This Joint Management Information Circular and the accompanying materials require your immediate attention. If you are in doubt as to how to deal with these documents or the matters to which they refer, please consult a professional advisor.

NOTICES OF MEETING

and

JOINT MANAGEMENT INFORMATION CIRCULAR

for the

SPECIAL MEETING OF SHAREHOLDERS OF ATACAMA PACIFIC GOLD CORPORATION

and the

SPECIAL MEETING OF SHAREHOLDERS OF RIO2 LIMITED

each to be held on July 16, 2018

WITH RESPECT TO A PROPOSED PLAN OF ARRANGEMENT INVOLVING ATACAMA PACIFIC GOLD CORPORATION and RIO2 LIMITED AND RELATED MATTERS

June 14, 2018

June 14, 2018

ATACAMA PACIFIC GOLD CORPORATION

25 Adelaide Street East, Suite 1900, Toronto, Ontario, M5C 3A1

Dear Shareholders of Atacama Pacific Gold Corporation:

You are cordially invited to attend a special meeting (the "**Atacama Meeting**") of the shareholders (the "**Atacama Shareholders**") of Atacama Pacific Gold Corporation ("**Atacama**") to be held at the offices of Stikeman Elliott LLP located at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, M5L 1B9, Canada on July 16, 2018 at 10:00 a.m. (Toronto time).

The Arrangement

At the Atacama Meeting, among other things, you will be asked to consider and vote upon a proposed arrangement (the "**Arrangement**") under Section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") between Atacama and Rio2 Limited ("**Rio2**").

Atacama and Rio2 entered into an arrangement agreement dated May 14, 2018 (the "**Arrangement Agreement**"). Under the terms of the Arrangement Agreement and the Arrangement, among other things, Atacama will continue under the OBCA, and Atacama and Rio2 will be amalgamated and continue as one corporation ("**Amalco**") and, upon completion and as a result of the Arrangement, Atacama Shareholders will receive 0.6601 of a common share of Amalco (each whole share an "**Amalco Share**") for each common share of Atacama (an "**Atacama Share**") held. Each shareholder of Rio2 (a "**Rio2 Shareholder**") will receive 0.6667 of an Amalco Share for each common share of Rio2 (a "**Rio2 Share**") held. In connection with the Arrangement, Atacama Shareholders will also be asked to approve a special resolution authorizing the continuance of Atacama under the OBCA and an ordinary resolution approving the adoption of a new stock option plan and a new share incentive plan for Amalco with effect from completion of the Arrangement (the "**Atacama Amalco Incentive Plans Resolution**"). The full text of the resolutions and a more detailed description of the Arrangement, the new stock option plan and the new share incentive plan are included in the joint management information circular (the "**Circular**") that accompanies this letter.

Following the Arrangement, all outstanding warrants to purchase Atacama Shares, options of Atacama and Rio2 and share awards to acquire Rio2 Shares will be exercisable for that number of Amalco Shares that the holder would have been entitled to receive if the holder was a holder of the Atacama Shares or Rio2 Shares, as applicable, issuable on such exercise immediately prior to the effective time of the Arrangement.

On completion of the Arrangement, Amalco will be named "Rio2 Limited". The proposed Board of Directors of Amalco are the current directors of Rio2 and myself, Albrecht Schneider. It is expected that Rio2's current management will continue as the management of Amalco.

Benefits of the Arrangement

The exchange ratio represents consideration to Atacama Shareholders of $0.95 per Atacama Share based on the closing price of Rio2 Shares on the TSX Venture Exchange (the "**TSXV**") as at May 11, 2018 (the last trading day before the Arrangement was publicly announced). This value implies a 58% premium over the May 11, 2018 closing price of Atacama Shares of $0.60 and a 45% premium calculated on 20-day volume-weighted average trading price of the Atacama Shares and Rio2 Shares on the TSXV as of May 11, 2018.

On completion of the Arrangement, Atacama Shareholders will own approximately 57.5% of the Amalco Shares (on a fully-diluted in-the-money basis) and, through their holdings of Amalco Shares, will have the opportunity to participate in any increase in the value of Amalco, including any value creation associated with the development of the Cerro Maricunga Gold Project. Amalco is expected to have sufficient cash to continue to advance the development of the Cerro Maricunga Gold Project.

Approval Requirement

In order to become effective, the Arrangement must be approved by a resolution passed by: (i) not less than two-thirds of the votes cast by the Atacama Shareholders present in person or represented by proxy at the Atacama Meeting; and (ii) at least a simple majority of the votes cast by the Atacama Shareholders present in person or represented by proxy at the Atacama Meeting, excluding the votes cast in respect of Atacama Shares held by certain parties in accordance with *Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions*.

The Arrangement is also conditional upon the Arrangement being approved by a resolution passed by not less than two-thirds of the votes cast by the Rio2 Shareholders present in person or represented by proxy at a meeting of Rio2 Shareholders to be held on July 16, 2018 at 9:00 a.m. (Toronto time) (the "**Rio2 Meeting**") and Atacama Shareholders approving a special resolution for the continuance of Atacama from the *Canada Business Corporations Act* to the OBCA (the "**Atacama Continuance Resolution**"), being approval by not less than two-thirds of the votes cast by the Atacama Shareholders present in person or represented by proxy at the Atacama Meeting.

Completion of the Arrangement is also subject to the condition that the proceeds of Rio2's private placement of subscription receipts for gross proceeds of $10,000,000 (the "**Rio2 Financing**"), which closed on May 31, 2018, have not been returned to investors prior to the effective time of the Arrangement. Each subscription receipt issued under the Rio2 Financing will, upon the completion of certain escrow conditions, be automatically converted (for no further consideration and with no further action on the part of the holder thereof) into one Rio2 Share and the proceeds of the Rio2 Financing will be released to Rio2. The Rio2 Shares into which the subscription receipts are converted will be exchanged for Amalco Shares under the Arrangement on the same basis as the other Rio2 Shares.

The Arrangement is also subject to certain other conditions, including the approval of the TSXV and the Ontario Superior Court of Justice (the "**Court**") and other customary closing conditions, all of which are described in more detail in the Circular.

Support Agreements

Each of the officers and directors of Atacama, holding in aggregate approximately 22.6% of the outstanding Atacama Shares as of June 8, 2018, the record date for the Atacama Meeting, have entered into customary voting support agreements with Rio2 pursuant to which they have agreed to vote their Atacama Shares in favour of the Arrangement. Each of the directors and officers of Rio2, holding in aggregate approximately 50.8% of the outstanding Rio2 Shares as of June 8, 2018, the record date for the Rio2 Meeting, have entered into customary voting support agreements with Atacama pursuant to which they have agreed to vote their Rio2 Shares in favour of the Arrangement.

Board Recommendations

After taking into consideration, among other things, the terms of the Arrangement, the unanimous recommendation of a special committee composed of the independent directors of Atacama, discussions with legal and financial advisors, the fairness opinion received from BMO Nesbitt Burns Inc., the board of directors of Atacama (the "**Atacama Board**") has unanimously determined that the Arrangement is fair to the Atacama Shareholders, that the Arrangement is in the best interests of Atacama, and has approved the Arrangement and authorized its submission to the Atacama Shareholders for approval. **Accordingly, the Atacama Board unanimously recommends that Atacama Shareholders vote FOR the Arrangement.**

The Atacama Board also recommends that Atacama Shareholders vote FOR the Atacama Continuance Resolution and FOR the Atacama Amalco Incentive Plans Resolution.

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

Voting

Your vote is important regardless of the number of Atacama Shares that you own. Whether or not you are able to attend, we encourage registered Atacama Shareholders to vote by (i) mail or delivery by completing, dating, signing and depositing the enclosed form of proxy with Atacama, c/o TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, ON M5H 4H1; (ii) faxing your completed proxy to 416-595-9593; or (iii) internet at www.voteproxyonline.com and following the instructions on the enclosed proxy form. All proxies must be received

by not later than 10:00 a.m. (Toronto time) on July 12, 2018, or, if the Atacama Meeting is adjourned or postponed, at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Atacama Meeting is reconvened. Voting by proxy will not prevent you from voting in person if you attend the Atacama Meeting and revoke your proxy, but will ensure that your vote will be counted if you are unable to attend.

If you are not registered as the holder of your Atacama Shares but hold your Atacama Shares through a broker or other intermediary, you should follow the instructions provided by your broker or other intermediary to vote your Atacama Shares. See the section in the accompanying Circular entitled "General Information Regarding the Atacama Meeting – Voting by Non-Registered Holders" for further information on how to vote your Atacama Shares.

Letter of Transmittal

If you are a registered Atacama Shareholder, we also encourage you to complete and return the enclosed letter of transmittal together with the certificate(s) representing your Atacama Shares and any other required documents and instruments, to the depositary, Computershare Investor Services Inc., in the enclosed return envelope in accordance with the instructions set out in the letter of transmittal so that if the Arrangement is completed, the Amalco Shares to which you are entitled under the Arrangement can be delivered to you as soon as possible after the Arrangement becomes effective. The letter of transmittal contains other procedural information related to the Arrangement and should be reviewed carefully.

If you hold your Atacama Shares through a broker or other intermediary, please contact that broker or other intermediary for instructions and assistance in receiving your Amalco Shares.

Effective Date

While certain matters, such as completion of the Rio2 Financing and the receipt of required Court and TSXV approvals, are beyond the control of Atacama, if the Rio2 Financing is completed and the requisite approvals of the Atacama Shareholders and the Rio2 Shareholders are obtained at the Atacama Meeting and the Rio2 Meeting, respectively, and the other conditions to closing are satisfied, it is anticipated that the Arrangement will be completed and become effective on or about July 24, 2018.

On behalf of Atacama, we would like to thank you for your continued support as we proceed with this important transaction.

Yours very truly,

(signed) "*Albrecht Schneider*"

Dr. Albrecht Schneider
Executive Chairman and Director

June 14, 2018

Rio2 Limited

161 Bay Street, 27th Floor, Office 2769, Toronto, Ontario, Canada M5J 2S1

Dear Rio2 Shareholder:

We announced on May 14, 2018 that Rio2 Limited ("**Rio2**") and Atacama Pacific Gold Corporation ("**Atacama**") entered into an arrangement agreement (the "**Arrangement Agreement**") where Rio2 and Atacama will be amalgamated and will continue as one corporation ("**Amalco**") with solid footing and a significant resource base with the potential to support a long operating mine life.

