

Notaría Rosales Sepúlveda
Av. Juan de Arona 707 - San Isidro
Teléfono: 200 - 3700
notario@notariarosalessepulveda.com.pe



This is the 3rd Affidavit
of Luis Saenz in this case
and was made on September 20, 2024

No. S-243645
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,

R.S.C. 1985, C. C-36, AS AMENDED

AND

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, C. 57

AND

**IN THE MATTER OF THE PLAN OF COMPROMISE AND ARRANGEMENT OF
INCA ONE GOLD CORP.**

PETITIONER

AFFIDAVIT

I, Luis Saenz, businessman, Peruvian National ID C.E. 000248056 of Av Jose Pardo 1232, Piso 7 of 105, Miraflores, Lima, PE, SWEAR THAT:

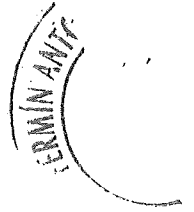
1. I am a director of BLB Advisory ("**BLB**"), an independent corporate finance advisory boutique, located in Lima, Peru, who was retained by OCIM Metals & Mining S.A. ("**OCIM**") in regard to a debt owed to OCIM by Inca One Gold Corp. ("**Inca One**"). Accordingly, I have personal knowledge of the facts and matters hereinafter deposed to save and except where same are stated to be made on information and belief, and where so stated, I verily believe them to be true.
2. I am the sole contact of BLB with OCIM and am authorized to make this affidavit in support of an application of OCIM to appoint a receiver.

The Parties

3. Inca One is a Vancouver-based company in the business of developing custom mineral processing operations to service the Artisanal Small-Scale Mining industry in Peru. It

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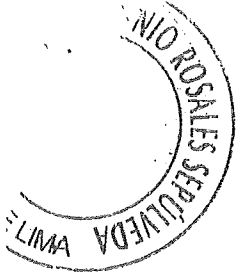


carries out its operations through two Peruvian gold processing facilities and owns a number of Peruvian and Canadian subsidiaries including Chala One S.A.C. (Peru) (“**Chala One**”), Corizona S.A.C. (Peru) and Dynasty One Mining S.A. (Peru).

4. Inca One is publicly listed and trades on the TSX Venture Exchange (“**TSX-V**”), the OTCQB Exchange (“**OTCQB**”), the Frankfurt Stock Exchange, and the Santiago Stock Exchange Venture. On May 28, 2024, its trading on the TSX-V and OTCQB was halted and has not resumed.
5. OCIM is a *société anonym* formed and organized under the laws of Switzerland. It provides financing to companies in the precious metals sector, including to Inca One. OCIM is Inca One’s senior secured creditor.

Gold Loan Agreement and Security

6. OCIM advanced funds to Inca One pursuant to a gold loan agreement dated August 6, 2021 (the “**2021 Agreement**”), which is attached as Exhibit F to the Affidavit #1 of Edward Kelly filed in this proceeding on June 3, 2024 (the “**Kelly 1st Affidavit**”).
7. The 2021 Agreement was amended from time to time between 2021 and 2024, including the first amendment dated April 25, 2022, the second amendment dated October 14, 2022, the third amendment dated March 30, 2023, the fourth amendment dated November 27, 2023 and the fifth amendment dated February 26, 2024 (collectively, and together with the 2021 Agreement, the “**Gold Loan Agreement**”).
8. The amendments are attached as Exhibits G, H, I, J and K, respectively, to the Affidavit #2 of Edward Kelly made June 11, 2024.
9. Inca One’s obligations under the Gold Loan Agreement are secured by a security interest in all of Inca One’s present and after acquired personal property, and in the shares it holds in Chala One S.A.C. and Corizona S.A.C..
10. Copies of the security are attached to the Kelly 1st Affidavit, specifically:
 - (a) as Exhibit G, the general security agreement;



- (b) as Exhibit H, the share pledge agreement dated August 6, 2021;
 - (c) as Exhibit I, the registration for Peruvian liens held by OCIM;
11. Attached and marked as **Exhibit "A"** is a true copy of the share pledge agreement in respect of Chala One S.A.C. dated October 14, 2022 (the "**Chala Pledge Agreement**"), granted by Inca One, Dynasty One Mining S.A. and Edward John Kelly, as pledgors, in favour of OCIM, as lender.
 12. Attached and marked as **Exhibit "B"** is a true copy of the share pledge agreement in respect of Corizona S.A.C. dated October 14, 2022 (together with the Chala Pledge Agreement, the "**Pledge Agreements**"), granted by Kevin Ryan Hart and Edward John Kelly, as pledgors, in favour of OCIM, as lender.
- Advances and Default**
13. Pursuant to the Gold Loan Agreement, OCIM agreed to extend the following facilities (collectively, the "**Facilities**") to the Obligors (as defined in the Gold Loan Agreement):
 - (i) US\$6,000,000.00, advanced on or about August 6, 2021;
 - (ii) US\$3,000,000.00, advanced on or about December 8, 2021; and
 - (iii) US\$1,500,000.00, advanced on or about April 29, 2022.
 14. In all cases, the funds advanced by OCIM were transferred to Chala One in Lima, Peru, as directed by Inca One.
 15. Repayment of the Facilities was to be by way of deliveries of gold (the "**Deliveries**", and each a "**Delivery**"). The Deliveries were set out in a direction as provided in the Gold Loan Agreement.
 16. Inca One has failed, refused or neglected to deliver the gold ounces required under the Gold Loan Agreement, or its cash equivalent.
 17. Despite various discussions in April and May 2024, Inca One and OCIM failed to agree on terms to restructure the amounts owing to OCIM.



Demand and Enforcement

18. On May 23, 2024, OCIM:
 - (a) made demand for payment from Inca One; and
 - (b) delivered notice of enforcement of its rights under the Pledge Agreements.
19. This correspondence is attached as Exhibits J and K, respectively, to the Kelly 1st Affidavit.
20. The response is attached as Exhibit L to the Kelly 1st Affidavit.
21. Inca One, and its subsidiaries, have failed, refused or neglected to complete formalities in Peru to complete the share transfers. Enforcement of the Pledge Agreements under Peruvian law has stalled.
22. Despite demand, Inca One has failed to pay the amounts owing.
23. On June 3, 2024, Inca One commenced these proceedings. At that time, the amount owing to OCIM was 4,124.4 gold ounces which, according to the XAU IBMA Fixing as of June 3, 2024 is the US dollar equivalent of US\$9,587,922.68.

Concerns Regarding OCIM's Security

24. During these proceedings, Inca One has advised that it will conclude a financing being coordinated by Westmount Capital ("**Westmount**") including, on September 9, 2024, issuing a press release regarding the anticipated financing. Attached and marked as **Exhibit "C"** is a true copy of Inca One's press release dated September 9, 2024.
25. In the September 9 press release, Inca One has stated that it expects to conclude the Westmount financing on or around September 30, 2024. Despite this, Inca One has failed to deliver any documents or confirmation regarding the status of this financing. In particular, Inca One has not:
 - (a) confirmed that Westmount's investors executed Non-Disclosure Agreements (or similar undertakings);
 - (b) completed its due diligence;



- (c) provided copies of subscription agreements;
 - (d) confirmed that funds have been committed; or
 - (e) confirmed that the collateral package for the financing has been identified and determined.
26. Based on the significant outstanding items and lack of documentation, OCIM and I are concerned that Inca One cannot conclude the Westmount financing in a reasonable time, and that pursuing the Westmount financing, to the exclusion of other options (including a sale process) will cause irreparable harm to the business model given the time gone by and the inability to achieve commercial agreements with local ore providers and suppliers. Similarly, OCIM and I are concerned that the previous commercial relationships with international gold refineries as well as international certifications have been affected negatively and have suffered significant reputational damage.
27. OCIM and I are further concerned that OCIM's security is at risk, including:
- (a) as described in my Affidavit #2 (to be filed subject to a sealing order), OCIM has concerns regarding negligent management practices at the facilities in Peru;
 - (b) as described in my Affidavit #1, certain suppliers and creditors of Inca One have advised that they have lost confidence in and will not engage further with Inca One's management, which may cause a disruption to the supply of funding and supplies to the business operations; and
 - (c) despite significant time being allowed in these proceedings, Inca One has failed to make sufficient progress towards securing the Westmount financing.
28. As described in my Affidavit #1, OCIM has lost trust and confidence in Inca One's management, and it is very unlikely that Inca One can present a restructuring plan that will be acceptable to OCIM.
29. OCIM further opposes Inca One borrowing additional funds in priority to the debt owing to OCIM, including pursuant to interim financing approved in these CCAA proceedings.

FERMIN ANTONIO ROSALES SEPULVEDA


OCIM is prepared to advance funds to Inca One to implement a sale process, but only if a receiver is appointed.


30. I understand that FTI Consulting Canada Inc., the current monitor, in these proceedings, will act as receiver if appointed by this Court.

31. I make this affidavit in support of OCIM seeking appointment of a receiver, and acknowledge the solemnity of making a sworn statement/solemn declaration and acknowledge the consequences of making an untrue statement.

SWORN, BEFORE ME at Lima, Peru, on)
September 20, 2024.)

A Notary authorized to take oaths in Peru)



LUIS SAENZ 

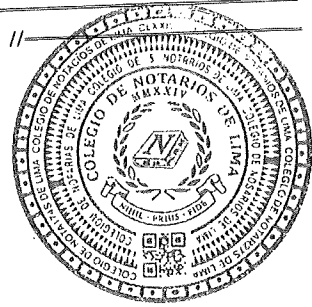
CERTIFICACIÓN

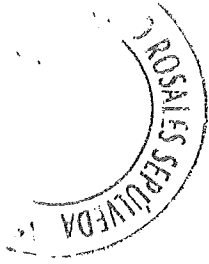
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A SOLICITUD DE QUIEN EXTIENDO LA PRESENTE LEGALIZACIÓN.- SE LEGALIZA LA FIRMA MAS NO ASUMO RESPONSABILIDAD DEL CONTENIDO DEL DOCUMENTO, DE LO QUE DOY FE. _____
LIMA, VEINTE DE SEPTIEMBRE DEL DOS MIL VEINTICUATRO. _____

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NOTARIO DE LIMA

NOTARIA
ROSALES SEPULVEDA





This is Exhibit " A " referred to in the affidavit of Luis Saenz sworn before me at Lima, Peru this 20th day of September 2024

A Notary Authorized to take oaths in Peru



CERTIFICACIÓN

FERMIN ANTONIO ROSALES SEPULVEDA - NOTARIO DE LIMA, CERTIFICO: LA AUTENTICIDAD DE LA FIRMA DE LUIS FRANCISCO SAENZ ROCHA, CON CE N°000248056; DOY FE. _____

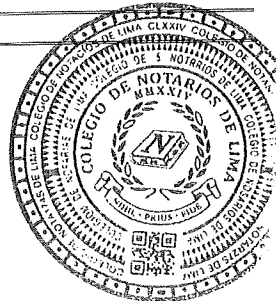
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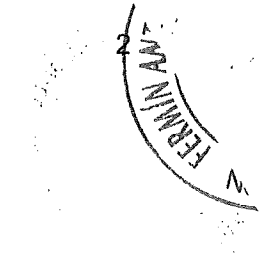
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Fermin Antonio Rosales Sepulveda
NOTARIO DE LIMA

NOTARIA
ROSALES SEPULVEDA





SHARE PLEDGE AGREEMENT

granted by

INCA ONE GOLD CORP., DYNASTY ONE MINING S.A. and EDWARD JOHN KELLY
as Pledgors

in favour of

OCIM METALS & MINING SA
as Lender

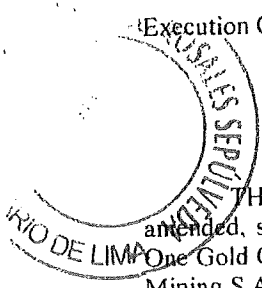
Dated as of October 14, 2022

**Baker
McKenzie.**

181 Bay Street, Suite 2100
Toronto, Ontario M5J 2T3
Canada

A handwritten signature in black ink, appearing to be "EP" or similar initials, with a small mark below it.

