Discovery Channel, BBC, National Geographic and Global News from Toronto. In 2008, Ms. McElwain founded McElwain & Company, a marketing firm in downtown Toronto that quickly distinguished itself as the go-to agency for brands from GreatWest Life, MNP, Price Waterhouse Coopers, PCL, Nestle Canada and GAP Inc. In 2018, Ms. McElwain joined the Fraser Institute, an independent public policy research and education organization, as Director of Development, and in 2020 she joined the Canadian Chamber of Commerce as Vice President and General Manager.

Robert Kopple, Director

Mr. Robert Kopple is an experienced investor, businessman, and lawyer. He is involved in a broad range of corporate financing activities with public companies. He is an experienced lawyer, and a senior partner in a law firm based in Los Angeles specializing in estate planning, tax law, and business transactions. Mr. Kopple is an experienced investor with diverse interests in real estate, and several operating companies in mining, health care and technology. He is a significant investor in Latin Metals.

Eduardo Leon, VP Exploration

Mr. Eduardo Leon is a senior exploration geologist, with over 16 years of international exploration experience across Latin America. Since May 8, 2025, he serves as a VP Exploration of Latin Metals. From 2011 to 2012, he served as Senior Geologist on Lumina Copper's Taca Taca project in northern Argentina, where he helped manage a large drilling program that led to a major copper-gold porphyry discovery and the subsequent acquisition of Lumina Copper by First Quantum Minerals for US$470 million. Thereafter, Mr. Leon held a series of senior technical roles with

exploration and mining companies operating in Peru, Mexico, El Salvador, Nicaragua and Brazil. Most recently, from 2017 to 2019, he served as Exploration Manager for Auryn Resources in Peru, where he contributed to the advancement of the Sombrero and Curibaya projects. Mr. Leon holds a degree in Geology from San Marcos University in Lima, Peru.

Elyssia Patterson, VP Investor Relations

Ms. Elyssia Patterson brings over 10 years of experience in investor relations, corporate communications and corporate development within the mineral exploration industry, working with both public and private companies. Ms. Patterson has played a key role in advancing the corporate development strategies of several publicly listed companies, supporting capital markets communications, shareholder engagement, and execution of growth initiatives. Ms. Patterson has extensive experience working with management teams, advisors and stakeholders to enhance market visibility and strengthen investor relations programs.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed herein, no proposed director or executive officer of Latin Explore is, as of the date of this Circular or was within ten years before the date hereof, a director, Chief Executive Officer or Chief Financial Officer of any company (including Latin Explore) that:

(a) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued while the director or Chief Executive Officer or Chief Financial Officer was acting in the capacity as director, Chief Executive Officer or Chief Financial Officer; or

(b) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued after the director or executive officer ceased to be a director, Chief Executive Officer or Chief Financial Officer and which resulted from an event that occurred while that person was acting in the capacity as director, Chief Executive Officer or Chief Financial Officer.

No proposed director or executive officer of Latin Explore, or a shareholder holding a sufficient number of securities of Latin Explore to affect materially the control of Latin Explore:

(a) is, as of the date of this Circular or was within ten years before the date hereof, a director, Chief Executive Officer or Chief Financial Officer of any company (including Latin Explore) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(b) has, within ten years before the date as of the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director or executive officer or shareholder.

Robert Kopple served as a director of Gelum Capital Ltd. (formerly, Jagercor Energy Corp.) when a cease trade order was issued by the British Columbia Securities Commission on September 4, 2018 for Gelum Capital Ltd.'s failure to file annual audited financial statements and a management's discussion and analysis for the year ended April 30, 2018, as well as certifications of such filings. The cease trade order was revoked on August 16, 2019.

Penalties or Sanctions

No proposed director or executive officer of Latin Explore, or a shareholder holding a sufficient number of securities of Latin Explore to affect materially the control of Latin Explore, has been subject to:

(a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities

regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

The foregoing, not being within the knowledge of Latin Explore, has been furnished by the respective proposed directors and executive officers themselves.

EXECUTIVE COMPENSATION

To date, Latin Explore has not carried on any active business other than entering into the Arrangement Agreement. No compensation has been paid to date by Latin Explore to its proposed directors or executive officers.