You are cordially invited to attend a special meeting (the "**Rio2 Meeting**") of the shareholders (the "**Rio2 Shareholders**") of Rio2 to be held at the offices of DLA Piper (Canada) LLP located at Suite 6000, 100 King St W, Toronto, Ontario M5X 1E2 on July 16, 2018 at 9:00 a.m. (Toronto time).

At the Rio2 Meeting, you will be asked to consider and vote upon a proposed arrangement (the "**Arrangement**") under Section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") between Rio2 and Atacama. The board of directors of Rio2 (the "**Rio2 Board**"), having received the advice of its independent financial advisor, unanimously recommends that you vote **FOR** the Arrangement.

Upon completion and as a result of the Arrangement, Rio2 Shareholders will receive 0.6667 of a common share of Amalco (each whole share an "**Amalco Share**") for each common share of Rio2 (a "**Rio2 Share**") held. Each shareholder of Atacama (a "**Atacama Shareholder**") will receive 0.6601 of an Amalco Share for each common share of Atacama (a "**Atacama Share**") held. In connection with the Arrangement, at the Rio2 Meeting, Rio2 Shareholders will also be asked to approve an ordinary resolution approving the adoption of a new stock option plan and a new share incentive plan for Amalco with effect from completion of the Arrangement (the "**Rio2 Amalco Incentive Plans Resolution**"). The full text of the resolutions and a more detailed description of the Arrangement, the new stock option plan and the new share incentive plan are included in the joint management information circular (the "**Circular**") that accompanies this letter.

Rio2 has completed its previously announced bought-deal subscription receipt private placement for gross proceeds of $10,000,000 by the issue of 10,000,000 subscription receipts (the "**Rio2 Financing**"). Each subscription receipt issued under the Rio2 Financing will, upon the completion of certain escrow conditions, be automatically converted (for no further consideration and with no further action on the part of the holder thereof) into one Rio2 Share. The Rio2 Shares into which the subscription receipts are converted will be exchanged for Amalco Shares under the Arrangement on the same basis as the other Rio2 Shares.

There will be approximately 102 million Amalco Shares outstanding (on a non-diluted basis) upon completion of the Arrangement, including the Amalco Shares resulting from the Rio2 Financing and assuming no Rio2 Shares or Atacama Shares are issued upon the exercise of stock options, purchase warrants or share awards from May 14, 2018 to the completion of the Arrangement. Approximately 42.5% of the Amalco Shares outstanding upon completion of the Arrangement will be held by existing Rio2 Shareholders (including the Amalco shares resulting from the Rio2 Financing) and 57.5% held by existing Atacama Shareholders (on a fully-diluted in-the-money basis).

Amalco will be named "Rio2 Limited". The proposed Board of Directors of Amalco are the current directors of Rio2 and Albrecht Schneider. Rio2's management will continue as the management of Amalco.

Following the completion of the Arrangement, all outstanding warrants to purchase Atacama Shares, options of Rio2 and Atacama and Rio2 share incentive awards will be exercisable for that number of Amalco Shares that the holder would have been entitled to receive if the holder was a holder of the Rio2 Shares or Atacama Shares, as applicable, issuable on such exercise immediately prior to the effective time of the Arrangement.

Recommendations of the Rio2 Board

After taking into consideration, among other things, the terms of the Arrangement, discussions with legal and financial advisors, the fairness opinion received from Raymond James Ltd., the Rio2 Board has unanimously determined that the consideration to be received by the Rio2 Shareholders under the Arrangement is fair to the Rio2 Shareholders, that the Arrangement is in the best interests of Rio2, and has approved the Arrangement and authorized its submission to the Rio2 Shareholders for approval. **ACCORDINGLY, THE RIO2 BOARD UNANIMOUSLY RECOMMENDS THAT RIO2 SHAREHOLDERS VOTE FOR THE ARRANGEMENT.**

The Rio2 Board also unanimously recommends that Rio2 Shareholders vote FOR the Rio2 Amalco Incentive Plans Resolution.

The Circular contains a detailed description of the Arrangement and includes certain other information to assist you in considering the matters to be voted upon.

We have provided a brief description of the Arrangement in this letter to assist you in making your decision, but you should carefully consider all of the information in, and incorporated by reference in, the Circular, including the documents incorporated by reference therein and the schedules attached thereto. If you require assistance, you should consult your financial, legal, or other professional advisors.

Strategic Benefits of the Arrangement

The Arrangement represents compelling rationale between Rio2 and Atacama given the advanced pre-feasibility development stage of Atacama's Cerro Maricunga Gold Project and Rio2's core strengths as a project developer and operator.

The Rio2 team has successfully demonstrated through its development and operational track record that it is capable of generating solid returns to shareholders and looks forward to expanding upon the excellent technical work completed to date by the Atacama management team.

Rio2 Shareholders stand to realize the potential benefits set out below in both the near and longer term as a result of the Arrangement, including the following:

- The business combination with Atacama establishes Rio2 as an emerging gold development company with a significant well-advanced pre-feasibility level heap leach gold oxide deposit that has the potential to support a long operating mine life.
- The Cerro Maricunga Gold Project is one of the largest undeveloped pre-feasibility level gold oxide projects in the Americas hosting total measured and indicated resources of 5.3 million ounces of gold, including proven and probable mineral reserves of 3.7 million ounces of gold.
- Development of the Cerro Maricunga Gold Project leverages the Rio2 team's proven core strengths and is analogous to the two-open pit, gold heap leach projects that the Rio2 team successfully built and operated.
- The significant potential for the Rio2 team to surface further value by undertaking the next phase of development of the Cerro Maricunga Gold Project through capital and operational optimization.
- Improved market presence and enhanced market capitalization is expected to appeal to a broader shareholder base, increase analyst coverage and improve share trading liquidity.

Approvals

In order to become effective, the Arrangement must be approved by a resolution passed by not less than two-thirds of the votes cast by the Rio2 Shareholders in person or by proxy at the Rio2 Meeting.

The Arrangement must also be approved by a resolution passed by: (i) not less than two-thirds of the votes cast by the Atacama Shareholders present in person or represented by proxy at the Atacama Meeting; and (ii) at least a simple majority of the votes cast by the Atacama Shareholders present in person or represented by proxy at the Atacama Meeting, excluding the votes cast in respect of Atacama Shares held by certain parties in accordance with *Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions*. In addition, the completion of the Arrangement is conditional upon the Atacama Shareholders approving a special resolution (the "**Atacama Continuance Resolution**") for the continuance of Atacama from the *Canada Business Corporations Act* to the OBCA being approved by not less than two-thirds of the votes cast by the Atacama Shareholders present in person or represented by proxy at the Atacama Meeting.

Each of the directors and officers of Rio2, holding in aggregate approximately 50.8% of the outstanding Rio2 Shares as of June 8, 2018, the record date for the Rio2 Meeting, have entered into customary voting support

agreements with Atacama pursuant to which they have agreed to vote their Rio2 Shares in favour of the Arrangement and the adoption of a new stock option plan and a new share incentive plan for Amalco. Each of the officers and directors of Atacama, holding in aggregate approximately 22.6% of the outstanding Atacama Shares as of June 8, 2018, the record date for the Atacama Meeting, have entered into customary voting support agreements with Rio2 pursuant to which they have agreed to vote their Atacama Shares in favour of the Arrangement, the Atacama Continuance Resolution and the adoption of a new stock option plan and a new share incentive plan for Amalco.

The completion of the Arrangement is also subject to certain other conditions, including the completion the Rio2 Financing, which was completed on May 31, 2018, the approval of the TSXV and the Ontario Superior Court of Justice (the "**Court**") and other customary closing conditions, all of which are described in more detail in the Circular.

While certain matters, such as the receipt of required Court and TSXV approvals, are beyond Rio2's control, if the requisite approvals of the Rio2 Shareholders and the Atacama Shareholders are obtained at the Rio2 Meeting and the Atacama Meeting, respectively, and the other conditions to closing are satisfied, it is anticipated that the Arrangement will be completed and become effective on or about July 24, 2018.

Voting and Letter of Transmittal

It is very important that your Rio2 Shares be represented at the Rio2 Meeting. Your vote is important regardless of the number of Rio2 Shares that you own. Whether or not you are able to attend, we encourage registered Rio2 Shareholders to vote by (i) mail or delivery by completing, dating, signing and depositing the enclosed form of proxy with Rio2, c/o Computershare Trust Company of Canada, Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1; (ii) faxing your completed proxy to 1-866-249-7775 (toll free), 1-416-263-9524 (international); or (iii) internet at www.investorvote.com and following the instructions on the enclosed proxy form. Voting by proxy will not prevent you from voting in person if you attend the Rio2 Meeting and revoke your proxy, but will ensure that your vote will be counted if you are unable to attend.

If you are not registered as the holder of your Rio2 Shares but hold your Rio2 Shares through a broker or other intermediary, you should follow the instructions provided by your broker or other intermediary to vote your Rio2 Shares. See the section in the accompanying Circular entitled "*Information Concerning the Rio2 Meeting and General Proxy Information – Non-Registered Holders*" for further information on how to vote your Rio2 Shares.

If you are a registered Rio2 Shareholder, we also encourage you to complete and return the enclosed letter of transmittal together with the certificate(s) representing your Rio2 Shares and any other required documents and instruments, to the depositary, Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, in the enclosed return envelope in accordance with the instructions set out in the letter of transmittal so that if the Arrangement is completed, the Amalco Shares to which you are entitled under the Arrangement can be delivered to you as soon as possible after the Arrangement becomes effective. The letter of transmittal contains other procedural information related to the Arrangement and should be reviewed carefully. If you hold your Rio2 Shares through a broker or other intermediary, please contact that broker or other intermediary for instructions and assistance in receiving your Amalco Shares.