SHARE PLEDGE AGREEMENT



THIS SHARE PLEDGE AGREEMENT dated as of October 14, 2022 (as the same may be amended, supplemented, extended or restated from time to time, this "Agreement") is granted by Inca One Gold Corp., a company continued under the laws of the Province of British Columbia, Dynasty One Mining S.A. and Edward John Kelly (the "Pledgors"), in favour of OCIM METALS & MINING SA (the "Lender").

RECITALS

WHEREAS, pursuant to, and subject to the terms and conditions set forth in that certain Gold Loan Agreement dated as of the date hereof between the Lender, Inca One Gold Corp., Corizona One S.A.C. and Chala One S.A.C. (the "Pledged Entity"), as the same may be amended, supplemented, restated or extended from time to time, (the "Loan Agreement"), the Lender has agreed to extend certain loans, advances and other financial accommodations to the Pledged Entity in order to provide for working capital in accordance with the Loan Agreement terms;

AND WHEREAS in order to induce the Lender to enter into the Loan Agreement with the Pledged Entity, the Pledgors have agreed to pledge to the Lender all of the Pledgors' right, title and interest in the Pledged Collateral pursuant to the terms hereof.

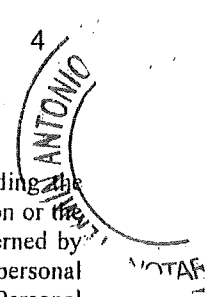
AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors agree as follows:

1. Terms Defined by Reference. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement, and terms defined in the PPSA or STA (each as defined below) which are not otherwise defined in this Agreement or the Loan Agreement are used herein as defined in the PPSA or STA, as applicable.

2. Definitions of Certain Terms Used Herein. As used in this Agreement, the following terms shall have the following meanings:

- (a) "Agreement" has the meaning given to it in the Preamble to this Agreement;
- (b) "Lender" has the meaning given to it in the Recitals to this Agreement;
- (c) "Loan Agreement" has the meaning given to it in the Recitals to this Agreement;
- (d) "Ownership Interests" has the meaning given to it in Section 3(a);
- (e) "Pledge Amendment" has the meaning given to it in Section 9(d);
- (f) "Pledged Collateral" has the meaning given to it in Section 3;
- (g) "Pledged Entity" has the meaning given to it in the Recitals to this Agreement;
- (h) "Pledged Securities" has the meaning given to it in Section 3(a);



- (i) "Pledgors" has the meaning given to it in the Preamble to this Agreement;
- (j) "PPSA" means the *Personal Property Security Act* (British Columbia), including the regulations thereto, provided that if perfection or the effect of perfection or non-perfection or the priority of any Security created under this Agreement on the Pledged Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in any applicable jurisdiction in Canada. "PPSA" means the Personal Property Security Act or such other applicable legislation (including, the Civil Code of Quebec) in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority;
- (k) "Proceeds" has the meaning ascribed thereto in the PPSA;
- (l) "Secured Obligations" means any and all indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Pledged Entity or the Pledgors to the Lender under or in connection with this Agreement and the payment of all reasonable costs and expenses incurred by the Lender in enforcing any rights under this Agreement; and
- (m) "STA" means the *Securities Transfer Act* (British Columbia), as from time to time in effect, and includes all regulations from time to time made under such legislation.

3. Pledge. The Pledgors hereby pledge, mortgage, charge, hypothecate, assign, transfer, deliver and set over to the Lender and grants to the Lender a first priority security interest in, all of the following (collectively, the "Pledged Collateral"):

(a) all of the issued and outstanding securities, investment property, units, trust units, partnership, membership and other equity interests, participations, investment certificates, notes, or other ownership or profit interests in or of the Pledged Entity, including, without limitation, the securities described in Schedule "A" hereto (collectively, "Ownership Interests"), all warrants, options or other rights for the purchase or acquisition from the Pledged Entity of Ownership Interests in the Pledged Entity, all of the securities convertible into or exchangeable for Ownership Interests in the Pledged Entity or warrants, rights or options for the purchase or acquisition from the Pledged Entity of Ownership Interests, and all of the other ownership or profit interests in the Pledged Entity, including, without limitation, partnership, member or trust interests therein, whether voting or non-voting, and whether or not such Ownership Interests are outstanding on any date of determination, in each case that are now or from time to time hereafter held by the Pledgors (the "Pledged Securities");

(b) all certificates and other instruments and agreements from time to time representing or evidencing the Pledged Securities, together with all claims, rights, privileges, authority and powers of the Pledgors relating to the Pledged Securities, and all income, dividends, interest, distributions, cash, instruments and other property or Proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities;

(c) such portion, as determined by the Lender as provided in Section 9(d) below, of any additional Securities from time to time acquired by the Pledgors in the capital of the Pledged Entity in any manner, including any options, warrants or other rights for the purchase and acquisition of Ownership Interests in the capital of the Pledged Entity, which shares, options, warrants or other rights shall be deemed to be part of the Pledged Securities, and the certificates



and other instruments from time to time representing or evidencing such additional shares, options, warrants or other rights, and all dividends, distributions, cash, instruments and other property or Proceeds from time to time received, receivable or otherwise distributed or distributable in respect of or in exchange for any or all of such additional shares;

(d) all Pledged Securities issued in respect of the securities referred to in subsections (a) through (c) upon any consolidation, amalgamation or merger of the Pledged Entity; and

(e) all Proceeds and products of the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guarantee payable to the Pledgors from time to time with respect to any of the foregoing.

4. Security for Secured Obligations. This Agreement secures, and the Pledged Collateral is security for, the prompt payment in full, whether at stated maturity, by acceleration or otherwise, and performance of the Secured Obligations.

5. Delivery of Pledged Collateral. The Pledgors shall deliver, concurrently with the execution of this Agreement, all certificates and other instruments evidencing the Pledged Collateral to the Lender. The Pledged Securities shall be accompanied by a duly executed transfer power signed in blank by the Pledgors substantially in the form of Schedule "B" hereto.

6. Attachment. The Pledgors each hereby acknowledges (a) value has been given for the pledges, mortgages, charges, hypothecates, assignment, transfer and security interests granted hereunder, (b) the Pledgors have rights in the Pledged Collateral, or in the case of after-acquired Pledged Collateral, will have rights in such after-acquired Pledged Collateral upon acquisition thereof, and (c) the Pledgors and the Lender have not agreed to postpone the time for attachment of the pledges, mortgages, charges, hypothecates, assignment, transfer and security interests granted hereunder.

7. Representations and Warranties. The Pledgors represent and warrant to the Lender as follows:

(a) The Pledged Securities. All information set forth in Schedule "A" relating to the Pledged Securities is accurate and complete.

(b) Copy of Loan Agreement. The Pledgors acknowledge that they have been provided with a duly executed copy of the Loan Agreement including any amendments thereto.

(c) Organization. Inca One Gold Corp. is a company duly incorporated and validly existing under the laws of the Province of British Columbia, Canada and has the capacity to pledge the Pledged Collateral and to incur and perform its obligations under this Agreement. Inca One Gold Corp. has all requisite capacity, power and authority to own, hold under licence or lease its properties necessary for the conduct of its business and to carry on its business as currently conducted.

(d) Authority and Conflict. The Pledgors have the right and power and has taken all necessary action, corporate or otherwise, to be duly authorized and empowered to enter into, execute and deliver this Agreement, and to perform its obligations hereunder. The execution, delivery and performance of this Agreement does not and shall not conflict with or violate any law or regulation applicable to the Pledgors or any order of any Governmental Agency, their constitutional documents, or any agreement or instrument binding on either of them or any of their assets and should there be any conflict, such conflict would not have a Material Adverse

Handwritten signature or initials in the bottom right corner of the page.

Effect, and the execution, delivery and performance of this Agreement shall not result in the imposition of any Security or other encumbrance upon any of the property of the Pledgors under any existing indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument by which the Pledgors or any of its property may be bound or affected.

(e) Binding Obligation and Enforceability. This Agreement has been duly authorized, executed and delivered by the Pledgors and, to the best of their knowledge, constitutes a valid and legally binding obligation of the Pledgors, enforceable against the Pledgors in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles.

(f) Execution and Delivery. This Agreement has been duly executed and delivered by the of the Pledgors.

(g) Non-Violation. The execution and delivery by the Pledgors of this Agreement and the performance of their obligations hereunder do not and will not: (i) contravene, violate, or result in a breach or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any applicable obligations of the Pledgors under: (A) the articles of incorporation, by-laws or any resolutions of the board of directors or shareholders of the Pledgors, (B) any law or regulation applicable to the Pledgors, (C) any judgment, order, writ, injunction or decree of any Governmental Agency having jurisdiction over the Pledgors; or (ii) conflict with any other agreement, or instrument to which the Pledgors is a party or by which the Pledgors or the Pledgors' property may be bound or affected, and should there be any conflict, such conflict would not have a Material Adverse Effect.

(h) No Consents or Approvals. No consent, approval, authorization or other order or other action by and no notice to or filing with, any Governmental Agency or any other Person is required for the pledge by the Pledgors of the Pledged Securities or for the execution, delivery or performance of this Agreement by the Pledgors.

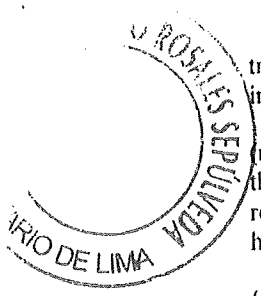
(i) Solvency. The Pledgors are solvent, able to pay their respective debts as they become due and has capital sufficient to carry on its business, now owns property having a value both at fair valuation and at present fair saleable value greater than the amount required to pay their debts, and will not be rendered insolvent by the execution and delivery of this Agreement or any of the finance documents to which they are a party or by completion of the transactions contemplated hereunder or thereunder.

(j) Title. The Pledgors are, and at the time of delivery of the Pledged Securities to the Lender will be, the sole holders of record and the sole beneficial owners of such Pledged Collateral pledged by such Pledgors free and clear of any Security thereon or affecting the title thereto, except for any Security created by this Agreement or by any other finance document.

(k) Validly Issued. All of the Pledged Securities have been duly authorized, validly issued and are fully paid and non-assessable. None of the Pledged Securities have been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(l) Delivery of Certificated Securities. The Pledged Collateral does not include any certificated securities that the Pledgors have not delivered to the Lender. Without limiting the foregoing, all certificates, agreements or instruments representing or evidencing the Pledged Securities in existence on the date hereof have been delivered to the Lender in suitable form for





transfer by delivery or accompanied by duly executed instruments of transfer in the form set out in Schedule "B" hereto.

(m) Control. The Pledgors have taken all action required on its part for control, as defined in the PPSA and the STA, to have been obtained by the Lender over all Pledged Collateral with respect to which such control may be obtained under the PPSA. No Person other than the Lender has control or possession of all or any part of the Pledged Collateral.

(n) Ownership of Pledged Securities. All of the Pledged Securities are presently owned by the Pledgors and are presently represented by the certificates listed on Schedule "A" hereto. As of the date hereof, there are no existing options, warrants or other rights of any character whatsoever relating to the Pledged Securities.

(o) Security Interest. The pledge, mortgage, charge, assignment, transfer and delivery of the Pledged Collateral pursuant to this Agreement creates, to the best of the Pledgors' knowledge, a valid security interest on and a perfected security interest in favour of the Lender in the Pledged Collateral and the Proceeds thereof, securing the payment of the Secured Obligations, subject to no other Security, except the Security created by this Agreement or by any other finance document.

8. Survival of Representations and Warranties. All agreements, representations, warranties and covenants made by the Pledgors in this Agreement are material, will be considered to have been relied on by the Lender and the Finance Parties and will survive the execution and delivery of this Agreement, any investigation made at any time by or on behalf of the Lender and the Finance Parties, or any disposition or payment of the Secured Obligations until repayment and performance in full of the Secured Obligations and termination of all rights of the Pledged Entity that, if exercised, would result in the existence of Secured Obligations. Except for representations and warranties expressed herein to be made as of a specific date, the representations and warranties contained herein will be repeated and deemed to be repeated by the Pledgors as being true and correct in every material respect in the same manner as such are deemed to be repeated in the Loan Agreement.