Following completion of the Arrangement, it is anticipated that Latin Explore will adopt a compensation structure for its executive officers that is appropriate for its size and the nature of its operations, while also providing an incentive for growth. It is anticipated that executive officers of Latin Explore will receive cash compensation and stock option grants in line with market practice for companies in the same industry and market and of the same size as Latin Explore.

Latin Explore has not established an annual retainer fee or meeting attendance fee for directors. However, Latin Explore expects to establish directors' fees in the future and expects to reimburse directors for reasonable expenses incurred in the course of the performance of their duties as directors.

Option-Based Awards

Latin Explore will adopt the Latin Explore Incentive Plan in order to provide incentive compensation to directors, officers, employees and consultants of Latin Explore as well as to assist Latin Explore in attracting, motivating and retaining qualified directors, management personnel and consultants. The purpose of the Latin Explore Incentive Plan is to provide additional incentive for participants' efforts to promote the growth and success of the business of Latin Explore. The Latin Explore Incentive Plan will be administered by the Latin Explore Board, or committee thereof, which will designate, from time to time, the recipients of grants and the terms and conditions of each grant, in each case in accordance with applicable Securities Laws.

Pension Plan Benefits

Latin Explore does not have defined benefit or defined contribution plans.

Director Compensation

Upon completion of the Arrangement, it is anticipated that Latin Explore will pay cash compensation to its directors in amounts paid to directors of comparable Canadian companies for services rendered in their capacity as directors.

INDEBTEDNESS OF DIRECTORS, EXECUTIVE OFFICERS AND SENIOR OFFICERS

Since its incorporation and as of the date of this Circular, no director, officer or employee, or former director, officer or employee, of Latin Explore, or any associate or affiliate of any such director, officer or employee, has been indebted to Latin Explore, and Latin Explore has not provided any guarantee, support agreement, letter of credit or other similar arrangement or understanding.

AUDIT COMMITTEE AND CORPORATE GOVERNANCE

Audit Committee

Upon completion of the Arrangement, Latin Explore will have an audit committee (the "**Audit Committee**") which is expected to include Megan McElwain and two additional directors, each of whom is a director and financially literate in accordance with National Instrument 52-110 *Audit Committees* ("**NI 52-110**").

The Latin Explore Board may from time to time establish additional committees.

Corporate Governance

General

The Latin Explore Board believes that good corporate governance improves corporate performance and benefits all shareholders. National Policy 58-201 - *Corporate Governance Guidelines* ("**NP 58-201**") provides non-prescriptive guidelines on corporate governance practices for reporting issuers. In addition, National Instrument 58-101 - *Disclosure of Corporate Governance Practices* ("**NI 58-101**") prescribes certain disclosure by Latin Explore of its corporate governance practices. This disclosure is presented below.

Board of Directors

NP 58-201 suggests that the board of directors of every listed company should be constituted with a majority of individuals who qualify as "independent" directors within the meaning of NI 52-110.

The Board is currently expected to be comprised of four directors, of whom Megan McElwain and Robert Kopple are currently expected to be independent for the purposes of NI 52-110. Depending on Mr. Kopple's final shareholdings in Latin Explore following the completion of the Arrangement, as it is expected Mr. Kopple will participate in the Concurrent Financing, Latin Explore may reconsider this determination. Keith Henderson and Keturah Nathe are not expected to be independent for purposes of NI 52-110. Mr. Henderson is not independent as he previously acted as the President of Latin Explore, and Ms. Nathe is not independent as she will be Chief Executive Officer and President of Latin Explore. Latin Explore anticipates appointing another independent director to the Latin Explore Board.

Directorships

Certain of Latin Explore's current or proposed directors are also currently directors of other reporting issuers as follows:

Name	**Reporting Issuer (Exchange/Market: Trading Symbol)**
Keith Henderson	BP Silver Corp. (TSXV: BPAG.V) Edge Copper Corporation (TSXV: EDCU) Latin Metals Inc. (TSXV: LMS) Velocity Minerals Ltd. (TSXV: VLC) World Copper Ltd. (TSXV: WCU)
Keturah Nathe	Nevada Lithium Resources Inc. (TSXV: NVLH.V) Anquiro Ventures Ltd. (TSXV: AQR.P) American Biofuels Inc. (TSXV: ABS-H) St-Georges Eco-Mining Corp. (CSE: SX) Iconic Minerals Ltd. (TSXV: ICM)
Robert Kopple	Latin Metals Inc. (TSXV: LMS) World Copper Ltd. (TSXV: WCU) Gelum Resources Ltd. (CSE: GMR) Edge Copper Corporation (TSXV: EDCU)
Megan McElwain	The Canadian Chrome Company Inc. (formerly KWG Resources Inc.) (CSE: CACR)