On behalf of Rio2, we would like to thank you for your continued support as we proceed with this important transaction. We look forward to seeing you at the Rio2 Meeting.

Yours very truly,

(signed) "*Alex Black*"

Alex Black

President, Chief Executive Officer and Director

ATACAMA PACIFIC GOLD CORPORATION

25 Adelaide Street East, Suite 1900, Toronto, Ontario, M5C 3A1

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS OF ATACAMA PACIFIC GOLD CORPORATION

NOTICE IS HEREBY GIVEN THAT a special meeting (the "**Atacama Meeting**") of the holders of common shares (the "**Atacama Shareholders**") of Atacama Pacific Gold Corporation ("**Atacama**") will be held at the offices of Stikeman Elliott LLP located at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, M5L 1B9, Canada on July 16, 2018 at 10:00 a.m. (Toronto time), for the following purposes:

1. to consider and, if thought advisable, to pass, with or without amendment, a special resolution (the "**Atacama Continuance Resolution**") authorizing and approving the continuance (the "**Atacama Continuance**") of Atacama from the *Canada Business Corporations Act* (the "**CBCA**") to the *Business Corporations Act* (Ontario) (the "**OBCA**"), the full text of which is set forth in Appendix "B" to the accompanying joint management information circular (the "**Circular**");

2. to consider pursuant to an interim order of the Ontario Superior Court of Justice dated June 14, 2018 (the "**Interim Order**") and, if thought advisable, to pass, with or without amendment, a special resolution (the "**Atacama Arrangement Resolution**") approving an arrangement (the "**Arrangement**") under Section 182 of the OBCA, the full text of which is set forth in Appendix "C" to the Circular;

3. to consider and, if thought advisable, to pass, with or without amendment, an ordinary resolution (the "**Atacama Amalco Incentive Plans Resolution**"), the full text of which is set forth in Appendix "D" to the Circular, to approve and adopt a new stock option plan and a new share incentive plan of the amalgamated company on completion of the Arrangement, the full texts of which are set out in Appendix "K" and Appendix "L" to the Circular, respectively; and

4. to transact such further or other business as may properly come before the Atacama Meeting and any adjournment(s) or postponement(s) thereof.

The Circular contains the full text of the Atacama Continuance Resolution, the Atacama Arrangement Resolution and the Atacama Amalco Incentive Plans Resolution and provides additional information relating to the subject matter of the Atacama Meeting, including the Arrangement, the Atacama Continuance and the new stock option and share incentive plans of the amalgamated company on completion of the Arrangement, and is deemed to form part of this Notice of Atacama Meeting.

The board of directors of Atacama has fixed June 8, 2018 as the record date for determining Atacama Shareholders who are entitled to receive notice of and to vote at the Atacama Meeting. Only Atacama Shareholders of record on June 8, 2018 are entitled to receive notice of the Atacama Meeting and to attend and vote at the Atacama Meeting.

Your vote is important regardless of the number of Atacama Shares that you own. Whether or not you are able to attend, we encourage registered Atacama Shareholders to vote by (i) mail or delivery by completing, dating, signing and depositing the enclosed form of proxy with Atacama, c/o TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, ON M5H 4H1; (ii) faxing your completed proxy to 416-595-9593; or (iii) internet at www.voteproxyonline.com and following the instructions on the enclosed proxy form. **All proxies must be received by not later than 10:00 a.m. (Toronto time) on July 12, 2018, or, if the Atacama Meeting is adjourned or postponed, at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Atacama Meeting is reconvened or subsequently convened.** Voting by proxy will not prevent you from voting in person if you attend the Atacama Meeting and revoke your proxy, but will ensure that your vote will be counted if you are unable to attend.

If you are not registered as the holder of your Atacama Shares but hold your Atacama Shares through a broker or other intermediary, you should follow the instructions provided by your broker or other intermediary to vote your Atacama Shares. Failure to do so may result in your Atacama Shares not being voted at the Atacama Meeting.

If you are a registered Atacama Shareholder you have a right to dissent in respect of the Atacama Continuance and, pursuant to the Interim Order, in respect of the Arrangement. **If you are a registered Atacama Shareholder and wish to dissent in connection with the Atacama Continuance, you must deliver a written notice of dissent with respect to the Atacama Continuance at the Atacama Meeting or to 25 Adelaide Street East,**

Suite 1900, Toronto, Ontario, M5C 3A1 at or prior to the Atacama Meeting and must otherwise strictly comply with the dissent procedures set out in Section 190 of the CBCA. Atacama Shareholders who deliver a valid notice of dissent in respect of the Atacama Continuance will be entitled to be paid the fair value of their Atacama Shares if the Atacama Continuance becomes effective, subject to strict compliance with Section 190 of the CBCA. The rights to dissent in respect of the Atacama Continuance are described in more detail in the section of the Circular entitled "*The Atacama Continuance – Dissent Rights in respect of the Atacama Continuance*".

If you are a registered Atacama Shareholder and wish to dissent in respect of the Arrangement, you must deliver a written notice of dissent with respect to the Arrangement to 25 Adelaide Street East, Suite 1900, Toronto, Ontario, M5C 3A1 by 5:00 p.m. (Toronto time) on July 12, 2018, or, in the event of any adjournment or postponement of the Atacama Meeting, by 5:00 p.m. on the Business Day that is two Business Days immediately preceding the date to which the Atacama Meeting has been adjourned or postponed, and must otherwise strictly comply with the dissent procedures set out in Section 185 of the OBCA, as modified by the Interim Order and the plan of arrangement in respect of the Arrangement. As a result of delivering a valid notice of dissent in connection with the Arrangement, if the Arrangement becomes effective, you will be entitled to be paid the fair value of your Atacama Shares, subject to strict compliance with Section 185 of the OBCA, as modified by the Interim Order and the plan of arrangement in respect of the Arrangement. An Atacama Shareholder who validly exercises (and does not withdraw) dissent rights in respect of the Atacama Continuance is not entitled to exercise rights of dissent with respect to the Arrangement in respect of the same Atacama Shares. The rights to dissent in respect of the Arrangement are described in the section of the Circular entitled "*The Arrangement – Dissent Rights in respect of the Arrangement*" and the text of the Interim Order is set forth in Appendix "I" to the Circular. Failure to strictly comply with such requirements may result in the loss or unavailability of any right of dissent.

DATED June 14, 2018.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Albrecht Schneider*"

Dr. Albrecht Schneider
Executive Chairman and Director

RIO2 LIMITED

161 Bay Street, 27th Floor, Office 2769, Toronto, Ontario, Canada M5J 2S1

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS OF RIO2 LIMITED

NOTICE IS HEREBY GIVEN THAT a special meeting (the "**Rio2 Meeting**") of the holders of common shares (the "**Rio2 Shareholders**") of Rio2 Limited ("**Rio2**") will be held at the offices of DLA Piper (Canada) LLP located at Suite 6000, 100 King St. W, Toronto, Ontario, M5X 1E2, Canada on July 16, 2018 at 9:00 a.m. (Toronto time), for the following purposes:

1. to consider pursuant to an interim order of the Ontario Superior Court of Justice dated June 14, 2018 (the "**Interim Order**") and, if thought advisable, to pass, with or without amendment, a special resolution (the "**Rio2 Arrangement Resolution**") approving an arrangement (the "**Arrangement**") under Section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**"), the full text of which is set forth in Appendix "E" to the accompanying management information circular (the "**Circular**");

2 to consider and, if thought advisable, to pass, with or without amendment, an ordinary resolution (the "**Rio2 Amalco Incentive Plans Resolution**"), the full text of which is set forth in Appendix "F" to the Circular, to approve and adopt a new stock option plan and a new share incentive plan of the amalgamated company on completion of the Arrangement, the full texts of which are set out in Appendix "K" and Appendix "L" to the Circular, respectively; and

3. to transact such further or other business as may properly come before the Rio2 Meeting and any adjournment(s) or postponement(s) thereof.

The Circular contains the full text of the Rio2 Arrangement Resolution and the Rio2 Amalco Incentive Plans Resolution and provides additional information relating to the subject matter of the Rio2 Meeting, including the Arrangement and the new stock option and share incentive plans of the amalgamated company on completion of the Arrangement, and is deemed to form part of this Notice of Rio2 Meeting.

The board of directors of Rio2 has fixed June 8, 2018 as the record date for determining Rio2 Shareholders who are entitled to receive notice of and to vote at the Rio2 Meeting. Only Rio2 Shareholders of record on June 8, 2018 are entitled to receive notice of the Rio2 Meeting and to attend and vote at the Rio2 Meeting.

Your vote is important regardless of the number of Rio2 Shares that you own. Whether or not you are able to attend, we encourage registered Rio2 Shareholders to vote by (i) mail or delivery by completing, dating, signing and depositing the enclosed form of proxy with Computershare Trust Company of Canada, Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1; or (ii) faxing your completed proxy to 1-866-249-7775 (toll free), 1-416-263-9524 (international) and following the instructions on the enclosed proxy form. Registered Rio2 Shareholders may also vote using the internet at www.investorvote.com or by telephone, toll free, by calling 1-866-732-VOTE (8683) using a touch-tone telephone. **All proxies must be received by not later than 9:00 a.m. (Toronto time) on July 12, 2018, or, if the Rio2 Meeting is adjourned or postponed, at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Rio2 Meeting is reconvened or subsequently convened.** Voting by proxy will not prevent you from voting in person if you attend the Rio2 Meeting and revoke your proxy, but will ensure that your vote will be counted if you are unable to attend.

If you are not registered as the holder of your Rio2 Shares but hold your Rio2 Shares through a broker or other intermediary, you should follow the instructions provided by your broker or other intermediary to vote your Rio2 Shares. Failure to do so may result in your Rio2 Shares not being voted at the Rio2 Meeting.