9. Covenants. The Pledgors covenant and agree with the Lender that until the Secured Obligations are satisfied in full to the complete satisfaction of the Lender:

(a) Restriction on Transfer and Other Security Interests. Without the prior written consent of the Lender, such Pledgors will not, directly or indirectly, sell, assign, transfer, pledge, or otherwise encumber any of their rights in or to the Pledged Collateral, or any unpaid dividends, interest or other distributions or payments with respect to the Pledged Collateral or grant a Security in the Pledged Collateral, except in favour of the Lender.

(b) Further Instruments. Such Pledgors will, at their expense, promptly execute, authorize, acknowledge and deliver all such instruments and take all such actions as the Lender from time to time may request in order to ensure to the Lender the benefits of the Security in and to the Pledged Collateral intended to be created by this Agreement, including the filing of any necessary financing or continuation statements, which may be filed by the Lender with or without the signature or consent of such Pledgors, and will cooperate with the Lender, at such Pledgors' expense, in obtaining all necessary approvals and making all necessary filings under law in connection with such Security or any sale or transfer of the Pledged Collateral. Without limiting the generality of the foregoing, such Pledgors ratify and authorize the filing by the Lender of any financing statements filed prior to the date hereof. Such Pledgors will join with the Lender in notifying any third party who has possession of any Pledged Collateral of the Lender's security

interest therein and obtaining an acknowledgment from the third party that is holding the Pledged Collateral for the benefit of the Lender.

(c) Preservation of Title and Security. Such Pledgors have and will defend the title to the Pledged Collateral and the Security of the Lender in the Pledged Collateral against the claim of any Person and will maintain and preserve such Security.

(d) Additional Shares. Such Pledgors will, upon obtaining ownership of any additional Ownership Interests, or options, warrants or other rights in respect thereof, which Ownership Interests are not already Pledged Collateral, promptly, and in any event within three Business Days, deliver to the Lender a Pledge Amendment, duly executed by such Pledgors and acknowledged by the Pledged Entity in substantially the form of Schedule "C" hereto (a "Pledge Amendment") in respect of any such additional Ownership Interests pursuant to which such Pledgors shall pledge to the Lender all of such additional Ownership Interests. Such Pledgors hereby authorize the Lender to attach each Pledge Amendment to this Agreement and agree that all Pledged Securities listed on any Pledge Amendment delivered to the Lender shall for all purposes hereunder be considered Pledged Securities and shall form part of the Pledged Collateral.

(e) Control over Pledged Collateral. If at any time the Pledged Collateral constitutes a "security" or "security entitlement" as defined in the PPSA, such Pledgors shall, or shall permit the Lender to, promptly take all actions necessary or appropriate to cause the Lender to have sole and exclusive control, as such term is defined in the PPSA, over the Pledged Collateral and at all times such Pledgors shall take, or shall permit the Lender to take, all action necessary or appropriate to create, perfect and maintain a first perfected priority security interest in the Pledged Collateral in favour of the Lender.

(f) Notice Regarding Change of Name or Place of Business. Such Pledgors will not, without providing at least 30 days' prior written notice to the Lender, change their legal name, jurisdiction of incorporation, the location of their chief executive office or their principal place of business or amend their constating documents to change the Province or territory in which their registered office is located. Such Pledgors will, prior to any change described in the preceding sentence, take all actions requested by the Lender to maintain the perfection and priority of the Lender's security interest in the Pledged Collateral.

10. Pledgors' Rights. As long as no Event of Default has occurred and is continuing:

(a) the Pledgors have the right, from time to time, to vote and give consents, ratifications and waivers with respect to the Pledged Collateral, or any part thereof for all purposes not inconsistent with the provisions of this Agreement, the Loan Agreement or any other Finance Document; provided that, no vote shall be cast, and no consent, ratification or waiver shall be given or action taken, which could, in the Lender's reasonable judgment, have the effect of detracting from the value of the Pledged Collateral or impairing the position or interest of the Lender in respect of the Pledged Collateral or which would authorize, effect or consent to:

- (i) the dissolution or liquidation, in whole or in part, of the Pledged Entity;
- (ii) the amalgamation, consolidation or merger of the Pledged Entity with any other Person;





- (iii) the sale, disposition or encumbrance of all or substantially all of the assets of the Pledged Entity except for Security in favour of the Lender;
- (iv) any change in the authorized number of shares, the stated capital or the authorized share capital of the Pledged Entity or the issuance of any additional shares of its capital or issuance of any options, warrants or other rights in respect thereof except for the issuance of additional shares pursuant to the options and warrants set out in Schedule "D" and the issuance of any additional shares as permitted by the Loan Agreement; or
- (v) the alteration of the voting rights with respect to the capital of the Pledged Entity;

(b) the Pledgors shall be entitled, from time to time, to collect and receive for their own use all cash dividends and interest paid in respect of the Pledged Securities to the extent not in violation of the Loan Agreement other than any and all: (i) dividends and interest paid or payable other than in cash in respect of any Pledged Collateral, and instruments and other property received, receivable or otherwise distributed or distributable in respect of, or in exchange for, any Pledged Collateral; (ii) dividends and other distributions paid or payable in cash in respect of any Pledged Securities in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid in capital of the Pledged Entity; and (iii) cash paid, payable or otherwise distributed or distributable, in respect of principal of, or in redemption of or in exchange for any Pledged Collateral; provided that, until actually paid all rights to such distributions shall remain subject to the Security created by this Agreement; and

(c) all dividends and interest, other than such cash dividends and interest as are permitted to be paid to the Pledgors in accordance with Section 10(b), and all other distributions in respect of any of the Pledged Securities whenever paid or made, shall be delivered to the Lender to hold as Pledged Collateral and shall, if received by the Pledgors, be received in trust for the benefit of the Lender, be segregated from the other property or funds of the Pledgors, and be forthwith delivered to the Lender as Pledged Collateral in the same form, as so received (with any necessary endorsement).

11. Remedies: Proxy.

(a) Upon the occurrence of an Event of Default which is continuing the Lender (personally or through an Lender) is hereby authorized and empowered to, in addition to any rights that may be afforded to the Lender or any of the Finance Parties under applicable law:

- (i) transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral;
- (ii) exchange certificates or instruments representing or evidencing the Pledged Collateral for certificates or instruments of smaller or larger denominations;
- (iii) exercise the voting and consent, ratification and waiver rights, and all other rights as a holder with respect to the Pledged Collateral;
- (iv) collect and receive all cash dividends, interest, principal and other distributions made on the Pledged Collateral;
- (v) sell in one or more sales the whole or any part of the Pledged Collateral; and

- (vi) otherwise act with respect to the Pledged Collateral as though the Lender was the outright owner thereof.

and any right that the Pledgors would have otherwise retained pursuant to Section 10 to do any of the acts set forth in this Section 11(a) shall immediately cease.

Any sale shall be made at a public or private sale, either for cash or upon credit or for future delivery at such price as the Lender may deem fair, and Lender or any of the Finance Parties may be the purchaser or purchasers of the whole or any part of the Pledged Collateral and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Pledged Collateral or any part thereof payable at such sale, and may hold the same thereafter in its own right free from any claim of the Pledgors or any right of redemption. Each sale shall be made to the highest bidder, but the Lender reserves the right to reject any and all bids at such sale which, in its sole discretion, the Lender deems inadequate. Demands of performance, except as otherwise herein specifically provided for, notices of sale, advertisements and the presence of property at sale are hereby waived to the extent permitted by law and any sale hereunder may be conducted by an auctioneer or any owner or Lender of the Lender. The Lender shall apply the net Proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Secured Obligations as provided in the Loan Agreement, and only after so paying over such net Proceeds, and after the payment by the Lender of any other amount required by any provision of law, need the Lender account for the surplus, if any, to the Pledgors. The Pledgors shall, at their joint cost and expense, from time to time execute and deliver to the Lender all such instruments as the Lender may request in order to permit the Lender to exercise the rights which it may be entitled to exercise under this Section 11(a) and to receive all distributions which it may be entitled to receive under Section 11(a).

(b) The Pledgors hereby irrevocably constitute and appoint the Lender, and each officer or Lender of the Lender, as the proxy and attorney-in-fact of the Pledgors with respect to the Pledged Collateral, including the right to vote the Pledged Securities, with full power of substitution to do so, all in accordance with the provisions of this Agreement. Upon the occurrence and during the continuance of an Event of Default, the appointment of the Lender as proxy and attorney-in-fact is coupled with an interest and shall be irrevocable until the payment in full of the Secured Obligations. In addition to the right to vote the Pledged Securities, the appointment of the Lender as proxy and attorney-in-fact includes the right to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Securities would be entitled (including giving or withholding written consent of shareholders, calling special meetings of shareholders and voting at such meetings). Such proxy shall be effective automatically and without the necessity of any action (including any transfer or any Pledged Securities on the books and records of the Pledged Entity) by any Person (including any officer or Lender thereof) upon the occurrence of an Event of Default. Notwithstanding the foregoing, the Lender shall not have any duty to exercise any such right or to preserve the same and shall not be liable for any failure to do so or for any delay in doing so.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender shall have, in addition to all other rights and remedies granted to it in this Agreement, the Loan Agreement, any other Finance Document or any other document, instrument or agreement delivered in connection thereto, all rights and remedies of a secured party under the PPSA and other laws. The Pledgors recognize that the Lender may be unable to make a public sale of any or all of the Pledged Collateral by reason of prohibitions contained in applicable securities laws or

A handwritten signature in cursive script, followed by the initials 'ln' written below it.



otherwise, and expressly agrees that a private sale to a restricted group of purchasers for investment and not with a view to any distribution thereof shall be considered a commercially reasonable sale. The Lender shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Pledged Collateral so sold, free of any right or equity of redemption, which right or equity of redemption the Pledgors hereby release to the extent permitted by law.

(d) The Pledgors agree, to the maximum extent permitted by law, that following the occurrence of an Event of Default, the Pledgors will not at any time plead, claim or take the benefit of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force in order to prevent or delay the enforcement of this Agreement, or the absolute sale of the whole or any part of the Pledged Collateral or the possession thereof by any purchaser at any sale hereunder, and the Pledgors each waive the benefit of all such laws to the extent it lawfully may do so. The Pledgors agree that they will not interfere with any right, power and remedy of the Lender provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Lender of any one or more of such rights, powers or remedies. No failure or delay on the part of the Lender to exercise any such right, power or remedy and no notice or demand which may be given to or made upon the Pledgors by the Lender with respect to any such remedies operate as a waiver thereof, or limit or impair the Lender's right to take any action or to exercise any power or remedy hereunder without notice or demand, or prejudice its rights as against the Pledgors in any respect.

(e) The Pledgors further agree that a breach of any of the covenants contained in this Section 11 will cause irreparable injury to the Lender, that the Lender have no adequate remedy at law in respect of such breach and, as a consequence, agrees that each and every covenant contained in this Section 11 be specifically enforceable against the Pledgors, and the Pledgors hereby waive and agree not to assert any defenses against an action for specific performance of such covenants except for a defense that the Secured Obligations are not then due and payable in accordance with the agreements and instruments governing and evidencing such obligations.

(f) Any amounts properly due under this Section 11 will form part of the Secured Obligations and will be secured by the mortgages, charges and security interests created by this Agreement and will be deducted from any Proceeds of the Pledged Collateral.

(g) Until the Secured Obligations shall be satisfied in full, the Pledgors shall not have, and shall not directly or indirectly exercise: (i) any rights that it may acquire by way of subrogation under or in respect of this Agreement or otherwise, or (ii) any rights of contribution, indemnification, reimbursement or similar suretyship claims arising out of this Agreement.