Board Mandate

The Latin Explore Board has not adopted a written mandate or code delineating the Latin Explore Board's roles and responsibilities, since it believes it will be adequately governed by the requirements of applicable corporate and securities common and statute law which provide that the Latin Explore Board has responsibility for the stewardship of Latin Explore. That stewardship includes responsibility for strategic planning, identification of the principal risks of Latin Explore's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), communications with investors and the financial

community and the integrity of Latin Explore's internal control and management information systems.

Orientation and Continuing Education

When new directors are appointed, they will receive orientation, commensurate with their previous experience, on Latin Explore's business, assets and industry and on the responsibilities of directors. Meetings of the Latin Explore Board are expected to sometimes be held at Latin Explore's offices and, from time to time, to be combined with presentations by Latin Explore's management to give the directors additional insight into Latin Explore's business. In addition, it is expected that management of Latin Explore will make itself available for discussion with all members of the Latin Explore Board.

Ethical Business Conduct

The Latin Explore Board has not adopted a formal code of business conduct and ethics. The Latin Explore Board expects that the fiduciary duties placed on individual directors by Latin Explore's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Latin Explore Board in which the director has an interest will be sufficient to ensure that the Latin Explore Board operates independently of management and in the best interests of Latin Explore.

Nomination of Directors

The Latin Explore Board will consider its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Latin Explore Board's duties effectively and to maintain a diversity of view and experience.

The Latin Explore Board does not have a nominating committee and these functions are currently performed by the Latin Explore Board as a whole, however, if there is a change in the number of directors required by Latin Explore, this policy will be reviewed.

Compensation

The Latin Explore Board is responsible for determining compensation for the directors of Latin Explore to ensure it reflects the responsibilities and risks of being a director of a public company.

Other Board Committees

The Latin Explore Board will have no committee other than the Audit Committee.

Assessments

Due to the minimal size of the Latin Explore Board, no formal policy has been established to monitor the effectiveness of the directors, the Latin Explore Board and its committees.

RISK FACTORS

An investment in Latin Explore Shares should be considered highly speculative, not only due to the nature of Latin Explore's expected business and operations, but also because of the uncertainty related to the proposed business of Latin Explore upon completion of the Transaction. In addition to the other information in this Circular, an investor should carefully consider each of, and the cumulative effect of the following factors, which assume the completion of the Transaction. Shareholders of Latin Explore may lose their entire investment. The risks described below are not the only ones facing Latin Explore. Additional risks not currently known to Latin Explore or that Latin Explore currently deems immaterial, may also impair Latin Explore's operations. If any of the following risks actually occur, Latin Explore's business, financial condition and operating results could be adversely affected.

Latin Metals shareholders should consult with their professional advisors to assess the Arrangement and their resulting investment in Latin Explore. In evaluating Latin Explore and its business and whether to vote in favour of the Arrangement Resolution, the Latin Explore Share Exchange Resolution and the Latin Explore Incentive Plan Resolution. Shareholders should carefully consider, in addition to the other information contained in this Circular and

this Schedule "L", the risk factors which follow, as well as the risks associated with the Transaction (see in this Circular "*Business of the Meeting – Arrangement Risk Factors*"). These risk factors may not be a definitive list of all risk factors associated with the Arrangement, an investment in Latin Explore or in connection with Latin Explore's business and operations.

Possible Non-Completion of Funding of Latin Explore; Financing Risks

Additional funding will eventually be required to continue conducting the operations of Latin Explore. There is no assurance that any such funds will be available. Failure to obtain additional financing on a timely basis could cause Latin Explore to reduce or terminate its operations.

Nature of the Securities and No Assurance of any Listing

Latin Explore Shares are not currently listed on any stock exchange and there is no assurance that the shares will be listed. Even if a listing is obtained, the holding of Latin Explore Shares will involve a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. Latin Explore Shares should not be purchased by persons who cannot afford the possibility of the loss of their entire investment. Furthermore, an investment in securities of Latin Explore should not constitute a major portion of an investor's portfolio.