If you are a registered Rio2 Shareholder and wish to dissent in respect of the Arrangement, you must deliver a written notice of dissent with respect to the Arrangement to Rio2 c/o of DLA Piper (Canada) LLP, Suite 6000, 100 King St W, Toronto, Ontario M5X 1E2, Attention: Daniel Kenney by 5:00 p.m. (Toronto time) on July 12, 2018, or, in the event of any adjournment or postponement of the Rio2 Meeting, by 5:00 p.m. (Toronto time) on the Business Day that is two Business Days immediately preceding the date to which the Rio2 Meeting has been adjourned or postponed, and must otherwise strictly comply with the dissent procedures set out in Section 185 of the OBCA, as modified by the Interim Order and the plan of arrangement in respect of the Arrangement. As a result of delivering a valid notice of dissent in connection with the Arrangement, if the Arrangement becomes effective, you will be entitled to be paid the fair value of your Rio2 Shares, subject to strict compliance with Section 185 of the OBCA, as modified by the Interim Order and the

plan of arrangement in respect of the Arrangement. The rights to dissent are described in the section of the Circular entitled "*The Arrangement – Dissent Rights in respect of the Arrangement*" and the text of the Interim Order is set forth in Appendix "I" to the Circular. Failure to strictly comply with such requirements may result in the loss or unavailability of any right of dissent.

DATED June 14, 2018.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Alex Black*"

Alex Black
President, Chief Executive Officer and Director

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APPENDICES

JOINT MANAGEMENT INFORMATION CIRCULAR

This Circular is being furnished in connection with the solicitation of proxies by the management of Atacama for use at the Atacama Meeting, to be held at the offices of Stikeman Elliott LLP located at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, M5L 1B9, on July 16, 2018 at 10:00 a.m. (Toronto time) and for the purposes set forth in the accompanying Notice of Special Meeting of Atacama Shareholders, and at any adjournment(s) or postponement(s) thereof. It is expected that the solicitation of proxies by the management of Atacama will be by mail primarily, but proxies may also be solicited personally by the directors and management of Atacama. The cost of such solicitation by management will be borne by Atacama.

This Circular is also being furnished in connection with the solicitation of proxies by the management of Rio2 for use at the Rio2 Meeting, to be held at the offices of DLA Piper (Canada) LLP located at Suite 6000, 100 King St W, Toronto, Ontario M5X 1E2 on July 16, 2018 at 9:00 a.m. (Toronto time) and for the purposes set forth in the accompanying Notice of Special Meeting of Rio2 Shareholders, and at any adjournment(s) or postponement(s) thereof. It is expected that the solicitation of proxies by the management of Rio2 will be by mail primarily, but proxies may also be solicited personally by the directors and management of Rio2. The cost of such solicitation by management will be borne by Rio2.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Circular, including certain of the material incorporated by reference into this Circular, contains "*forward-looking information*" within the meaning of Canadian securities legislation and "*forward-looking statements*" within the meaning of applicable U.S. Securities Laws (collectively, "**forward-looking statements**"). These forward-looking statements are made as of the date of this Circular or as of the date of the document from which they are incorporated by reference.

Forward-looking statements relate to future events or future performance and reflect Atacama and Rio2 managements' expectations or beliefs regarding future events, and include, but are not limited to, statements with respect to the Atacama Continuance; statements with respect to the Arrangement; covenants of Atacama and Rio2; the timing for the implementation of the Atacama Continuance and the Arrangement; the anticipated benefits of the Arrangement; the likelihood of the Arrangement being completed; principal steps of the Arrangement; statements made in, and based upon, the Atacama Fairness Opinion and the Rio2 Fairness Opinion; statements relating to the business and future activities of, and developments related, to Atacama and Rio2 after the date of this Circular and prior to the Effective Time and to Rio2 after the Effective Time; the approval of the Atacama Arrangement Resolution by Atacama Shareholders and Court approval of the Arrangement; market and cash position, and future financial or operating performance of Atacama, Rio2 or Amalco; liquidity of Amalco Shares following the Effective Time; statements based on the unaudited pro forma financial statements of Amalco included in Appendix "S" to this Circular; the anticipated tax treatment of the Arrangement on Atacama Shareholders and Rio2 Shareholders, the stock exchange listing of the Amalco Shares; the names of the initial directors and management of Amalco anticipated developments in operations; the future price of metals; the estimation of mineral reserves and resources and the realization of mineral reserve estimates; the timing and amount of estimated future production; costs of production and capital expenditures; mine life of mineral projects, the timing and amount of estimated capital expenditure; costs and timing of exploration and development and capital expenditures related thereto; operating expenditures; success of exploration activities, estimated exploration budgets; currency fluctuations; requirements for additional capital; government regulation of mining operations; environmental risks; unanticipated reclamation expenses; title disputes or claims; limitations on insurance coverage; the timing and possible outcome of pending litigation in future periods; the timing and possible outcome of regulatory and permitted matters; goals; strategies; future growth; planned exploration activities and planned future acquisitions; the adequacy of financial resources; and other events or conditions that may occur in the future.

Material factors and assumptions upon which such forward-looking statements are based include: that the required approvals for the Atacama Continuance will be obtained from Atacama Shareholders; that the required approvals for the Arrangement will be obtained from Atacama Shareholders, the Rio2 Shareholders, the Court and the TSXV; that the escrowed proceeds from the Rio2 Financing not having been returned to investors at any time prior to the Effective Time; and that all other conditions to the completion of the Arrangement will be satisfied or waived. These assumptions are based on factors and events that are not within the control of Atacama and there is no assurance they will prove to be correct.

In certain cases, forward-looking statements can be identified by the use of words such as "plans", "expects" or "does not expect", "is expected", "budget", "potential", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "will", "may", "could", "would", "might" or "will be taken", "occur" or "be achieved" or the negative of these terms or comparable terminology. By their very nature, forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Atacama, Rio2 and/or Amalco to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. A variety of material factors include, among others: the Arrangement Agreement being terminated in certain circumstances; the terms of the Arrangement Agreement limiting the actions that may be taken by the Atacama Board in response to an Acquisition Proposal; certain conditions precedent to the Arrangement not being satisfied; Atacama and Rio2 incurring certain costs even if the Arrangement is not completed, including payment of the Atacama Termination Fee or Rio2 Termination Fee, as the case may be, or the Termination Expense Reimbursement; failure to complete the Arrangement, could negatively impact the market price of the Atacama Shares and/or the Rio2 Shares and future business and financial results; a "market overhang" could adversely affect the market price of Amalco Shares after completion of the Arrangement; risks related to the integration of Atacama's and Rio2's businesses; capital requirements and operating risks associated with the operations of Amalco after the Effective Time; risks associated with aggregating the individual risks affecting Atacama and Rio2 separately; as well as those risks described under the heading "*Risk Factors*" in this Circular and those factors detailed from time to time in Atacama's and Rio2's interim and annual financial statements and management's discussion and analysis of those statements and in Atacama's and Rio2's AIFs, all of which are filed and available for review on their respective profiles on SEDAR at www.sedar.com. This list is not exhaustive of the factors that may affect any forward-looking statements of Atacama, Rio2 or Amalco.

Although each of Atacama and Rio2 has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. Atacama and Rio2 provide no assurances that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Atacama and Rio2 do not intend, and do not assume any obligation, to update any forward-looking statements, other than as required by applicable law. Accordingly, readers should not place undue reliance on forward-looking statements.

NOTICE TO UNITED STATES SHAREHOLDERS

The Amalco Shares to be issued to Atacama Shareholders and Rio2 Shareholders pursuant to the Arrangement have not been registered under the U.S. Securities Act or applicable state securities laws. The Amalco Shares, other than those that will be issued to holders of Rio2 Subscription Receipts who acquire Rio2 Shares that are exchanged for Amalco Shares under the Arrangement, are being issued in reliance on the exemption from the registration requirements of the U.S. Securities Act set forth in Section 3(a)(10) thereof on the basis of the approval of the Court, which will consider, among other things, the fairness of the Arrangement to Atacama Shareholders and Rio2 Shareholders as further described in this Circular under the heading "*The Arrangement – Securities Law Matters*", and in reliance on exemptions from registration under applicable state securities laws.

The solicitation of proxies made pursuant to this Circular is not subject to the requirements of Section 14(a) of the U.S. Exchange Act by virtue of an exemption applicable to proxy solicitations by "foreign private issuers" (as defined in Rule 3b-4 under the U.S. Exchange Act). Accordingly, this Circular has been prepared in accordance with disclosure requirements applicable in Canada. Atacama Shareholders and Rio2 Shareholders should be aware that such requirements are different from those of the United States applicable to registration statements under the U.S. Securities Act and to proxy statements under the U.S. Exchange Act.

Information concerning the properties and operations of Atacama and Rio2 has been prepared in accordance with the requirements of Canadian Securities Laws, which differ from the requirements of U.S. Securities Laws. Unless otherwise indicated, all mineral reserve and mineral resource estimates included in this Circular have been prepared in accordance with NI 43-101 and the Canadian Institute of Mining, Metallurgy and Petroleum definitions and classification system. NI 43-101 is a rule developed by the Canadian Securities Administrators that establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects.

Canadian standards, including NI 43-101, differ significantly from the requirements of the SEC, and mineral reserve and mineral resource information contained or incorporated by reference in this Circular may not be comparable to similar information disclosed by United States companies. In particular, and without limiting the generality of the foregoing, the term "resource" does not equate to the term "reserve". Under United States standards, mineralization may not be classified as a "reserve" unless the determination has been made that the mineralization could be economically and legally produced or extracted at the time the reserve determination is made. Among other things, all necessary permits would need to be in hand or issuance imminent in order to classify mineralized material as reserves under SEC standards. The SEC's disclosure standards normally do not permit the inclusion of information concerning "measured mineral resources", "indicated mineral resources" or "inferred mineral resources" or other descriptions of the amount of mineralization in mineral deposits that do not constitute "reserves" by United States standards in documents filed with the SEC. United States investors are cautioned not to assume that all or any part of "measured mineral resources" or "indicated mineral resources" will ever be converted into reserves. United States investors should also understand that "inferred mineral resources" have an even greater amount of uncertainty as to their existence and as to their economic and legal feasibility. It cannot be assumed that all or any part of an "inferred mineral resource" will ever be upgraded to a category having a higher degree of certainty. Under Canadian rules, estimates of "inferred mineral resources" may not form the basis of feasibility or pre-feasibility studies except in rare cases. Investors are cautioned not to assume that all or any part of an "inferred mineral resource" exists or is economically or legally mineable. Disclosure of "contained tonnes" in a mineral resource estimate is permitted disclosure under NI 43-101 provided that the grade or quality and the quantity of each category is stated; however, the SEC normally only permits issuers to report mineralization that does not constitute "reserves" by SEC standards as in place tonnage and grade without reference to unit measures. The requirements of NI 43-101 for identification of "reserves" are also not the same as those of the SEC, and reserves reported in compliance with NI 43-101 may not qualify as "reserves" under SEC standards. Accordingly, information contained in this Circular and the documents incorporated by reference herein containing descriptions of mineral deposits may not be comparable to similar information made public by U.S. companies subject to the reporting and disclosure requirements under the U.S. federal Securities Laws and the rules and regulations thereunder.