12. Limitation on the Lender's Duty in Respect of Pledged Collateral. Except as expressly provided by law, the Lender's duty as to any Pledged Collateral in its possession or control or in the possession or control of any Lender or nominee of the Lender or as to any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto shall be limited to the same degree of care as the Lender would exercise with respect to similar property of its own of similar value held in the same place. Nothing set forth in this Agreement, nor the exercise by the Lender of any of the rights and remedies hereunder, shall relieve of the Pledgors from the performance of any obligation of the Pledgors to be performed or observed in respect of any of the Pledged Collateral. Nothing in this Agreement shall make the Lender or any Lender liable to observe or perform any term of any agreement to which the Pledgors are a party or by which the Pledgors or the Pledged Collateral a bound, or make the Lender a mortgagee in possession.

13. Waiver.

(a) No delay on the Lender's part in exercising any power of sale, option or other right hereunder, and no notice or demand which may be given to or made upon the Pledgors by the Lender with respect to any power of sale, option or other right hereunder, shall constitute a waiver thereof, or limit or impair the Lender's right to take any action or to exercise any power of sale, option, or any other right hereunder, without notice or demand, or prejudice the Lender's rights as against the Pledgors in any respect. Except to the extent that the Lender has specifically and expressly waived such remedies in this Agreement or otherwise in writing, the rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. The Lender may resort to and realize on the Pledged Collateral simultaneously with any acts or proceedings initiated by the Lender in its sole and conclusive discretion to resort to or realize upon any other sources of repayment of the Secured Obligations, including collateral granted by other security agreements and the personal liability of the Pledgors and any person or corporation which has guaranteed repayment of the Secured Obligations.

(b) The Pledgors waive and agree not to assert: (i) any right to require the Lender to proceed against guarantor or any other person, to proceed against or exhaust any other security held for the Secured Obligations or to pursue any other right, remedy, power or privilege of the Lender whatsoever; (ii) the defense of the statute of limitations in any action hereunder or for the collection or performance of the Secured Obligations; (iii) any defense arising by reason of any lack of corporate or other authority or any other defense of such Pledgors or any other person; (iv) any defense based upon an election of remedies, including, if available, an election to proceed by non-judicial foreclosure, which destroys or impairs the subrogation rights of such Pledgors or the right of such Pledgors to proceed against any other obligor of the Secured Obligations for reimbursement; (v) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by law limiting the liability of or exonerating guarantors or sureties or which may conflict with the terms of this Agreement.

14. Obligations Absolute. All rights of the Lender hereunder and all obligations of the Pledgors hereunder shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Loan Agreement or any other finance documents or any other agreement, instrument or document governing or evidencing any Secured Obligations;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement, any other Finance Document or any other agreement, instrument or document governing or evidencing any Secured Obligations;

(c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guarantee, for all or any of the Secured Obligations;

(d) the insolvency, dissolution or liquidation of the Pledged Entity or of any of the Pledgors;

(e) any other circumstance which might otherwise constitute a defense available to or a discharge of the Pledgors; or



any claim, defense, counterclaim or setoff, other than that of prior performance, that the Pledged Entity, Pledgors or any other Person may have or assert.

15. Performance by Lender of Pledgors' Obligations. If the Pledgors fail to perform or comply with any of their obligations under this Agreement, the Lender may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Lender incurred in connection with any such performance or compliance will form part of the Secured Obligations and will be secured by the mortgages, charges and security interests created by this Agreement and will be deducted from any Proceeds of the Pledged Collateral.

16. Release. The Pledgors each hereby consent and agree that the Lender may at any time, or from time to time, in its sole discretion:

(a) renew, extend or change the time of payment, and/or the manner, place or terms of payment of all or any part of the Secured Obligations: and

(b) exchange, release and/or surrender all or any of the Pledged Collateral, or any part thereof, by whomsoever deposited, which is now or may hereafter be held by the Lender in connection with all or any of the Secured Obligations, all in such manner and upon such terms as the Lender may deem proper, and without notice to or further assent from such Pledgors, it being hereby agreed that such Pledgors shall be and remain bound upon this Agreement, irrespective of the value or condition of any of such Pledged Collateral, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, renewal or extension, and notwithstanding also that the Secured Obligations may, at any time, exceed the aggregate principal amount thereof set forth in the Loan Agreement or any other finance documents. The Pledgors hereby waive notice of acceptance of this Agreement, and also presentment, demand, protest and notice of dishonour of any and all of the Secured Obligations, and promptness in commencing suit against any party hereto or liable hereon, and in giving any notice to or of making any claim or demand hereunder upon such Pledgors. In the absence of gross negligence or wilful misconduct, no act or omission of any kind on the Lender's part shall in any event affect or impair this Agreement.

17. Termination. Immediately following the payment in full of the Secured Obligations, and upon the Lender not being under any further obligation to extend credit or provide other financial accommodation to the Pledged Entity, the Pledgors may request in writing that the Lender, at the expense of the Pledged Entity, deliver to the Pledgors the Pledged Collateral pledged by the Pledgors at the time subject to this Agreement and all instruments of assignment executed in connection therewith, free and clear of the Security hereof and except as otherwise provided herein, all of the Pledgors' obligations hereunder shall at such time terminate.

18. Expenses. The amount of all expenses incurred in recovering any Secured Obligations or in enforcing the security hereby constituted including the expenses incurred in connection with the repossession, holding, repairing, processing, preparing for disposition and disposing of any of the Pledged Collateral (including reasonable legal expenses, receiver's fees and expenses, and other expenses), including interest thereon from the date of the incurring of such expenses at the rate or rates of interest set out in the Loan Agreement, will form part of the Secured Obligations and will be secured by the mortgages, charges and security interests created by this Agreement and will be deducted from any Proceeds of the Pledged Collateral and, for certainty, the Lender shall not have recourse to any other assets of the Pledgors, save and except for the gross negligence and wilful misconduct of the Pledgors.

19. Notices. All written notices and other written communications with respect to this Agreement shall be sent by ordinary or registered mail, electronic delivery, by telecopy, or delivered in person as follows:

(i) in the case of the Lender to it at:

Party: OCIM Metals & Mining SA
 Address: Route de Chêne, 30, 1208 – Geneva (Switzerland)
 Attention: Laurent Mathiot
 E-mail: laurent.mathiot@ocim.eu

(ii) in the case of the Pledgors at:

Party: Inca One Gold Corp., Dynasty One Mining S.A. and Edward John Kelly
 Address: 1140 W Pender St #850, Vancouver, BC V6E 4G1, Canada
 Attention: Kevin Hart
 Email: khart@incaone.com

The notice or other communication so sent shall be deemed to be received on the day of personal delivery or telecopy, or if mailed, three days following the date of such mailing.

20. Acknowledgement of Receipt/Waiver. The Pledgors, to the extent permitted by law, waive the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

21. Interpretation. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

22. Time of the Essence. Time shall be of the essence of this Agreement.

23. Severability. If any provision hereof is determined to be void, voidable or unenforceable, in whole or in part, such determination shall to the extent permitted by law, not affect or impair or be deemed to affect or impair the validity of any other provision hereof and all provisions hereof are hereby declared to be separate, severable and distinct.

24. Successors and Assigns. This Agreement shall be binding upon the Pledgors and its respective successors and assigns and shall enure to the benefit of the Lender and its successors and assigns.

25. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Pledgors hereby submits and attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia. To the extent permitted by law, the Pledgors irrevocably waives any objection, including any claim of *forum*

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non-conueniens, that the Pledgors may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in courts of such province.

26. Electronic Signature: Counterparts. Delivery of this Agreement by electronic transmission, including facsimile, portable document format (.PDF), and other electronic transmissions, shall be deemed to constitute valid execution and effective delivery. If requested by the Lender, the Pledgors shall deliver their respective original executed copies of this Agreement to the Lender forthwith upon delivery of the electronic copy. This Agreement may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

27. Copy of Agreement. The Pledgors hereby acknowledge receipt of a fully executed copy of this Agreement by evidence of their signatures hereto.

28. Independent Advice. The Pledgors hereby acknowledges and agrees that it has taken all the necessary steps to consider this Agreement and have obtained, or have freely chosen not to obtain, independent professional legal, tax, accounting, and such other advice as may be necessary concerning the interpretation and effect of this Agreement.

29. Limitation Periods. To the extent that any limitation period applies to any claim for payment of the Secured Obligations or remedy for enforcement of the Secured Obligations, the Pledgors agree that:

- (a) any limitation period is expressly excluded and waived entirely if permitted by applicable law;
- (b) if a complete exclusion and waiver of any limitation period is not permitted by applicable law, any limitation period is extended to the maximum length permitted by applicable law;
- (c) any applicable limitation period shall not begin before an express demand for payment of the Secured Obligations is made in writing by the Lender to the Pledgors;
- (d) any applicable limitation period shall begin afresh upon any payment or other acknowledgment of the Secured Obligations by the Pledgors; and
- (e) this Agreement is a "business agreement" as defined in the *Limitation Act* (British Columbia).

30. Paramountcy. In the event of any conflict, inconsistency, ambiguity or difference between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern and be paramount.

[Remainder of page intentionally left blank. Signature page follows.]




ln

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

INCA ONE GOLD CORP.

By: 
Name: Edward Kelly
Title: President & CEO

DYNASTY ONE MINING S.A.

By: 
Name: Edward Kelly
Title:


EDWARD JOHN KELLY



IN WITNESS WHEREOF, the Lender has executed this Agreement as of the date first above written.

OCIM METALS & MINING SA

By: 
Name: Laurent Mathiot
Title: CEO

SCHEDULE "A"
PLEGGED SECURITIES

18
FERNANDEZ

Pledged Entity	Pledgor	Class of Shares	Share Certificate Number(s)	Number of Shares	Percentage of Outstanding Shares
Chala One S.A.C.	Inca One Gold Corp.	Registered Shares with a nominal value of S / 1.00 each	No. 8	100,000	99.009901%
Chala One S.A.C.	Edward John Kelly	Registered Shares with a nominal value of S / 1.00 each	No. 4	1	0.0009901%
Chala One S.A.C.	Dynasty One Mining S.A.	Registered Shares with a nominal value of S / 1.00 each	No. 5	999	0.98910891%


ln

**SCHEDULE "B"
FORM SHARE TRANSFER POWER**



FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto [●], [●] shares in Chala One S.A.C. standing in the name of the undersigned on the books of the said corporation represented by certificate number(s) [●], together with all renewals thereof, substitutions therefor, accretions thereto and Proceeds thereof (all of which are hereinafter collectively referred to as the "Securities") and hereby irrevocably constitutes and appoints any one officer of [●] as the attorney of the undersigned to transfer the said Securities on the books of the said corporation with full power of substitution in the premises.

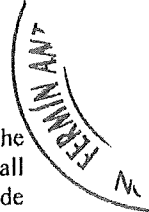
THE UNDERSIGNED shall, from time to time at the request of [●], do such further acts and execute all such further deeds and instruments as shall be necessary to fully perform and carry out the terms and intent of this Share Transfer Power.

DATED this ____ day of _____, 2022.

[●]

By: _____
Name:
Title:

**SCHEDULE "C"
PLEDGE AMENDMENT**



This Pledge Amendment, dated as of [●] is delivered pursuant to Section 9(d) of the Pledge Agreement referred to below. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Pledge Agreement dated the [●] day of [●], 2022 made by, among others, the undersigned, as Pledgor, to and in favour of [●] (as the same may be amended, supplemented, extended or restated from time to time, the "Pledge Agreement"). The undersigned hereby certifies that the representations and warranties in Section 7 of the Pledge Agreement are and continue to be true and correct as to the shares, options, warrants or other rights pledged prior to this Pledge Amendment and as to the shares, options, warrants or other rights pledged pursuant to this Pledge Amendment. The undersigned further agrees that this Pledge Amendment may be attached to the Pledge Agreement and that the Pledged Securities listed on this Pledge Amendment shall be and become a part of the Pledged Collateral referred to in the Pledge Agreement and shall secure all Secured Obligations referred to in the Pledge Agreement. The undersigned acknowledges that any shares, options, warrants or other rights not included in the Pledged Collateral at the sole discretion of the Lender may not otherwise be pledged by the Pledgor to any other Person or otherwise used as security for any obligations other than the Secured Obligations.