Possible Non-Completion of Arrangement and the Share Exchange

There is no assurance that the Arrangement and the Share Exchange will receive regulatory approval or will complete. If the Arrangement does not complete, Latin Explore will remain a private company and wholly-owned non-arm's length subsidiary of Latin Metals. If the Arrangement does complete, Latin Explore Shareholders (which will consist of shareholders of Latin Metals who receive Latin Explore Shares and the subscribers to the Concurrent Financing) will be subject to the risk factors described below relating to mining.

Limited Operating History

Latin Explore was incorporated on October 7, 2025, and has a limited operating history.

Dependence on Management

Latin Explore will be dependent upon the personal efforts and commitment of its directors and officers. If one or more of Latin Explore's directors or executive officers become unavailable for any reason, a severe disruption to the business and operations of Latin Explore could result, and Latin Explore may not be able to replace them readily, if at all.

Conflicts of Interest

The directors and officers of Latin Explore are, and may continue to be, involved in the mining industry through their direct and indirect participation in corporations, partnerships or joint ventures which are potential competitors of Latin Explore, including Latin Metals. Situations may arise in connection with potential acquisitions in investments where the other interests of these directors and officers may conflict with the interests of Latin Explore. Directors and officers of Latin Explore with conflicts of interest will be subject to the procedures set out in applicable corporate and securities legislation, regulation, rules and policies.

No History of Earnings

Latin Explore has no history of earnings or of a return on investment, and there is no assurance that any property or business that Latin Explore may acquire or undertake will generate earnings, operate profitably or provide a return on investment in the future. Latin Explore has no plans to pay dividends. The future dividend policy of Latin Explore will be determined by the Board.

Competition

The mining industry is highly competitive. Latin Explore will compete with other domestic and international mining companies that have greater financial and human resources.

Government Regulation

The mineral exploration and development activities of Latin Explore will be subject to various laws governing prospecting, development, production, taxes, labour standards and occupational health, mine safety, toxic substances, land use, water use, land claims of local people and other matters in local areas of operation. Although Latin Explore's exploration and development activities will be carried out in accordance with all applicable rules and regulations, no assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner which could limit or curtail exploration, development or production. Amendments to current laws and regulations governing Latin Explore's operations, or more stringent implementation thereof, could have an adverse impact on Latin Explore's business and financial condition.

Latin Explore's operations may be subject to environmental regulations promulgated by government agencies from time to time. Environmental legislation provides for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain mining operations, such as seepage from tailings disposal areas, which would result in environmental pollution. A breach of such legislation may result in the imposition of fines and penalties. In addition, certain types of operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a manner that means standards are stricter, and enforcement, fines and penalties for non-compliance are more stringent. Environmental assessments of proposed projects carry a heightened degree of responsibility for companies and their directors, officers and employees. The cost of compliance with changes in governmental regulations has the potential to reduce the profitability of Latin Explore's future operations.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions, including orders issued by regulatory or judicial authorities that could cause operations to cease or be curtailed. Other enforcement actions may include corrective measures requiring capital expenditures, the installation of additional equipment or remedial actions. Parties engaged in mining operations may be required to compensate those suffering loss or damage by reason of such mining activities and may have civil or criminal fines or penalties imposed upon them for violations of applicable laws or regulations.

Permitting

The operations of Latin Explore require licenses and permits from various governmental authorities. Latin Explore will use its best efforts to obtain all necessary licenses and permits to carry on the activities which it intends to conduct, and it intends to comply in all material respects with the terms of such licenses and permits. However, there can be no guarantee that Latin Explore will be able to obtain and maintain, at all times, all necessary licenses and permits required to undertake its proposed exploration and development, or to place its properties into commercial production and to operate mining facilities thereon. In the event of commercial production, the cost of compliance with changes in governmental regulations has the potential to reduce the profitability of operations or preclude the economic development of Latin Explore's properties.

With respect to environmental permitting, the development, construction, exploitation and operation of mines at the Latin Explore's projects may require the granting of environmental licenses and other environmental permits or concessions by the competent environmental authorities. Required environmental permits, licenses or concessions may take time and/or be difficult to obtain and may not be issued on the terms required by Latin Explore. Operating without the required environmental permits may result in the imposition of fines or penalties as well as criminal charges against Latin Explore for violations of applicable laws or regulations.