Financial statements included or incorporated by reference in this Circular have been prepared in accordance with IFRS, as issued by the International Accounting Standards Board, and are subject to Canadian auditing and auditor independence standards, which differ from United States generally accepted accounting principles, and which apply different auditing and auditor independence standards. These differences may be material in certain respects, and thus they may not be comparable to financial statements of U.S. companies.

Atacama Shareholders and Rio2 Shareholders who are resident in, or citizens of, the United States are advised to consult their own tax advisors to determine the particular United States tax consequences to them of the Arrangement in light of their particular situation, as well as any tax consequences that may arise under the Laws of any other relevant foreign, state, local, or other taxing jurisdiction.

The enforcement by Atacama Shareholders and Rio2 Shareholders of civil liabilities under U.S. Securities Laws may be affected adversely by the fact that Atacama and Rio2 are, and Amalco will be, incorporated outside the United States, that some or all of its officers and directors and the experts named herein are residents of a foreign country and that some or all of the assets of Atacama, Rio2, Amalco and the aforementioned persons are located outside the United States. As a result, it may be difficult or impossible for Atacama Shareholders and Rio2 Shareholders to effect service of process within the United States upon Atacama, Rio2 or Amalco, respectively, their respective officers or directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under U.S. federal Securities Laws or "blue-sky" laws or any fraud provisions of any state within the United States. In addition, Atacama Shareholders and Rio2 Shareholders should not assume that the courts of Canada (a) would allow them to sue Atacama, Rio2, Amalco, their respective officers or directors, or the experts named herein in the courts of Canada, (b) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under U.S. federal Securities Laws or "blue-sky" laws or any fraud provisions of any state within the United States, or (c) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under U.S. federal Securities Laws or "blue-sky" laws or any fraud provisions of any state within the United States.

NI 43-101 COMPLIANCE

Technical information relating to the Cerro Maricunga Gold Project contained in this Circular is derived from, and in some instances is an extraction from, the "Technical Report on the Cerro Maricunga Project Pre-Feasibility"

filed on www.sedar.com on October 6, 2014 with an effective date of August 19, 2014 (also called the "**Cerro Maricunga PFS**" in this Circular). The authors of this report are Maria Leticia Conca Benito, Carlos Guzman, and Dr. Eduardo Magi. Each has reviewed, approved, and consented to the disclosure in this Circular derived and extracted from the Cerro Maricunga PFS.

Maria Leticia Conca Benito, Metallurgy Engineer, Registered Member of the Chilean Mining Commission is an independent qualified person under NI 43-101. Ms. Benito was responsible for the compilation of the information and preparation of the overall Cerro Maricunga PFS and was responsible for the information provided for the metallurgy and process plant design.

Carlos Guzmán, a mining engineer, a fellow of the Australasian Institute of Mining and Metallurgy and a Registered Member of the Chilean Mining Commission, is an independent qualified person under NI 43-101. Mr. Guzmán is a Principal and Project Director with NCL Ingeneiría y Construcción Ltda., Santiago, Chile. Mr. Guzmán was responsible for the mining related sections of the Cerro Maricunga PFS, including the generation of the pit shell for constrained resources and the mineral reserve estimate.

Dr. Eduardo Magri is a mining engineer (University of Witwatersrand) and a Fellow of the Southern African Institute of Mining and Metallurgy, is an independent qualified person under NI 43-101. Dr. Eduardo Magri was responsible for the global mineral resource estimate. The Cerro Maricunga Gold Project resource estimate was prepared under Canadian Institute of Mining, Metallurgy and Petroleum ("**CIM**") Standards on Mineral Resources and Reserves - Definitions and Guidelines (2014).

Sergio Diaz, a resident of Viña Del Mar, Chile and a registered member of the "Comisión Calificadora de Competencias en Recursos y Reservas Mineras" (Chilean Mining Commission, registry n° 051), is an independent qualified person under NI 43-101 for scientific and technical information regarding the Cerro Maricunga Gold Project not contained in the Cerro Maricunga PFS but included in this Circular.

GENERAL MATTERS

Information in this Circular

The information contained in this Circular is given as at June 14, 2018, except where otherwise noted and except that information in documents incorporated by reference is given as of the dates noted therein.

No person has been authorized to give any information or to make any representation in connection with the matters described herein other than those contained in this Circular and, if given or made, any such information or representation should be considered not to have been authorized by Atacama or Rio2. This Circular does not constitute the solicitation of an offer to purchase any securities or the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation. Neither the delivery of this Circular nor any distribution of securities referred to herein shall, under any circumstances, create any implication that there has been no change in the information set forth herein since the date of this Circular.

All summaries of, and references to, the Arrangement and the Arrangement Agreement are qualified in their entirety by reference, in the case of the Arrangement, to the complete text of the Plan of Arrangement attached as Appendix "A" to this Circular and, in the case of the Arrangement Agreement, to the complete text of such agreement, which is available under each of Atacama's and Rio2's profiles on the Canadian securities regulatory authorities' website at www.sedar.com.

Information contained in this Circular should not be construed as legal, tax or financial advice and Atacama Shareholders and Rio2 Shareholders are urged to consult their own professional advisors in connection therewith.

THE ARRANGEMENT HAS NOT BEEN RECOMMENDED BY, OR APPROVED OR DISAPPROVED BY THE SEC OR THE SECURITIES AUTHORITY IN ANY STATE OF THE UNITED STATES, NOR HAS THE SEC OR THE SECURITIES AUTHORITY OF ANY STATE OF THE UNITED STATES PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR UPON THE ADEQUACY OR ACCURACY OF THE INFORMATION CONTAINED IN THIS CIRCULAR AND ANY DOCUMENTS INCORPORATED BY REFERENCE HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Information in this Circular Regarding Rio2 and Amalco

All information concerning Rio2, its affiliates, Amalco (other than the information in Appendix "R" to this Circular under the headings "*Description of Material Property*" and "*Summary of Mineral Resources and Mineral Reserve Estimates*"), the Rio2 Shares and the Amalco Shares contained in this Circular and all Rio2 documents filed by Rio2 with a securities commission or similar authority in Canada that are incorporated by reference herein have been provided by Rio2 for inclusion in this Circular. In the Arrangement Agreement, Rio2 provided a covenant to Atacama that it would ensure that any information provided by it for inclusion in this Circular or in any amendments or supplements to this Circular shall be accurate and complete in all material respects as the relevant date of such information and shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it is disclosed. Although Atacama has no knowledge that would indicate any statements contained herein relating to Rio2, its affiliates, Amalco (other than the information in Appendix "R" to this Circular under the headings "*Description of Material Property*" and "*Summary of Mineral Resources and Mineral Reserve Estimates*"), the Rio2 Shares or the Amalco Shares taken from or based upon such information provided by Rio2 are untrue or incomplete, neither Atacama nor any of its officers or directors assumes any responsibility for the accuracy or completeness of the information relating to Rio2, its affiliates, Amalco (other than the information in Appendix "R" to this Circular under the headings "*Description of Material Property*" and "*Summary of Mineral Resources and Mineral Reserve Estimates*"), the Rio2 Shares or the Amalco Shares, or for any failure by Rio2 to disclose facts or events that may have occurred or may affect the significance or accuracy of any such information but which are unknown to Atacama.

Information in this Circular Regarding Atacama and the Cerro Maricunga Gold Project

All information concerning Atacama, its affiliates and the Atacama Shares contained in this Circular and all information in Appendix "R" to this Circular under the headings "*Description of Material Property*" and "*Summary of Mineral Resources and Mineral Reserve Estimates*", and all Atacama documents filed by Atacama with a securities commission or similar authority in Canada that are incorporated by reference herein have been provided by Atacama for inclusion in this Circular. In the Arrangement Agreement, Atacama provided a covenant to Rio2 that it would ensure that any information provided by it for inclusion in this Circular or in any amendments or supplements to this Circular shall be accurate and complete in all material respects as the relevant date of such information and shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it is disclosed. Although Rio2 has no knowledge that would indicate any statements contained herein relating to Atacama, its affiliates or the Atacama Shares or contained in Appendix "R" under the headings "*Description of Material Property*" and "*Summary of Mineral Resources and Mineral Reserve Estimates*", taken from or based upon such information provided by Atacama are untrue or incomplete, neither Rio2 nor any of its officers or directors assumes any responsibility for the accuracy or completeness of the information relating to Atacama, its affiliates or the Atacama Shares, or the information contained in Appendix "R" under the headings "*Description of Material Property*" and "*Summary of Mineral Resources and Mineral Reserve Estimates*" or for any failure by Atacama to disclose facts or events that may have occurred or may affect the significance or accuracy of any such information but which are unknown to Rio2.

Reporting Currencies

Unless otherwise indicated, all references in this Circular to "$" refer to Canadian dollars.

SUMMARY

The following information is a summary of the contents of this Circular. This summary is provided for convenience only and the information contained in this summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information and statements contained elsewhere in this Circular. Capitalized terms in this Summary have the meaning set out in the Glossary of Terms or as set out herein. The full text of the Arrangement Agreement is available on SEDAR at www.sedar.com under the profiles of each of Atacama and Rio2.

The Meetings

Atacama Meeting

The Atacama Meeting will be held at the offices of Stikeman Elliott LLP located at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, M5L 1B9, on July 16, 2018 at 10:00 a.m. (Toronto time).