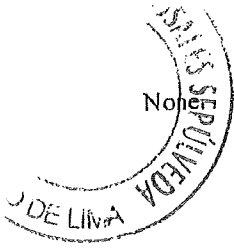
[Insert appropriate pledgor]

By: _____
Name:
Title:

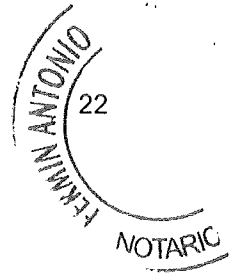
ADDITIONAL PLEDGED SECURITIES

Pledged Entity	Class of Shares/ Other Interests	Certificate Number(s)	Number of Shares or Other Interests

SCHEDULE "D"
OUTSTANDING OPTIONS AND WARRANTS



Handwritten initials or a signature, possibly 'JD', located in the bottom right corner of the page.



This is Exhibit " B " referred to in the affidavit of Luis Saenz sworn before me at Lima, Peru this 20th day of September 2024

A Notary Authorized to take oaths in Peru



CERTIFICACIÓN

FERMIN ANTONIO ROSALES SEPULVEDA - NOTARIO DE LIMA, CERTIFICO: LA AUTENTICIDAD DE LA FIRMA DE LUIS FRANCISCO SAENZ ROCHA, CON CE N°000248056; DOY FE. _____

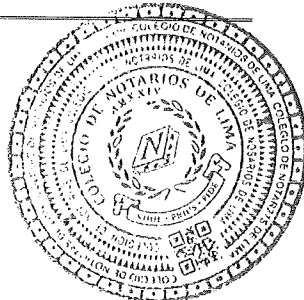
A SOLICITUD DE QUIEN EXTIENDO LA PRESENTE LEGALIZACIÓN.- SE LEGALIZA LA FIRMA MAS NO ASUMO RESPONSABILIDAD DEL CONTENIDO DEL DOCUMENTO, DE LO QUE DOY FE. _____

LIMA, VEINTE DE SEPTIEMBRE DEL DOS MIL VEINTICUATRO _____

// YSA / X SP // 64003// 00102202400064003 //

Fermin Antonio Rosales Sepulveda
NOTARIO DE LIMA

NOTARIA
ROSALES SEPULVEDA



SHARE PLEDGE AGREEMENT

granted by

KEVIN RYAN HART and EDWARD JOHN KELLY
as Pledgors

in favour of

OCIM METALS & MINING SA
as Lender

Dated as of October 14, 2022

**Baker
McKenzie.**

181 Bay Street, Suite 2100
Toronto, Ontario M5J 2T3
Canada

KH

en

SHARE PLEDGE AGREEMENT

THIS SHARE PLEDGE AGREEMENT dated as of October 14, 2022 (as the same may be amended, supplemented, extended or restated from time to time, this "Agreement") is granted by Edward John Kelly, an individual resident in the Province of British Columbia, Canada and Kevin Ryan Hart, an individual resident in the Province of British Columbia (each a "Pledgors" and collectively the "Pledgor"), in favour of OCIM METALS & MINING SA (the "Lender").

RECEIVED
 OCT 14 2022
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RECITALS

WHEREAS, pursuant to, and subject to the terms and conditions set forth in that certain Gold Loan Agreement dated as of the date hereof between the Lender, Inca One Gold Corp., Chala One S.A.C and Corizona One S.A.C. ("Corizona" or the "Pledged Entity"), as the same may be amended, supplemented, restated or extended from time to time, (the "Loan Agreement"), the Lender has agreed to extend certain loans, advances and other financial accommodations to the Pledged Entity in order to provide for working capital in accordance with the Loan Agreement terms;

AND WHEREAS in order to induce the Lender to enter into the Loan Agreement, the Pledgors have agreed to pledge to the Lender all of the Pledgors' right, title and interest in the Pledged Collateral pursuant to the terms hereof.


AGREEMENT

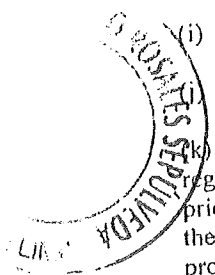
NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors agrees as follows:

1. Terms Defined by Reference. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement, and terms defined in the PPSA or STA (each as defined below) which are not otherwise defined in this Agreement or the Loan Agreement are used herein as defined in the PPSA or STA, as applicable.

2. Definitions of Certain Terms Used Herein. As used in this Agreement, the following terms shall have the following meanings:

- (a) "Agreement" has the meaning given to it in the Preamble to this Agreement;
- (b) "Corizona" means Corizona One S.A.C.
- (c) "Lender" has the meaning given to it in the Recitals to this Agreement;
- (d) "Loan Agreement" has the meaning given to it in the Recitals to this Agreement;
- (e) "Ownership Interests" has the meaning given to it in Section 3(a);
- (f) "Pledge Amendment" has the meaning given to it in Section 9(d);
- (g) "Pledged Collateral" has the meaning given to it in Section 3;
- (h) "Pledged Entity" has the meaning given to it in the Recitals to this Agreement;


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(i) "Pledged Securities" has the meaning given to it in Section 3(a);

"Pledgors" has the meaning given to it in the Preamble to this Agreement;

(j) "PPSA" means the *Personal Property Security Act* (British Columbia), including the regulations thereto, provided that if perfection or the effect of perfection or non-perfection or the priority of any Security created under this Agreement on the Pledged Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in any applicable jurisdiction in Canada, "PPSA" means the Personal Property Security Act or such other applicable legislation (including, the Civil Code of Quebec) in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority;

(l) "Proceeds" has the meaning ascribed thereto in the PPSA;

(m) "Secured Obligations" means any and all indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Pledged Entity or the Pledgors to the Lender under or in connection with this Agreement and the payment of all reasonable costs and expenses incurred by the Lender in enforcing any rights under this Agreement; and


(n) "STA" means the *Securities Transfer Act* (British Columbia), as from time to time in effect, and includes all regulations from time to time made under such legislation.

3. Pledge. The Pledgors hereby pledge, mortgage, charge, hypothecate, assign, transfer, deliver and set over to the Lender and grants to the Lender a first priority security interest in, all of the following (collectively, the "Pledged Collateral"):

(a) all of the issued and outstanding securities, investment property, units, trust units, partnership, membership and other equity interests, participations, investment certificates, notes, or other ownership or profit interests in or of the Pledged Entity, including, without limitation, the securities described in Schedule "A" hereto (collectively, "Ownership Interests"), all warrants, options or other rights for the purchase or acquisition from the Pledged Entity of Ownership Interests in the Pledged Entity, all of the securities convertible into or exchangeable for Ownership Interests in the Pledged Entity or warrants, rights or options for the purchase or acquisition from the Pledged Entity of Ownership Interests, and all of the other ownership or profit interests in the Pledged Entity, including, without limitation, partnership, member or trust interests therein, whether voting or non-voting, and whether or not such Ownership Interests are outstanding on any date of determination, in each case that are now or from time to time hereafter held by the Pledgors (the "Pledged Securities");

(b) all certificates and other instruments and agreements from time to time representing or evidencing the Pledged Securities, together with all claims, rights, privileges, authority and powers of the Pledgors relating to the Pledged Securities, and all income, dividends, interest, distributions, cash, instruments and other property or Proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities;

(c) such portion, as determined by the Lender as provided in Section 9(d) below, of any additional Securities from time to time acquired by the Pledgors in the capital of the Pledged Entity in any manner, including any options, warrants or other rights for the purchase and


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acquisition of Ownership Interests in the capital of the Pledged Entity, which shares, options, warrants or other rights shall be deemed to be part of the Pledged Securities, and the certificates and other instruments from time to time representing or evidencing such additional shares, options, warrants or other rights, and all dividends, distributions, cash, instruments and other property or Proceeds from time to time received, receivable or otherwise distributed or distributable in respect of or in exchange for any or all of such additional shares;

(d) all Pledged Securities issued in respect of the securities referred to in subsections (a) through (c) upon any consolidation, amalgamation or merger of the Pledged Entity; and

(e) all Proceeds and products of the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guarantee payable to the Pledgors from time to time with respect to any of the foregoing.

4. Security for Secured Obligations. This Agreement secures, and the Pledged Collateral is security for, the prompt payment in full, whether at stated maturity, by acceleration or otherwise, and performance of the Secured Obligations.

5. Delivery of Pledged Collateral. The Pledgors shall deliver, concurrently with the execution of this Agreement, all certificates and other instruments evidencing the Pledged Collateral to the Lender. The Pledged Securities shall be accompanied by a duly executed transfer power signed in blank by the Pledgors substantially in the form of Schedule "B" hereto.

6. Attachment. The Pledgors each hereby acknowledge: (a) value has been given for the pledges, mortgages, charges, hypothecates, assignment, transfer and security interests granted hereunder, (b) the Pledgors have rights in the Pledged Collateral, or in the case of after-acquired Pledged Collateral, will have rights in such after-acquired Pledged Collateral upon acquisition thereof, and (c) the Pledgors and the Lender have not agreed to postpone the time for attachment of the pledges, mortgages, charges, hypothecates, assignment, transfer and security interests granted hereunder.

7. Representations and Warranties. The Pledgors represent and warrant to the Lender as follows:

(a) The Pledged Securities. All information set forth in Schedule "A" relating to the Pledged Securities is accurate and complete.

(b) Copy of Loan Agreement. The Pledgors acknowledge that they have been provided with a duly executed copy of the Loan Agreement including any amendments thereto.

(c) Organization. The Pledgor are individuals resident in the Province of British Columbia, Canada and have the capacity to pledge the Pledged Collateral and to incur and perform their obligations under this Agreement.

(d) Authority and Conflict. The Pledgors have taken all necessary action to enter into, execute and deliver this Agreement, and to perform their obligations hereunder. The execution, delivery and performance of this Agreement does not and shall not conflict with or violate any law or regulation applicable to the Pledgors or any order of any Governmental Agency or any agreement or instrument binding on either of them or any of their assets and should there be any conflict, such conflict would not have a Material Adverse Effect, and the execution, delivery and performance of this Agreement shall not result in the imposition of any Security or other encumbrance upon any of the property of the Pledgors under any existing indenture, mortgage,


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head of trust, loan or credit agreement or other agreement or instrument by which the Pledgors or any of their property may be bound or affected.

Binding Obligation and Enforceability. This Agreement has been duly executed and delivered by the Pledgors and, to the best of their knowledge, constitutes a valid and legally binding obligation of the Pledgors, enforceable against the Pledgors in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles.

(f) Execution and Delivery. This Agreement has been duly executed and delivered by the Pledgors.

(g) Non-Violation. The execution and delivery by the Pledgors of this Agreement and the performance of their obligations hereunder do not and will not: (i) contravene, violate, or result in a breach or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligations of the Pledgors under: (A) any law or regulation applicable to the Pledgors, (B) any judgment, order, writ, injunction or decree of any Governmental Agency having jurisdiction over the Pledgors; or (ii) conflict with any other agreement, or instrument to which the Pledgors is a party or by which the Pledgors or the Pledgors' property may be bound or affected, and should there be any conflict, such conflict would not have a Material Adverse Effect.

(h) No Consents or Approvals. No consent, approval, authorization or other order or other action by and no notice to or filing with, any Governmental Agency or any other Person is required for the pledge by the Pledgors of the Pledged Securities or for the execution, delivery or performance of this Agreement by the Pledgors.

(i) Solvency. The Pledgors are solvent, able to pay their respective debts as they become due and will not be rendered insolvent by the execution and delivery of this Agreement or any of the finance documents to which it is a party or by completion of the transactions contemplated hereunder or thereunder.

(j) Title. The Pledgors are, and at the time of delivery of the Pledged Securities to the Lender will be, the sole holder of record and the sole beneficial owner of such Pledged Collateral pledged by such Pledgors free and clear of any Security thereon or affecting the title thereto, except for any Security created by this Agreement or by any other finance document.