Regulatory Risks

Successful execution of Latin Explore's business is contingent, in part, upon compliance with regulatory requirements enacted by governmental authorities and obtaining all regulatory approvals, where necessary, for the operation of its business.

Latin Explore will incur ongoing costs and obligations related to regulatory compliance. Failure to comply with regulations may result in additional costs for corrective measures, penalties, or in restrictions on Latin Explore's operations. In addition, changes in regulations, more vigorous enforcement thereof, or other unanticipated events could require extensive changes to Latin Explore's operations, increased compliance costs, or give rise to material liabilities, which could have a material adverse effect on the business, financial condition, and operating results of Latin Explore.

Qualification under the Tax Act for a Registered Plan

Provided the Latin Explore Shares will not be listed on a designated stock exchange in Canada or if Latin Explore does not otherwise satisfy the conditions in the Tax Act to be a "public corporation", the Latin Explore Shares will not be considered to be a qualified investment for a Registered Plan (as defined in the Tax Act) from their date of issue. Where a Registered Plan acquires a Latin Explore Share in circumstances where the Latin Explore Share is not a qualified investment under the Tax Act for the Registered Plan, adverse tax consequences may arise for the Registered Plan and the annuitant under the Registered Plan, including that the Registered Plan may become subject to penalty taxes, the annuitant of such Registered Plan may be subject to a penalty tax or, in the case of a registered education savings plan, such plan may have its tax exempt status revoked.

No Mineral Resources and no Mineral Reserves have been estimated at the Para Project

The Para Project is in the exploration stage and sufficient work has not been done to define a mineral resource or mineral reserve. There is no assurance given by Latin Explore that continuing work on the Para Project will lead to defining mineralization with enough confidence and in sufficient quantities to report it as a mineral resource or a mineral reserve.

Exploration, Development and Operating Risks

The exploration for and development of mineral deposits involves significant risks, which even a combination of careful evaluation, experience and knowledge may not eliminate. While the discovery of a mineral body may result in substantial rewards, few properties that are explored are ultimately developed into producing mines. Major expenses may be required to locate and establish mineral reserves, to develop metallurgical processes and to construct mining and processing facilities at a particular site.

It is impossible to ensure that the exploration or development programs planned by Latin Explore will result in a profitable commercial mining operation. Whether a mineral deposit will be commercially viable depends on a number of factors, some of which are the particular attributes of the deposit, such as size, grade and proximity to infrastructure, copper prices that are highly cyclical and government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in Latin Explore not receiving an adequate return on invested capital. There is no certainty that the expenditures made by Latin Explore towards the search and evaluation of mineral deposits will result in discoveries or development of commercial quantities of mineral resources.

Volatility of Mineral Prices

The market price of any mineral is volatile and is affected by numerous factors that are beyond Latin Explore's control. These include international supply and demand, the level of consumer product demand, international economic trends, currency exchange rate fluctuations, the level of interest rates, the rate of inflation, global or regional political events and international events as well as a range of other market forces. Sustained downward movements in mineral market prices could render less economic, or uneconomic, some or all of the mineral extraction and/or exploration activities to be undertaken by Latin Explore.

PROMOTER

Latin Metals took the initiative of founding and organizing Latin Explore and its business and operations and, as such, may be considered to be the promoter of Latin Explore for the purposes of applicable securities legislation. As at the date of this Circular, Latin Metals is the sole (100%) shareholder of Latin Explore and has transferred its interest in the Spin-out Assets (through Holdco) to Latin Explore to hold and operate as contemplated by the terms of the Arrangement. During the period from incorporation to the completion of the Arrangement, the only material items of value which Latin Metals is anticipated to receive from Latin Explore are 13,680,000 Latin Explore Shares at a deemed issuance price of $0.05 per Latin Explore Share in consideration for the Spin-out Assets, of which: (i) 10,944,000 Latin Explore Shares are anticipated to be distributed to Latin Metals Shareholders pursuant to the Arrangement; and (ii) 2,736,000 Latin Explore Shares are anticipated to be held by Latin Metals following completion of the Arrangement. The number of Latin Explore Shares to be issued to Latin Metals in connection with the Arrangement was determined by Latin Metals and Latin Explore, and was determined based on the book value of the Spin-out Assets as at October 31, 2025. See in this Appendix "L", "*Description of the Para Project*", "*Consolidated Capitalization*" and "*Prior Sales*". See also in this Circular, "*Business of the Meeting – Background to the Arrangement*".