The Atacama Record Date for determining the Atacama Shareholders entitled to receive notice of and to vote at the Atacama Meeting is the close of business on June 8, 2018.

At the Atacama Meeting, Atacama Shareholders will be asked to consider and, if deemed advisable, to pass:

(1) The Atacama Continuance Resolution approving the continuance of Atacama from the CBCA to the OBCA. The full text of the Atacama Continuance Resolution is set out in Appendix "B" to this Circular. In order for the Atacama Continuance to become effective, the Atacama Continuance Resolution must be approved by at least a two-thirds majority of the votes cast by Atacama Shareholders.

(2) The Atacama Arrangement Resolution approving the Arrangement. The full text of the Atacama Arrangement Resolution is set out in Appendix "C" to this Circular. In order for the Arrangement to become effective, the Atacama Arrangement Resolution must be approved by: (a) at least a two-thirds majority of the votes cast by Atacama Shareholders; and (b) a simple majority of the votes cast by Atacama Shareholders, excluding the votes cast in respect of Atacama Shares held by certain parties in accordance with MI 61-101.

(3) The Atacama Amalco Incentive Plans Resolution approving and adopting the Amalco Incentive Plans for the amalgamated company on completion of the Arrangement. The full text of the Atacama Amalco Incentive Plans Resolution is set out in Appendix "D" to this Circular. In order for the Amalco Incentive Plans to be adopted by Amalco on completion of the Arrangement, the Atacama Amalco Incentive Plans Resolution must be approved by a simple majority of the votes cast by Atacama Shareholders.

Rio2 Meeting

The Rio2 Meeting will be held at the offices of DLA Piper (Canada) LLP located at Suite 6000, 100 King St W, Toronto, Ontario M5X 1E2 on July 16, 2018 at 9:00 a.m. (Toronto time).

The Rio2 Record Date for determining the Rio2 Shareholders entitled to receive notice of and to vote at the Rio2 Meeting is the close of business on June 8, 2018.

At the Rio2 Meeting, Rio2 Shareholders will be asked to consider and, if deemed advisable, to pass:

(1) The Rio2 Arrangement Resolution approving the Arrangement. The full text of the Rio2 Arrangement Resolution is set out in Appendix "E" to this Circular. In order for the Arrangement to become effective, the Rio2 Arrangement Resolution must be approved by at least a two-thirds majority of the votes cast by Rio2 Shareholders.

(2) The Rio2 Amalco Incentive Plans Resolution approving and adopting the Amalco Incentive Plans for the amalgamated company on completion of the Arrangement. The full text of the Rio2 Amalco Incentive Plans Resolution is set out in Appendix "F" to this Circular. In order for the Amalco Incentive Plans to be adopted by Amalco on completion of the Arrangement, the Rio2 Amalco Incentive Plans Resolution must be approved by a simple majority of the votes cast by Rio2 Shareholders.

The Arrangement

The purpose of the Arrangement is to effect the combination of Atacama and Rio2. The Arrangement will be implemented by way of a court-approved plan of arrangement under Section 182 of the OBCA.

Under the terms of the Arrangement Agreement and the Plan of Arrangement, among other things, Atacama will continue under the OBCA and Atacama and Rio2 will be amalgamated and continue as one corporation ("**Amalco**") and, upon completion and as a result of the Arrangement,

- Atacama Shareholders will receive 0.6601 of an Amalco Share for each Atacama Share held; and
- Rio2 Shareholders will receive 0.6667 of an Amalco Share for each Rio2 Share held.

See "*The Arrangement – Effect of the Arrangement*" in this Circular.

Rio2 Financing

Under the Arrangement Agreement, Atacama's obligation to complete the Arrangement is conditional upon (among other things), Rio2 completing the Rio2 Financing prior to the Effective Time. The Rio2 Financing was completed on May 31, 2018 by the issue and sale of 10,000,000 Rio2 Subscription Receipts for gross proceeds of $10,000,000. Such proceeds, less the 50% of the Underwriters' commission and the expenses of the Underwriters, are currently held in escrow and will be released at the Effective Time.

Each Rio2 Subscription Receipt will be automatically converted, for no additional consideration and without any further action on the part of the holder thereof, for one Rio2 Share upon the satisfaction of the release conditions. The Rio2 Shares issued on conversion of the Rio2 Subscription Receipts will be automatically be exchanged for Amalco Shares under the Arrangement on the same basis as the other Rio2 Shares are exchanged.

See "*The Arrangement – The Rio2 Financing*" in this Circular.

Recommendations of the Boards

Recommendation of the Atacama Board

After careful consideration, the receipt of financial and legal advice, including a fairness opinion from BMO Capital Markets and the unanimous recommendation of the Atacama Special Committee in favour of the Arrangement, the Atacama Board has unanimously determined that the Arrangement is fair to Atacama Shareholders, and that the Arrangement is in the best interests of Atacama. **Accordingly, the Atacama Board unanimously recommends that Atacama Shareholders vote <u>FOR</u> the Atacama Arrangement Resolution**.

In order for the Arrangement to become effective, Atacama must have been continued from the CBCA to the OBCA. Accordingly, **the Atacama Board unanimously recommends that Atacama Shareholders vote <u>FOR</u> the Atacama Continuance Resolution**.

On completion of the Arrangement it is proposed that Amalco to adopt the Amalco Share Incentive Plan and the Amalco Stock Option Plan. **The Atacama Board also unanimously recommends that Atacama Shareholders vote <u>FOR</u> the Atacama Amalco Incentive Plans Resolution.**

See "*The Arrangement – Recommendation of the Atacama Board*" in this Circular.

Recommendation of the Rio2 Board

After careful consideration, the receipt of financial and legal advice, including a fairness opinion from Raymond James, the Rio2 Board has unanimously determined that the Arrangement is fair to Rio2 Shareholders, and that the Arrangement is in the best interests of Rio2. **Accordingly, the Rio2 Board unanimously recommends that Rio2 Shareholders vote FOR the Rio2 Arrangement Resolution**.

On completion of the Arrangement it is proposed that Amalco to adopt the Amalco Share Incentive Plan and the Amalco Stock Option Plan. **The Rio2 Board also unanimously recommends that Rio2 Shareholders vote FOR the Rio2 Amalco Incentive Plans Resolution.**

See "*The Arrangement – Recommendation of the Rio2 Board*" in this Circular.

Reasons for the Arrangement

Reasons for the Atacama Board Recommendation

In the course of their evaluation of the Arrangement, the Atacama Special Committee and the Atacama Board consulted with their legal and financial advisors, received a fairness opinion from BMO Capital Markets, and considered a number of factors in arriving at their recommendation including, among others, the following:

- *Significant Premium for Atacama Shareholders*. The exchange ratio represents consideration to Atacama Shareholders of $0.95 per Atacama Share based on the closing price of Rio2 Shares on the TSXV as at May 11, 2018 (the last trading day before the Arrangement was publicly announced). This value implies a 58% premium over the May 11, 2018 closing price of Atacama Shares of $0.60 and a 45% premium calculated on 20-day volume-weighted average trading price of the Atacama Shares and Rio2 Shares on the TSXV as of May 11, 2018.
- *Participation by Atacama Shareholders in Future Growth.* Atacama Shareholders will receive Amalco Shares pursuant to the Arrangement and will have the opportunity to participate in any increase in the value of Amalco, including any value creation associated with the development of the Cerro Maricunga Gold Project. On completion of the Arrangement, Atacama Shareholders will own approximately 57.5% of the Amalco Shares (on a fully-diluted in-the-money basis).
- *Cash Resources to Advance the Development of the Cerro Maricunga Gold Project.* Assuming the release of the currently escrowed proceeds of the Rio2 Financing, Amalco is expected to have sufficient cash to continue to advance the development of the Cerro Maricunga Gold Project.
- *Attractive Americas-focused Gold Portfolio.* Amalco is expected to benefit from geographic diversification and provide a strong platform for expansion within Chile, Peru and Nicaragua.
- *Enhanced Capital Markets Profile.* Amalco is expected to benefit from increased institutional and retail investor interest.
- *Experienced Management Team.* Atacama Shareholders are expected to benefit from the experience of Rio2's proven management team, whose members have a record of developing and operating heap leach gold mines in South America. Rio2's management team has successfully acquired and developed mines with an organizational culture that focuses on prudent capital management and the development of high-margin, strong free-cash-flowing mining operations.

- *Review of Alternatives.* The Atacama Special Committee and the Atacama Board, with the assistance of BMO Capital Markets, investigated a broad range of acquisition and/or merger alternatives and solicited proposals from those parties that the Atacama Special Committee believed, with the advice of BMO Capital Markets, represented the most likely interested qualified purchasers, and concluded that the proposed transaction with Rio2 provided greater value to Atacama Shareholders.
- *Low Completion Risk.* The likelihood of the Arrangement being completed is considered to be high, in light of the support received for the transaction from the directors and officers of both Atacama and Rio2, holding approximately 22.6% of the outstanding Atacama Shares and approximately 50.8% of the outstanding Rio2 Shares, respectively, the experience and reputation of Rio2 and the absence of significant closing conditions, other than the approval of Atacama Shareholders and Rio2 Shareholders, the approval by the Court of the Arrangement, the completion of the Rio2 Financing and other customary closing conditions.
- *Advice from BMO Capital Markets.* Based upon and subject to the analyses, assumptions, qualifications and limitations set out in the Atacama Fairness Opinion, BMO Capital Markets was of the opinion that, as of the date of the Atacama Fairness Opinion, the consideration to be received by Atacama Shareholders pursuant to the Arrangement was fair from a financial point of view to the Atacama Shareholders. See "*The Arrangement — Atacama Fairness Opinion of BMO Capital Markets*" and Appendix "G" to this Circular "*Atacama Fairness Opinion*".
- *Ability to Respond to Unsolicited Superior Proposals.* Subject to the terms of the Arrangement Agreement, the Atacama Board is able to respond to any unsolicited bona fide written proposal that would, taking into account all of the terms and conditions of such proposal, if consummated in accordance with its terms, result in a transaction which is more favourable to the Atacama Shareholders from a financial point of view than the Arrangement.
- *Acceptance by Directors and Officers.* On or about May 14, 2018, directors and officers of Atacama, holding in aggregate approximately 22.6% of the outstanding Atacama Shares, entered into Atacama Support Agreements with Rio2 pursuant to which they have agreed to vote their Atacama Shares in favour of the Arrangement.
- *Atacama Shareholder Approval.* The Arrangement must be approved by (a) at least a two-thirds majority of the votes cast by Atacama Shareholders; and (b) at least a simple majority of the votes cast by the Atacama Shareholders present in person or represented by proxy at the Atacama Meeting, excluding the votes cast in respect of Atacama Shares held by certain parties in accordance with MI 61-101.
- *Court Approval.* In order to become effective, the Arrangement must be approved by the Court, which will consider, among other things, the fairness and reasonableness of the Arrangement to the Atacama Shareholders.
- *Dissent Rights*. The terms of the Plan of Arrangement provide that registered Atacama Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise Dissent Rights in respect of the Arrangement (as described in the Plan of Arrangement) and, if ultimately successful, receive fair value for their Atacama Shares.