(k) Validly Issued. All of the Pledged Securities have been duly authorized, validly issued and are fully paid and non-assessable. None of the Pledged Securities have been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(l) Delivery of Certificated Securities. The Pledged Collateral does not include any certificated securities that the Pledgors have not delivered to the Lender. Without limiting the foregoing, all certificates, agreements or instruments representing or evidencing the Pledged Securities in existence on the date hereof have been delivered to the Lender in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer in the form set out in Schedule "B" hereto.

(m) Control. The Pledgors have taken all action required on their part for control, as defined in the PPSA and the STA, to have been obtained by the Lender over all Pledged Collateral with

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respect to which such control may be obtained under the PPSA. No Person other than the Lender has control or possession of all or any part of the Pledged Collateral.

(n) Ownership of Pledged Securities. All of the Pledged Securities are presently owned by the Pledgors and are presently represented by the certificates listed on Schedule "A" hereto. As of the date hereof, there are no existing options, warrants or other rights of any character whatsoever relating to the Pledged Securities.

(o) Security Interest. The pledge, mortgage, charge, assignment, transfer and delivery of the Pledged Collateral pursuant to this Agreement creates, to the best of the Pledgors' knowledge, a valid security interest on and a perfected security interest in favour of the Lender in the Pledged Collateral and the Proceeds thereof, securing the payment of the Secured Obligations, subject to no other Security, except the Security created by this Agreement or by any other finance document.

8. Survival of Representations and Warranties. All agreements, representations, warranties and covenants made by the Pledgors in this Agreement are material, will be considered to have been relied on by the Lender and the Finance Parties and will survive the execution and delivery of this Agreement, any investigation made at any time by or on behalf of the Lender and the Finance Parties, or any disposition or payment of the Secured Obligations until repayment and performance in full of the Secured Obligations and termination of all rights of the Pledged Entity that, if exercised, would result in the existence of Secured Obligations. Except for representations and warranties expressed herein to be made as of a specific date, the representations and warranties contained herein will be repeated and deemed to be repeated by the Pledgors as being true and correct in every material respect in the same manner as such are deemed to be repeated in the Loan Agreement.

9. Covenants. The Pledgors covenant and agree with the Lender that until the Secured Obligations are satisfied in full to the complete satisfaction of the Lender:

(a) Restriction on Transfer and Other Security Interests. Without the prior written consent of the Lender, such Pledgors will not, directly or indirectly, sell, assign, transfer, pledge, or otherwise encumber any of their rights in or to the Pledged Collateral, or any unpaid dividends, interest or other distributions or payments with respect to the Pledged Collateral or grant a Security in the Pledged Collateral, except in favour of the Lender.

(b) Further Instruments. Such Pledgors will, at their expense, promptly execute, authorize, acknowledge and deliver all such instruments and take all such actions as the Lender from time to time may request in order to ensure to the Lender the benefits of the Security in and to the Pledged Collateral intended to be created by this Agreement including the filing of any necessary financing or continuation statements, which may be filed by the Lender with or without the signature or consent of such Pledgors, and will cooperate with the Lender, at such Pledgors' expense, in obtaining all necessary approvals and making all necessary filings under law in connection with such Security or any sale or transfer of the Pledged Collateral. Without limiting the generality of the foregoing, such Pledgors ratify and authorize the filing by the Lender of any financing statements filed prior to the date hereof. Such Pledgors will join with the Lender in notifying any third party who has possession of any Pledged Collateral of the Lender's security interest therein and obtaining an acknowledgment from the third party that is holding the Pledged Collateral for the benefit of the Lender.



(c) Preservation of Title and Security. Such Pledgors have and will defend the title to the Pledged Collateral and the Security of the Lender in the Pledged Collateral against the claim of any Person and will maintain and preserve such Security.

(d) Additional Shares. Such Pledgors will, upon obtaining ownership of any additional Ownership Interests, or options, warrants or other rights in respect thereof, which Ownership Interests are not already Pledged Collateral, promptly, and in any event within three Business Days, deliver to the Lender a Pledge Amendment, duly executed by such Pledgors and acknowledged by the Pledged Entity in substantially the form of Schedule "C" hereto (a "Pledge Amendment") in respect of any such additional Ownership Interests pursuant to which such Pledgors shall pledge to the Lender all of such additional Ownership Interests. Such Pledgors hereby authorizes the Lender to attach each Pledge Amendment to this Agreement and agrees that all Pledged Securities listed on any Pledge Amendment delivered to the Lender shall for all purposes hereunder be considered Pledged Securities and shall form part of the Pledged Collateral.

(e) Control over Pledged Collateral. If at any time the Pledged Collateral constitutes a "security" or "security entitlement" as defined in the PPSA, such Pledgors shall, or shall permit the Lender to, promptly take all actions necessary or appropriate to cause the Lender to have sole and exclusive control, as such term is defined in the PPSA, over the Pledged Collateral and at all times such Pledgors shall take, or shall permit the Lender to take, all action necessary or appropriate to create, perfect and maintain a first perfected priority security interest in the Pledged Collateral in favour of the Lender.

(f) Notice Regarding Change of Name or Place of Business. Such Pledgors will not, without providing at least 30 days' prior written notice to the Lender, change their legal name or jurisdiction of residence. Such Pledgors will, prior to any change described in the preceding sentence, take all actions requested by the Lender to maintain the perfection and priority of the Lender's security interest in the Pledged Collateral.

10. Pledgors' Rights. As long as no Event of Default has occurred and is continuing:

(a) the Pledgors have the right, from time to time, to vote and give consents, ratifications and waivers with respect to the Pledged Collateral, or any part thereof for all purposes not inconsistent with the provisions of this Agreement, the Loan Agreement or any other Finance Document; provided that, no vote shall be cast, and no consent, ratification or waiver shall be given or action taken, which could, in the Lender's reasonable judgment, have the effect of detracting from the value of the Pledged Collateral or impairing the position or interest of the Lender in respect of the Pledged Collateral or which would authorize, effect or consent to:

- (i) the dissolution or liquidation, in whole or in part, of the Pledged Entity;
- (ii) the amalgamation, consolidation or merger of the Pledged Entity with any other Person;
- (iii) the sale, disposition or encumbrance of all or substantially all of the assets of the Pledged Entity except for Security in favour of the Lender;
- (iv) any change in the authorized number of shares, the stated capital or the authorized share capital of the Pledged Entity or the issuance of any additional shares of their capital or issuance of any options, warrants or other rights in


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respect thereof except for the issuance of additional shares pursuant to the options and warrants set out in Schedule "D" and the issuance of any additional shares as permitted by the Loan Agreement; or

(v) the alteration of the voting rights with respect to the capital of the Pledged Entity;

(b) the Pledgors shall be entitled, from time to time, to collect and receive for their own use all cash dividends and interest paid in respect of the Pledged Securities to the extent not in violation of the Loan Agreement other than any and all: (i) dividends and interest paid or payable other than in cash in respect of any Pledged Collateral, and instruments and other property received, receivable or otherwise distributed or distributable in respect of, or in exchange for, any Pledged Collateral; (ii) dividends and other distributions paid or payable in cash in respect of any Pledged Securities in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid in capital of the Pledged Entity; and (iii) cash paid, payable or otherwise distributed or distributable, in respect of principal of, or in redemption of or in exchange for any Pledged Collateral; provided that, until actually paid all rights to such distributions shall remain subject to the Security created by this Agreement; and

(c) all dividends and interest, other than such cash dividends and interest as are permitted to be paid to the Pledgors in accordance with Section 10(b), and all other distributions in respect of any of the Pledged Securities whenever paid or made, shall be delivered to the Lender to hold as Pledged Collateral and shall, if received by the Pledgors, be received in trust for the benefit of the Lender, be segregated from the other property or funds of the Pledgors, and be forthwith delivered to the Lender as Pledged Collateral in the same form, as so received (with any necessary endorsement).

11. Remedies; Proxy.

(a) Upon the occurrence of an Event of Default which is continuing the Lender (personally or through a Lender) is hereby authorized and empowered to, in addition to any rights that may be afforded to the Lender or any of the Finance Parties under applicable law:

- (i) transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral;
- (ii) exchange certificates or instruments representing or evidencing the Pledged Collateral for certificates or instruments of smaller or larger denominations;
- (iii) exercise the voting and consent, ratification and waiver rights, and all other rights as a holder with respect to the Pledged Collateral;
- (iv) collect and receive all cash dividends, interest, principal and other distributions made on the Pledged Collateral;
- (v) sell in one or more sales the whole or any part of the Pledged Collateral; and
- (vi) otherwise act with respect to the Pledged Collateral as though the Lender was the outright owner thereof,

and any right that the Pledgors would have otherwise retained pursuant to Section 10 to do any of the acts set forth in this Section 11(a) shall immediately cease.

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Any sale shall be made at a public or private sale, either for cash or upon credit or for future delivery at such price as the Lender may deem fair, and Lender or any of the Finance Parties may be the purchaser or purchasers of the whole or any part of the Pledged Collateral and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Pledged Collateral or any part thereof payable at such sale, and may hold the same thereafter in its own right free from any claim of the Pledgors or any right of redemption. Each sale shall be made to the highest bidder, but the Lender reserves the right to reject any and all bids at such sale which, in its sole discretion, the Lender deems inadequate. Demands of performance, except as otherwise herein specifically provided for, notices of sale, advertisements and the presence of property at sale are hereby waived to the extent permitted by law and any sale hereunder may be conducted by an auctioneer or any owner or Lender of the Lender. The Lender shall apply the net Proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Secured Obligations as provided in the Loan Agreement, and only after so paying over such net Proceeds, and after the payment by the Lender of any other amount required by any provision of law, need the Lender account for the surplus, if any, to the Pledgors. The Pledgors shall, at their joint cost and expense, from time to time execute and deliver to the Lender all such instruments as the Lender may request in order to permit the Lender to exercise the rights which it may be entitled to exercise under this Section 11(a) and to receive all distributions which it may be entitled to receive under Section 11(a).

(b) The Pledgors hereby irrevocably constitute and appoint the Lender, and each officer or Lender of the Lender, as the proxy and attorney-in-fact of the Pledgors with respect to the Pledged Collateral, including the right to vote the Pledged Securities, with full power of substitution to do so, all in accordance with the provisions of this Agreement. Upon the occurrence and during the continuance of an Event of Default, the appointment of the Lender as proxy and attorney-in-fact is coupled with an interest and shall be irrevocable until the payment in full of the Secured Obligations. In addition to the right to vote the Pledged Securities, the appointment of the Lender as proxy and attorney-in-fact includes the right to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Securities would be entitled (including giving or withholding written consent of shareholders, calling special meetings of shareholders and voting at such meetings). Such proxy shall be effective automatically and without the necessity of any action (including any transfer or any Pledged Securities on the books and records of the Pledged Entity) by any Person (including any officer or Lender thereof) upon the occurrence of an Event of Default. Notwithstanding the foregoing, the Lender shall not have any duty to exercise any such right or to preserve the same and shall not be liable for any failure to do so or for any delay in doing so.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender shall have, in addition to all other rights and remedies granted to it in this Agreement, the Loan Agreement, any other Finance Document or any other document, instrument or agreement delivered in connection thereto, all rights and remedies of a secured party under the PPSA and other laws. The Pledgors recognize that the Lender may be unable to make a public sale of any or all of the Pledged Collateral by reason of prohibitions contained in applicable securities laws or otherwise, and expressly agrees that a private sale to a restricted group of purchasers for investment and not with a view to any distribution thereof shall be considered a commercially reasonable sale. The Lender shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Pledged Collateral so sold, free of any right or equity of redemption, which right or equity of redemption the Pledgors hereby releases to the extent permitted by law.



(d) The Pledgors agree, to the maximum extent permitted by law, that following the occurrence of an Event of Default, the Pledgors will not at any time plead, claim or take the benefit of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force in order to prevent or delay the enforcement of this Agreement, or the absolute sale of the whole or any part of the Pledged Collateral or the possession thereof by any purchaser at any sale hereunder, and the Pledgors each waive the benefit of all such laws to the extent it lawfully may do so. The Pledgors agrees that they will not interfere with any right, power and remedy of the Lender provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Lender of any one or more of such rights, powers or remedies. No failure or delay on the part of the Lender to exercise any such right, power or remedy and no notice or demand which may be given to or made upon the Pledgors by the Lender with respect to any such remedies operate as a waiver thereof, or limit or impair the Lender's right to take any action or to exercise any power or remedy hereunder without notice or demand, or prejudice its rights as against the Pledgors in any respect.