During the 10 years prior to the date of this Circular, Latin Metals has not been subject to:

(a) a cease trade order (including any management cease trade order which applied to directors or executive officers of a company, whether or not the person is named in the order), or

(b) an order similar to a cease trade order, or

(c) an order that denied the Latin Metals access to any exemption under securities legislation,

that was in effect for a period of more than 30 consecutive days; nor has Latin Metals been subject to:

(a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision; nor has Latin Metals become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver manager or trustee appointed to hold its assets.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

Legal Proceedings

Latin Explore is not aware of any material legal proceedings to which Latin Explore or a proposed subsidiary is a party or to which the Para Project is subject, nor is Latin Explore aware that any such proceedings are contemplated.

Regulatory Actions

There are currently no: (i) penalties or sanctions imposed against Latin Explore by a court relating to securities legislation or by a securities regulatory authority; (ii) other penalties or sanctions imposed by a court or regulatory body against Latin Explore that would likely be considered important to a reasonable investor in making an investment decision in Latin Explore; and (iii) settlement agreements Latin Explore entered into before a court relating to securities legislation or with a securities regulatory authority since Latin Explore was incorporated.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Since Latin Explore's incorporation, no director, executive officer, or shareholder who beneficially owns, or controls or directs, directly or indirectly, more than 10% of the outstanding Latin Explore Shares, or any known associates or affiliates of such persons, has or has had any material interest, direct or indirect, in any transaction or in any proposed transaction that has materially affected or is reasonably expected to materially affect Latin Explore other than Latin

Metals (and its officers, directors and 10% shareholders) in connection with Latin Explore's incorporation (see in this Appendix "L", "*Corporate Structure*" and "*Promoter*"), the entering into of the Arrangement Agreement (see in this Circular, "*Business of the Meeting – The Arrangement*"), and the transfer of assets to Latin Explore in connection with the Arrangement (see in this Appendix "L", "*Description of the Business of Latin Explore*"). See also in this Appendix "L", "*Material Contracts*" below.

Certain directors and officers (including proposed directors and officers) of Latin Metals are or will be the directors and officers of Latin Explore. See in this Circular under the heading "*Business of the Meeting – Background to the Arrangement*" and "*Business of the Meeting – Recommendation of the Board*".

AUDITORS, TRANSFER AGENT AND REGISTRAR

Auditor

The auditor of Latin Explore is Baker Tilly WM LLP, Chartered Professional Accountants of Vancouver, British Columbia, who have been Latin Explore's auditor since incorporation.

Transfer Agent and Registrar

The registrar and transfer agent of Latin Explore and for the Latin Explore Shares is or will be Computershare Investor Services Inc., located at 510 Burrard Street, 3rd floor, Vancouver, British Columbia.

MATERIAL CONTRACTS

The Arrangement Agreement will be filed on Latin Explore's SEDAR+ profile at www.sedarplus.ca following the completion of the Arrangement.

INTEREST OF EXPERTS

Baker Tilly WM LLP, the auditor of Latin Explore, has confirmed it is independent of Latin Explore within the meaning of the rules of professional conduct of the Institute of Chartered Professional Accountants of British Columbia (ICABC).

The disclosure with respect to the Para Project in this Appendix "L" is based on the Technical Report prepared by Catherine Fitzgerald, M.Sc., P. Geo.

None of the aforementioned persons nor any directors, officers, employees or partners, as applicable, of each of the aforementioned companies and partnerships, has received or will receive as a result of the Arrangement a direct or indirect interest in a property of Latin Explore or any associate or affiliate of Latin Explore, nor is currently expected to be elected, appointed or employed as a director, officer or employee of Latin Explore or any associate or affiliate of Latin Explore.

OTHER MATERIAL FACTS

There are no other material facts other than as disclosed in the preceding items and that are necessary in order for this document to contain full, true and plain disclosure of all material facts relating to Latin Explore and its securities.