- *Tax Deferred Rollover.* Atacama Shareholders who are Resident Shareholders (other than Dissenting Shareholders) generally will be able to defer all or part of the Canadian income tax on any capital gain that would otherwise arise on an exchange of their Atacama Shares for Amalco Shares.

See *"The Arrangement – Reasons for the Atacama Board Recommendations*" in this Circular.

Reasons for the Rio2 Board Recommendation

In the course of its evaluation of the Arrangement, the Rio2 Board consulted with management and received the results of management's review and evaluation of Atacama and the Cerro Maricunga Gold Project. The Rio2 Board also consulted with its legal and financial advisors, received a fairness opinion from Raymond James, and considered a number of factors in arriving at their recommendation including, among others, the following:

- *Compelling Strategic Rationale.* Combining the advanced pre-feasibility development stage of the Cerro Maricunga Gold Project and Rio2's core strengths as a project developer and operator.
- *Establishes Rio2 as an emerging gold development company.* The Cerro Maricunga Project has strong positioning when compared to other similar gold projects. It is one of the largest undeveloped pre-feasibility level gold oxide projects in the Americas.
- *Leverages Rio2 team's core strengths.* Rio2 Shareholders are expected to benefit from Rio2's deployment of their experience in developing and operating analogous heap leach gold mines. Rio2's management team has successfully developed two-open pit, gold heap leach projects that had similar mineralization as the Cerro Maricunga Gold Project. Rio2's organizational culture focuses on prudent capital management and the development of high-margin, strong free-cash-flowing mining operations.
- *Extensive Project Review.* The Rio2 team spend a considerable amount of time completing due diligence on a number of gold projects before selecting Atacama due to the unique characteristics of the Cerro Maricunga Gold Project which present a strong fit for the strengths of the Rio2 team given its prior experience in developing similar projects successfully and enhancing shareholder value as a result.
- *Enhanced Capital Markets Profile.* The fundamental technical aspects of the Cerro Maricunga Gold Project and development track record of the Rio2 team sets the stage for Amalco to continue to have access to the capital markets to advance the development of the Cerro Maricunga Gold Project. Amalco is expected to benefit from increased institutional and retail investor interest.
- *Participation by Rio2 Shareholders in Future Growth.* Rio2 Shareholders will receive Amalco Shares pursuant to the Arrangement and will have the opportunity to participate in any value creation associated with the Cerro Maricunga Gold Project.
- *Low Completion Risk.* The likelihood of the Arrangement being completed is considered to be high, in light of the support received for the transaction from the directors and officers of both Atacama and Rio2, holding approximately 22.6% of the outstanding Atacama Shares and approximately 50.8% of the outstanding Rio2 Shares, respectively, the experience and reputation of Rio2 and the absence of significant closing conditions, other than the approval of Atacama Shareholders and Rio2 Shareholders, the approval by the Court of the Arrangement, the completion of the Rio2 Financing and other

customary closing conditions.

- *Fairness Opinion of Raymond James.* Based upon and subject to the analyses, assumptions, qualifications and limitations set out in the Rio2 Fairness Opinion, Raymond James was of the opinion that, as of the date of the Rio2 Fairness Opinion, the consideration to be received by Rio2 Shareholders pursuant to the Arrangement was fair from a financial point of view to the Rio2 Shareholders. See "*The Arrangement — Rio2 Fairness Opinion of Raymond James* " and Appendix "H" to this Circular "Rio2 Fairness Opinion".

- *Support of Directors and Officers.* On or about May 14, 2018, directors and senior officers of Rio2, holding in aggregate approximately 50.8% of the outstanding Rio2 Shares, entered into Rio2 Support Agreements with Atacama pursuant to which they have agreed to vote their Rio2 Shares in favour of the Arrangement.

- *Negotiated Transaction.* The Arrangement Agreement is the result of an arm's length negotiation process and includes terms and conditions that are reasonable in the judgment of the Rio2 Board.

- *Tax Deferred Rollover.* Rio2 Shareholders who are Resident Shareholders (other than Dissenting Shareholders) generally will be able to defer all or part of the Canadian income tax on any capital gain that would otherwise arise on an exchange of their Rio2 Shares for Amalco Shares.

In making its determinations and recommendations, the Rio2 Board also observed that a number of procedural safeguards were in place and are present to permit the Rio2 Board to represent the interests of Rio2 and the Rio2 Shareholders. These procedural safeguards include, among others:

- *Court Approval.* In order to become effective, the Arrangement must be approved by the Court, which will consider, among other things, the fairness and reasonableness of the Arrangement to the Rio2 Shareholders.

- *Rio2 Shareholder Approval.* The Arrangement must be approved by at least a two-thirds majority of the votes cast by Rio2 Shareholders at the Rio2 Meeting.

- *Dissent Rights.* The terms of the Plan of Arrangement provide that registered Rio2 Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise Dissent Rights in respect of the Arrangement (as described in the Plan of Arrangement) and, if ultimately successful, receive fair value for their Rio2 Shares.

See "*The Arrangement – Reasons for the Rio2 Board Recommendations*" in this Circular.

Support Agreements

On May 14, 2018, each of the directors and officers of Atacama, holding in aggregate approximately 22.6% of the outstanding Atacama Shares entered into Atacama Support Agreements with Rio2 pursuant to which, among other things, they have agreed to vote their Atacama Shares in favour of the Atacama Arrangement Resolution, the Atacama Continuance Resolution and the Atacama Amalco Incentive Plans Resolution.

Each of the directors and officers of Rio2, holding in aggregate approximately 50.8% of the outstanding Rio2 Shares as of the Rio2 Record Date, entered into Rio2 Support Agreements with Atacama pursuant to which, among other things, they have agreed to vote their Rio2 Shares in favour of the Rio2 Arrangement Resolution and the Rio2 Amalco Incentive Plans Resolution.

See "*The Arrangement – Support Agreements*" in this Circular.

Fairness Opinions

Atacama Fairness Opinion of BMO Capital Markets

As at the date of the Atacama Fairness Opinion, and subject to and based on the scope of review, assumptions, limitations, fairness methodologies and qualifications described therein, BMO Capital Markets has concluded that the Atacama Share Consideration to be received by the Atacama Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Atacama Shareholders.

See "*The Arrangement – Atacama Fairness Opinion of BMO Capital Markets*" in this Circular and the full text of the Atacama Fairness Opinion describing the scope of review, assumptions and limitations, and fairness methodology of BMO Capital Markets attached as Appendix "G" to this Circular. Atacama Shareholders are encouraged to carefully read the Atacama Fairness Opinion in its entirety. The Atacama Fairness Opinion was provided solely for use of the Atacama Special Committee and the Atacama Board in connection with its consideration of the Arrangement and is not a recommendation as to how Atacama Shareholders should vote in respect of the Atacama Arrangement Resolution.

Rio2 Fairness Opinion of Raymond James

As at the date of the Rio2 Fairness Opinion, and subject to and based on the scope of review, assumptions, limitations, fairness methodologies and qualifications described therein, Raymond James has concluded that the Rio2 Share Consideration to be received by the Rio2 Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Rio2 Shareholders as of the date of the Arrangement Agreement.

See "*The Arrangement – Rio2 Fairness Opinion of Raymond James*" in this Circular and the full text of the Rio2 Fairness Opinion describing the scope of review, assumptions and limitations, and fairness methodology of Raymond James attached as Appendix "H" to this Circular. Rio2 Shareholders are encouraged to carefully read the Rio2 Fairness Opinion in its entirety. The Rio2 Fairness Opinion was provided solely for use of Rio2 Board in connection with its consideration of the Arrangement and is not a recommendation as to how Rio2 Shareholders should vote in respect of the Rio2 Arrangement Resolution.

Conditions to Completion of the Arrangement

The implementation of the Arrangement is subject to a number of conditions being satisfied, or waived by Atacama and Rio2, on or before the Effective Date, including, but not limited to the following:

- the approval of the Atacama Arrangement Resolution and the Atacama Continuance Resolution at the Atacama Meeting in accordance with applicable Laws and, in the case of the Atacama Arrangement Resolution, the Interim Order;
- the approval of the Rio2 Arrangement Resolution at the Rio2 Meeting in accordance with the Interim Order and applicable Laws;
- each of the Interim Order and the Final Order having been obtained in form and substance satisfactory to each of Atacama and Rio2, each acting reasonably, and not set aside or modified in a manner unacceptable to Atacama and Rio2, acting reasonably, on appeal or otherwise; and
- no Law having been enacted, issued, promulgated, enforced, made, entered, issued or applied and no proceeding otherwise having been taken under any Laws or by any Governmental Authority (whether temporary, preliminary or permanent) that is in effect at the Effective Time and makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement.