(e) Until the Secured Obligations shall be satisfied in full, the Pledgors shall not have, and shall not directly or indirectly exercise: (i) any rights that they may acquire by way of subrogation under or in respect of this Agreement or otherwise, or (ii) any rights of contribution, indemnification, reimbursement or similar suretyship claims arising out of this Agreement.

12. Limitation on the Lender's Duty in Respect of Pledged Collateral. Except as expressly provided by law, the Lender's duty as to any Pledged Collateral in its possession or control or in the possession or control of any Lender or nominee of the Lender or as to any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto shall be limited to the same degree of care as the Lender would exercise with respect to similar property of its own of similar value held in the same place. Nothing set forth in this Agreement, nor the exercise by the Lender of any of the rights and remedies hereunder, shall relieve of the Pledgors from the performance of any obligation of the Pledgors to be performed or observed in respect of any of the Pledged Collateral. Nothing in this Agreement shall make the Lender or any Lender liable to observe or perform any term of any agreement to which the Pledgors is a party or by which the Pledgors or the Pledged Collateral is bound, or make the Lender a mortgagee in possession.

13. Waiver.

(a) No delay on the Lender's part in exercising any power of sale, option or other right hereunder, and no notice or demand which may be given to or made upon the Pledgors by the Lender with respect to any power of sale, option or other right hereunder, shall constitute a waiver thereof, or limit or impair the Lender's right to take any action or to exercise any power of sale, option, or any other right hereunder, without notice or demand, or prejudice the Lender's rights as against the Pledgors in any respect. Except to the extent that the Lender has specifically and expressly waived such remedies in this Agreement or otherwise in writing, the rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. The Lender may resort to and realize on the Pledged Collateral simultaneously with any acts or proceedings initiated by the Lender in its sole and conclusive discretion to resort to or realize upon any other sources of repayment of the Secured Obligations, including collateral granted by other security agreements and the personal liability of the Pledgors and any person or corporation which has guaranteed repayment of the Secured Obligations.

(b) The Pledgors waives and agree not to assert: (i) any right to require the Lender to proceed against guarantor or any other person, to proceed against or exhaust any other security held for

the Secured Obligations or to pursue any other right, remedy, power or privilege of the Lender whatsoever; (ii) the defense of the statute of limitations in any action hereunder or for the collection or performance of the Secured Obligations; (iii) any defense arising by reason of any lack of corporate or other authority or any other defense of such Pledgors or any other person; (iv) any defense based upon an election of remedies, including, if available, an election to proceed by non-judicial foreclosure, which destroys or impairs the subrogation rights of such Pledgors or the right of such Pledgors to proceed against any other obligor of the Secured Obligations for reimbursement; (v) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by law limiting the liability of or exonerating guarantors or sureties or which may conflict with the terms of this Agreement.

14. Obligations Absolute. All rights of the Lender hereunder and all obligations of the Pledgors hereunder shall be absolute and unconditional irrespective of:

- (a) any lack of validity or enforceability of the Loan Agreement or any other finance documents or any other agreement, instrument or document governing or evidencing any Secured Obligations;
- (b) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement, any other Finance Document or any other agreement, instrument or document governing or evidencing any Secured Obligations;
- (c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guarantee, for all or any of the Secured Obligations;
- (d) the insolvency, dissolution or liquidation of the Pledged Entity or of the Pledgors;
- (e) any other circumstance which might otherwise constitute a defense available to or a discharge of the Pledgors; or
- (f) any claim, defense, counterclaim or setoff, other than that of prior performance, that the Pledged Entity, Pledgors or any other Person may have or assert.

15. Performance by Lender of Pledgors' Obligations. If the Pledgors fail to perform or comply with any of their obligations under this Agreement, the Lender may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Lender incurred in connection with any such performance or compliance will form part of the Secured Obligations and will be secured by the mortgages, charges and security interests created by this Agreement and will be deducted from any Proceeds of the Pledged Collateral.

16. Release. The Pledgors each hereby consent and agree that the Lender may at any time, or from time to time, in its sole discretion:

- (a) renew, extend or change the time of payment, and/or the manner, place or terms of payment of all or any part of the Secured Obligations; and

(b) exchange, release and/or surrender all or any of the Pledged Collateral, or any part thereof, by whomsoever deposited, which is now or may hereafter be held by the Lender in connection with all or any of the Secured Obligations, all in such manner and upon such terms as the Lender may deem proper, and without notice to or further assent from such Pledgors, it being hereby agreed that such Pledgors shall be and remain bound upon this Agreement, irrespective of the value or condition of any of such Pledged Collateral, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, renewal or extension, and notwithstanding also that the Secured Obligations may, at any time, exceed the aggregate principal amount thereof set forth in the Loan Agreement or any other finance documents. The Pledgors hereby waives notice of acceptance of this Agreement, and also presentment, demand, protest and notice of dishonour of any and all of the Secured Obligations, and promptness in commencing suit against any party hereto or liable hereon, and in giving any notice to or of making any claim or demand hereunder upon such Pledgors. In the absence of gross negligence or wilful misconduct, no act or omission of any kind on the Lender's part shall in any event affect or impair this Agreement.

NOTAR

17. Termination. Immediately following the payment in full of the Secured Obligations, and upon the Lender not being under any further obligation to extend credit or provide other financial accommodation to the Pledged Entity, the Pledgors may request in writing that the Lender, at the expense of the Pledged Entity, deliver to the Pledgors the Pledged Collateral pledged by the Pledgors at the time subject to this Agreement and all instruments of assignment executed in connection therewith, free and clear of the Security hereof and except as otherwise provided herein. all of the Pledgors' obligations hereunder shall at such time terminate.

18. Expenses. The amount of all expenses incurred in recovering any Secured Obligations or in enforcing the security hereby constituted including the expenses incurred in connection with the repossession, holding, repairing, processing, preparing for disposition and disposing of any of the Pledged Collateral (including reasonable legal expenses, receiver's fees and expenses, and other expenses), including interest thereon from the date of the incurring of such expenses at the rate or rates of interest set out in the Loan Agreement, will form part of the Secured Obligations and will be secured by the mortgages, charges and security interests created by this Agreement and will be deducted from any Proceeds of the Pledged Collateral and, for certainty, the Lender shall not have recourse to any other assets of the Pledgors, save and except for the gross negligence and wilful misconduct of the Pledgors.

19. Notices. All written notices and other written communications with respect to this Agreement shall be sent by ordinary or registered mail, electronic delivery, by telecopy, or delivered in person as follows:

(i) in the case of the Lender to it at:

Party: OCIM Metals & Mining SA
 Address: Route de Chêne. 30 . 1208 – Geneva (Switzerland)

 Attention: Laurent Mathiot
 E-mail: laurent.mathiot@ocim.eu

(ii) in the case of the Pledgors at:

Party: Kevin Ryan Hart
 Address: c/o Inca One Gold Corp.
 1140 W Pender St #850, Vancouver, BC V6E 4G1, Canada
 Attention: Kevin Ryan Hart





Email: khart@incaone.com
 Party: Edward John Kelly
 Address: c/o Inca One Gold Corp.
 1140 W Pender St #850, Vancouver, BC V6E 4G1, Canada
 Attention: Edward John Kelly
 Email: ekelly@incaone.com

The notice or other communication so sent shall be deemed to be received on the day of personal delivery or telecopy, or if mailed, three days following the date of such mailing.

20. Acknowledgement of Receipt/Waiver. The Pledgors, to the extent permitted by law, waive the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

21. Interpretation. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

22. Time of the Essence. Time shall be of the essence of this Agreement.

23. Severability. If any provision hereof is determined to be void, voidable or unenforceable, in whole or in part, such determination shall to the extent permitted by law, not affect or impair or be deemed to affect or impair the validity of any other provision hereof and all provisions hereof are hereby declared to be separate, severable and distinct.

24. Successors and Assigns. This Agreement shall be binding upon the Pledgors and their respective successors and assigns and shall enure to the benefit of the Lender and its successors and assigns.

25. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Pledgors hereby submit and attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia. To the extent permitted by law, the Pledgors irrevocably waives any objection, including any claim of *forum non-conveniens*, that the Pledgors may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in courts of such province.

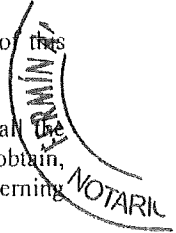
26. Electronic Signature: Counterparts. Delivery of this Agreement by electronic transmission, including facsimile, portable document format (.PDF), and other electronic transmissions, shall be deemed to constitute valid execution and effective delivery. If requested by the Lender, the Pledgors shall deliver their respective original executed copies of this Agreement to the Lender forthwith upon delivery of the electronic copy. This Agreement may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

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27. Copy of Agreement. The Pledgors hereby acknowledge receipt of a fully executed copy of this Agreement by evidence of their signatures hereto.

28. Independent Advice. The Pledgors hereby acknowledge and agree that they have taken all the necessary steps to consider this Agreement and have obtained, or have freely chosen not to obtain, independent professional legal, tax, accounting, and such other advice as may be necessary concerning the interpretation and effect of this Agreement.



29. Limitation Periods. To the extent that any limitation period applies to any claim for payment of the Secured Obligations or remedy for enforcement of the Secured Obligations, the Pledgors agree that:

- (a) any limitation period is expressly excluded and waived entirely if permitted by applicable law;
- (b) if a complete exclusion and waiver of any limitation period is not permitted by applicable law, any limitation period is extended to the maximum length permitted by applicable law;
- (c) any applicable limitation period shall not begin before an express demand for payment of the Secured Obligations is made in writing by the Lender to the Pledgors;
- (d) any applicable limitation period shall begin afresh upon any payment or other acknowledgment of the Secured Obligations by the Pledgors; and
- (e) this Agreement is a "business agreement" as defined in the *Limitation Act* (British Columbia).

30. Paramourcy. In the event of any conflict, inconsistency, ambiguity or difference between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern and be paramount.

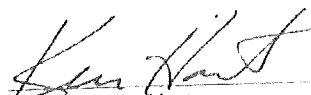
[Remainder of page intentionally left blank. Signature page follows.]

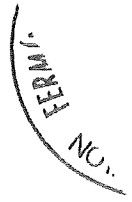
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IN WITNESS WHEREOF, the Pledgors have executed this Agreement as of the date first above written.


By: 
Name: Edward John Kelly

By: 
Name: Kevin Ryan Hart




IN WITNESS WHEREOF, the Lender has executed this Agreement as of the date first above written.

OCIM METALS & MINING SA

By: 
Name: Laurent Mathiot
Title: CEO

**SCHEDULE "A"
PLEDGED SECURITIES**



Pledged Entity	Pledgors	Class of Shares	Share Certificate Number(s)	Number of Shares	Percentage of Outstanding Shares
Corizona One S.A.C.	Kevin Ryan Hart	Registered Shares with a nominal value of \$ / 1.00 each	13050532	10	1%
Corizona One S.A.C.	Edward John Kelly	Registered Shares with a nominal value of \$ / 1.00 each	13050532	990	99%

Ed Kelly
in

SCHEDULE "B"
FORM SHARE TRANSFER POWER

NOV 19 2022

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto [●], [●] shares in Corizona One S.A.C. standing in the name of the undersigned on the books of the said corporation represented by certificate number(s) [●], together with all renewals thereof, substitutions therefor, accretions thereto and Proceeds thereof (all of which are hereinafter collectively referred to as the "Securities") and hereby irrevocably constitutes and appoints any one officer of [●] as the attorney of the undersigned to transfer the said Securities on the books of the said corporation with full power of substitution in the premises.

THE UNDERSIGNED shall, from time to time at the request of [●], do such further acts and execute all such further deeds and instruments as shall be necessary to fully perform and carry out the terms and intent of this Share Transfer Power.

DATED this ____ day of _____, 2022.

By: _____
Name:

By:
Name:
Title:

Witness:


w

**SCHEDULE "C"
PLEDGE AMENDMENT**

This Pledge Amendment, dated as of [●] is delivered pursuant to Section 9(d) of the Pledge Agreement referred to below. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Pledge Agreement dated the [●] day of [●], 2022 made by, among others, the undersigned, as Pledgors, to and in favour of [●] (as the same may be amended, supplemented, extended or restated from time to time, the "Pledge Agreement"). The undersigned hereby certifies that the representations and warranties in Section 7 of the Pledge Agreement are and continue to be true and correct as to the shares, options, warrants or other rights pledged prior to this Pledge Amendment and as to the shares, options, warrants or other rights pledged pursuant to this Pledge Agreement. The undersigned further agrees that this Pledge Amendment may be attached to the Pledge Agreement and that the Pledged Securities listed on this Pledge Amendment shall be and become a part of the Pledged Collateral referred to in the Pledge Agreement and shall secure all Secured Obligations referred to in the Pledge Agreement. The undersigned acknowledges that any shares, options, warrants or other rights not included in the Pledged Collateral at the sole discretion of the Lender may not otherwise be pledged by the Pledgors to any other Person or otherwise used as security for any obligations other than the Secured Obligations.

[Insert appropriate pledgor]

By: _____
Name:
Title:

ADDITIONAL PLEDGED SECURITIES

Pledged Entity	Class of Shares/ Other Interests	Certificate Number(s)	Number of Shares or Other Interests

YMA
W

Execution Copy

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SCHEDULE "D"
OUTSTANDING OPTIONS AND WARRANTS

TERMINAL
NOTICE

None.


km
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This is Exhibit " C " referred to in the affidavit of Luis Saenz sworn before me at Lima, Peru this 20th day of September 2024

A Notary Authorized to take oaths in Peru



CERTIFICACIÓN

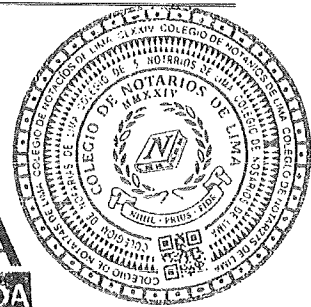
FERMIN ANTONIO ROSALES SEPULVEDA – NOTARIO DE LIMA, CERTIFICO: LA AUTENTICIDAD DE LA FIRMA DE LUIS FRANCISCO SAENZ ROCHA, CON CE N°000248056; DOY FE. _____

A SOLICITUD DE QUIEN EXTIENDO LA PRESENTE LEGALIZACIÓN.- SE LEGALIZA LA FIRMA MAS NO ASUMO RESPONSABILIDAD DEL CONTENIDO DEL DOCUMENTO, DE LO QUE DOY FE. _____

LIMA, VEINTE DE SEPTIEMBRE DEL DOS MIL VEINTICUATRO _____

// YSA // SP // 64003// 00102202400064003 //

Fermin Antonio Rosales Sepulveda
 NOTARIO DE LIMA



NOTARIA
ROSALES SEPULVEDA

Inca One Provides Details on New US\$25 Million Gold Loan and a Shareholder Update

September 09, 2024 3:00 AM EDT | Source: Inca One Gold Corp. (/company/2645/Inca-One-Gold-Corp.)

NOT FOR DISSEMINATION IN THE U.S. OR TO U.S. NEWSWIRE SERVICES

Vancouver, British Columbia--(Newsfile Corp. - September 9, 2024) - INCA ONE GOLD CORP. (TSXV: INCA.H) (FSE: SU92) ("Inca One" or the "Company") provides the following general update on its CCAA proceedings and proposed new gold loan financing.

As previously reported on April 8, 2024, the Company announced the receipt of a notice of default from OCIM Precious Metals ("OCIM") related to a missed gold loan payment. The Company was unsuccessful in its negotiations with OCIM to find an amicable solution to settle the outstanding debt that would have been in the best interests of all its stakeholders.

On June 3, 2024, Inca One sought and obtained an order for creditor protection (the "Initial Order") from the Supreme Court of British Columbia (the "SCBC") pursuant to the Companies' Creditors Arrangement Act (the "CCAA"). The CCAA process allowed for the board of directors of the Company to remain in place and for management to maintain its responsibility for the day-to-day operations of the Company, under the general oversight of a court appointed monitor, FTI Consulting Canada Inc. (the "Monitor"). The CCAA process provides protection to the Company from creditors. Nonetheless, the Company is committed to taking all steps necessary to protect and preserve the value of its business, property and the interests of all stakeholders in both Canada and Peru.

On July 9, 2024, Inca One agreed to terms for a US\$25M Gold Loan facility (the "Gold Loan" or "Debenture") that will be presented by Westmount Capital ("Westmount"). Westmount is a Public and Investor Relations company based in Geneva, since 2006. Westmount coordinates European roadshows for Canadian listed micro-cap companies with high growth potential, who are undervalued and under-covered. They have developed a strong network of qualified wealth investors, high-net worth individuals, Family Offices and decision makers in Europe.

The terms of the Gold Loan presented by Westmount are as follows. The Gold Loan will mature 60 months after closing, which is expected to be on or about September 30, 2024 (the "Issuance Date"). The first US\$20 million of the Gold Loan will be repaid in 16 equal quarterly installments, with the first repayment occurring 12 months from the Issuance Date and then every quarter thereafter. A final US\$5 million payment will be due and payable at the end of the 60-month term. The Debentures will be priced in gold ounces at a 15% discount to the spot price of gold at the closing date. The Debenture holder will have the right to receive payment in either cash or the equivalent amount of refined gold. In addition to the discount, the Debentures will bear interest at 8% per annum payable quarterly in cash. The Gold Loan will be secured by the Company's gold inventory and processing facilities in Peru. Interested investors can contact Westmount directly at info@westmountcapital.com (<mailto:info@westmountcapital.com>).

"Our top priority at this moment is working with our advisors at Westmount Capital ([westmountcapital.com](https://api.newsfilecorp.com/redirect/x3mRrSgZjJ) (<https://api.newsfilecorp.com/redirect/x3mRrSgZjJ>)) to secure the necessary financing for the US\$25M Gold Loan," stated Edward Kelly, Inca One President and CEO. With the completion of this funding arrangement the Company's debts will be restructured and Inca One will be substantially funded. We will immediately restart operations once the funds are in place, and get back to creating value for stakeholders, shareholders, employees and local communities."

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Since the Initial Order and pursuant to the CCAA, the SCBC extended the Stay Period in favour of the Company under a Second Amended and Restated Initial Order (the "Second ARIO") and approved the Company to enter into an interim financing agreement with a private lender on August 2, 2024. This Debtor-In-Possession Term Loan ("DIP Loan") is for the principal sum of up to US\$1 million and is to be used by the Company to meet its near-term general working capital requirements including legal, restructuring, administrative and general corporate costs in connection with the CCAA proceedings and the Court approved cashflows. To date all funds have been drawn and are being deployed as indicated. For additional terms of the DIP Loan, please see the Company's DIP Loan press release (<https://api.newsfilecorp.com/redirect/7WA0NiGW0q>).

On August 26, 2024, on application by the Company, the SCBC approved a Claims Process Order (the "Order") as part of the Company's ongoing CCAA proceedings. The Order provides for a "Claims Process" pursuant to which the Monitor will call for and adjudicate, as necessary, all claims against the Company. Copies of all Claims Process forms are available on the Monitor's website at <http://cfcanada.fticonsulting.com/incaone/> (<https://api.newsfilecorp.com/redirect/eLPEMFoBDe>) (the "Monitor's Website").

Additionally, and pursuant to the CCAA, the SCBC further extended the Stay Period under a Second ARIO until October 7, 2024, allowing the Company the necessary time to complete the Gold Loan. The proceeds of the Gold Loan will be an important part of a Plan of Arrangement that will restructure the Company's financial obligations to its creditors and fund the future operations and inventory of the Company.

During this CCAA period, the Company's common shares have been suspended from trading on the TSX Venture Exchange (the "TSXV") and its secondary stock exchanges (the "OTCQB") in the United States and Frankfurt Stock Exchange (the "FSE") in Europe and will remain suspended pending clarification of company affairs. After the Company emerges from creditor protection and completes its application for relisting, its common shares are anticipated to be re-instated for trading on the TSXV, and OTCQB and FSE exchanges.

Since the Company was forced to enter CCAA, Management and the Board of Directors have taken all the necessary steps to reduce costs and accordingly have placed both plants on care and maintenance. The restart of operations is expected once the Company emerges from CCAA proceedings. Inca One believes it will emerge from this restructuring process financially stable and ready to take advantage of the continued strengthening gold price and precious metals environment.

About Inca One

Inca One Gold Corp is an established gold producer operating two permitted, gold mineral processing facilities in Peru. The Company possesses a combined 450 TPD permitted operating capacity at its two fully integrated plants, Chala One and Kori One, generating over US\$200 million in sales from its processing operations. Inca One is led by an experienced and capable management team that has established the Company as a trusted leader in servicing permitted, Artisanal and Small-scale Gold Miners (ASGM). Peru is one of the world's largest producers of gold, and its ASGM sector is estimated by government officials to be valued in the billions of dollars annually. Through the Company's partnerships with the UN backed PlanetGold Program and the Swiss Better Gold Initiative, Inca One supports the sustainable development and mining practices of the ASGM sector and the responsible gold supply chain from mine to market. To learn more, visit www.incaone.com (<https://api.newsfilecorp.com/redirect/85NWXCx7aJ>).

On behalf of the Board,

Edward Kelly
President and CEO
Inca One Gold Corp.

For More Information Contact:

Konstantine Tsakumis
ktsakumis@incaone.com (<mailto:ktsakumis@incaone.com>)

NEITHER THE TSX VENTURE EXCHANGE NOR ITS REGULATION SERVICES PROVIDER (AS THAT TERM IS DEFINED IN THE POLICIES OF THE TSX VENTURE EXCHANGE) ACCEPTS RESPONSIBILITY FOR THE ADEQUACY OR ACCURACY OF THIS NEWS RELEASE.

Forward Looking Information

This news release contains "forward-looking information" within the meaning of applicable Canadian securities legislation. "Forward-looking information" includes, but is not limited to, statements with respect to the activities, events or developments that the Company expects or anticipates will or may occur in the future. Generally, but not always, forward-looking information and statements can be identified by the use of words such as "plans", "expects", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates", or "believes" or the negative connotation thereof or variations of such words and phrases or state that certain actions, events or results "may", "could", "would", "might" or "will be taken", "occur" or "be achieved" or the negative connotation thereof.

Such forward-looking information and statements are based on numerous assumptions. Although the assumptions made by the Company in providing forward-looking information or making forward-looking statements are considered reasonable by management at the time, there can be no assurance that such assumptions will prove to be accurate and actual results and future events could differ materially from those anticipated in such statements.

Important factors that could cause actual results to differ materially from the Company's plans or expectations include risks relating to market conditions, metal prices, and risks relating to general economic, market or business conditions, uninsured risks, regulatory changes, defects in title, availability of personnel, materials, and equipment on a timely basis, accidents or equipment breakdowns and other risks detailed from time to time in the filings made by the Company with securities regulators. Although the Company has attempted to identify important factors that could cause actual results to differ materially from those contained in the forward-looking information or implied by forward-looking information, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that forward-looking information and statements will prove to be accurate, as actual results and future events could differ materially from those anticipated, estimated or intended. Accordingly, readers should not place undue reliance on forward-looking statements or information.



To view the source version of this press release, please visit <https://www.newsfilecorp.com/release/222627>
(<https://api.newsfilecorp.com/redirect/yEkqVs5np8>)

SOURCE: Inca One Gold Corp. (/company/2645/Inca-One-Gold-Corp.)

Learn more about Bill C-18 (/BillC18.php) and how it will affect Canadian users when viewing news online.