The obligation of Atacama to complete the Arrangement is also subject to a number of additional conditions being satisfied, or waived by Atacama, on or before the Effective Date, including, but not limited to the following:

- Rio2 Shareholders not having exercised Dissent Rights, or instituted proceedings to exercise Dissent Rights, in connection with the Arrangement (other than Rio2 Shareholders representing not more than 5% of the Rio2 Shares then outstanding);
- the Rio2 Financing having been completed (and the proceeds thereof being held in escrow to be released at the Effective Time) prior to the application for the Final Order;
- the escrowed proceeds from the Rio2 Financing not having been returned to investors at any time prior to the Effective Time;
- Rio2 having delivered evidence satisfactory to Atacama, acting reasonably, of the approval of the listing and posting for trading on the TSXV of the Amalco Shares, subject only to the satisfaction of the customary listing conditions of the TSXV; and
- there not having occurred a Rio2 Material Adverse Effect.

The obligation of Rio2 to complete the Arrangement is also subject to a number of additional conditions being satisfied, or waived by Rio2, on or before the Effective Date, including, but not limited to the following:

- Atacama Shareholders not having exercised Dissent Rights, or instituted proceedings to exercise Dissent Rights, in connection with the Arrangement (other than Atacama Shareholders representing not more than 5% of the Atacama Shares then outstanding);
- Atacama having delivered to Rio2 a title opinion of Baker & McKenzie SpA in connection with the Cerro Maricunga Gold Project updated to a date within three (3) Business Days of the Effective Date;
- there not having occurred an Atacama Material Adverse Effect; and
- the Rio2 Support Agreement between Albrecht Schneider and Rio2 not having been terminated or breached, in any material respect, by Albrecht Schneider.

See "*The Arrangement – The Arrangement Agreement – Conditions to the Arrangement Becoming Effective*" in this Circular.

Non-Solicitation of Superior Proposals by Atacama

Pursuant to the Arrangement Agreement, Atacama has agreed not to solicit, initiate, encourage or otherwise facilitate any Acquisition Proposals. However, the Atacama Board does have the right to consider and accept a Superior Proposal under certain conditions. Rio2 has a matching right to amend the terms of the Arrangement Agreement in response to any Acquisition Proposal that the Atacama Board has determined is a Superior Proposal, in order for that Superior Proposal to no longer provide a transaction more favourable from a financial point of view to the Atacama Shareholders than the Arrangement. If Rio2 does not exercise its matching right and Atacama terminates the Arrangement Agreement in order to accept a Superior Proposal, Atacama must pay Rio2 the Atacama Termination Fee.

See "*The Arrangement Agreement*" in this Circular.

Termination of Arrangement Agreement

The Arrangement Agreement may be terminated before the Effective Time in certain circumstances, some of which lead to payment by Atacama to Rio2 of the Atacama Termination Fee, the payment by Rio2 of the Rio2 Termination Fee or require either Atacama or Rio2 to pay the Termination Expense Reimbursement.

See below and "*The Arrangement – The Arrangement Agreement – Termination*" in this Circular.

Atacama Termination Fee

The Atacama Termination Fee is $3,000,000. The Atacama Termination Fee is payable by Atacama if:

- Rio2 terminates the Arrangement Agreement and:
  - (i) prior to the Atacama Meeting, the Atacama Board makes an Atacama Change of Recommendation;
  - (ii) prior to the Atacama Meeting, the Atacama Board accepts, approves, endorses or recommends a Superior Proposal;
  - (iii) prior to the Atacama Meeting, Atacama enters into an Acquisition Agreement in respect of any Acquisition Proposal (other than an Acceptable Confidentiality Agreement);
  - (iv) prior to the Atacama Meeting, Atacama or the Atacama Board publicly proposes or announces an intention to do any of the above; or
  - (v) Atacama breaches in any material respect any of its material non-solicitation covenants or obligations;
- Atacama terminates the Arrangement Agreement to enter into a definitive agreement for implementation of a Superior Proposal prior to the Atacama Meeting;
- either Atacama or Rio2 terminates the Arrangement Agreement due to:
  - (i) the required Atacama Shareholder approval of the Atacama Continuance Resolution not being obtained at the Atacama Meeting; or
  - (ii) the Effective Time not occurring on or before the Outside Date;

  IF, in *either* case:
  - (A) an Acquisition Proposal has been publicly made or proposed prior to the earlier of such termination and the Atacama Meeting (and not withdrawn);
  - (B) Rio2's breach of the Arrangement Agreement was not a principal cause of the circumstances giving rise to such termination;

    AND
  - (C) Atacama (1) completes any Acquisition Proposal within 12 months after such termination, or (2) enters into an acquisition agreement, merger agreement or similar agreement with respect to any Acquisition Proposal or the Atacama Board recommends any Acquisition Proposal, in each case, within 12 months after such termination, and that Acquisition Proposal (as it may be modified or amended) is subsequently completed (whether before or after the expiry of such 12-month period),

  provided that, for the purposes of the above, all references to 20% in the definition of Acquisition Proposal shall be changed to 50%.

- Rio2 terminates the Arrangement Agreement due to:

  (a) a breach of the Arrangement Agreement by Atacama; or

  (b) the Atacama Meeting not occurring by August 31, 2018;

  IF, in *either* case:

  (A) an Acquisition Proposal has been publicly made or proposed prior to the earlier of such termination and the Atacama Meeting (and not withdrawn);

  AND

  (B) Atacama (1) completes any Acquisition Proposal within 12 months after such termination, or (2) enters into an acquisition agreement, merger agreement or similar agreement with respect to any Acquisition Proposal or the Atacama Board recommends any Acquisition Proposal, in each case, within 12 months after such termination, and that Acquisition Proposal (as it may be modified or amended) is subsequently completed (whether before or after the expiry of such 12-month period),

  provided that, for the purposes of the above, all references to 20% in the definition of Acquisition Proposal shall be changed to 50%.

See "*The Arrangement – The Arrangement Agreement – Termination*" in this Circular.

Rio2 Termination Fee

The Rio2 Termination Fee is $3,000,000. The Rio2 Termination Fee is payable by Rio2 if Atacama terminates the Arrangement Agreement due to a Rio2 Change of Recommendation.

See "*The Arrangement – The Arrangement Agreement – Termination*" in this Circular.

Termination Expense Reimbursement

Termination of the Arrangement Agreement in certain circumstances may result in Atacama being required to reimburse Rio2, or Rio2 being required to reimburse Atacama, in respect of the expenses it has actually incurred in respect of the Arrangement and the Arrangement Agreement to a maximum of $750,000.

- Atacama is required to reimburse Rio2 if Rio2 terminates the Arrangement Agreement due to a breach of the Arrangement Agreement by Atacama**.**
- Rio2 is required to reimburse Atacama if Atacama terminates the Arrangement Agreement due to:

  (i) a breach of the Arrangement Agreement by Rio2; or

  (ii) the termination of the Rio2 Financing or the Rio2 Financing (other than the release of the proceeds thereof from escrow) not having been completed before the application for the Final Order (except in circumstances where the Rio2 Financing is not completed due to the termination of the Financing Agreement under the Financing Termination Provisions or as a result of an Atacama Material Adverse Effect); or

  (iii) the escrowed proceeds from the Rio2 Financing having been returned to investors.

The making of the expense reimbursements referred to above do not preclude the party being reimbursed from seeking damages and pursuing any and all other remedies that it may have in respect of losses incurred or suffered by such as a result of any breach of the Arrangement Agreement by the other party.

See "*The Arrangement – The Arrangement Agreement – Termination*" in this Circular.

Procedure for Exchange of Atacama Shares and Rio2 Shares for Amalco Shares

An Atacama Letter of Transmittal is being mailed, together with this Circular, to each person who was a registered Atacama Shareholder on the Atacama Record Date. A Rio2 Letter of Transmittal is being mailed, together with this Circular, to each person who was a registered Rio2 Shareholder on the Rio2 Record Date. Each person who is a registered Atacama Shareholder or a registered Rio2 Shareholder immediately prior to the Effective Time must forward a properly completed and signed Letter of Transmittal, along with the accompanying Atacama Share certificate(s) or Rio2 Share certificate(s), as and if applicable, and such other documents as are required in accordance with the Plan of Arrangement, to the Depositary in order to receive the Amalco Shares to which such Atacama Shareholder or Rio2 Shareholder is entitled under the Arrangement.

It is recommended that registered Atacama Shareholders and Rio2 Shareholders complete, sign and return the Letter of Transmittal, along with the accompanying Atacama Share certificate(s) or Rio2 Share certificate(s), as and if applicable, to the Depositary as soon as possible.

Provided that a registered Atacama Shareholder or Rio2 Shareholder has delivered and surrendered to the Depositary its share certificate, together with a duly completed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require and such other documents and instruments as would have been required to effect such transfer under the OBCA, the STA and the articles of Rio2 or Atacama, as the case may be, the Depositary will deliver to (or make available for pick-up by) such Atacama Shareholder or Rio2 Shareholder the Amalco Shares to which it is entitled under the Plan of Arrangement.

Further details for the procedure for the exchange of Atacama Shares and Rio2 Shares for Amalco Shares are set out in the Letter of Transmittal.

The Atacama Letter of Transmittal is for use by registered Atacama Shareholders only and is not to be used by non-registered Atacama Shareholders. The Rio2 Letter of Transmittal is for use by registered Rio2 Shareholders only and is not to be used by non-registered Rio2 Shareholders. The exchange of Atacama Shares and Rio2 Shares for Amalco Shares, in respect of non-registered Atacama Shareholders and non-registered Rio2 Shareholders, is expected to be made with the non-registered shareholders' intermediary (bank, trust company, securities broker or other nominee) account through the procedures in place for such purposes between CDS & Co. and such nominee. Non-registered Atacama Shareholders and non-registered Rio2 Shareholders should contact their nominee if they have any questions regarding this process and to arrange for their intermediary to complete the necessary steps to ensure that they receive the Amalco Shares which they are entitled under the Plan of Arrangement.

See "*The Arrangement – Steps of the Arrangement*" in this Circular.

Rights of Dissent

Atacama Shareholder Dissent Rights to the Atacama Continuance

Registered Atacama Shareholders may exercise dissent rights in connection with the Atacama Continuance in accordance with Section 190 of the CBCA.

Registered Atacama Shareholders wishing to dissent in connection with the Atacama Continuance, must deliver a written notice of dissent with respect to the Atacama Continuance at the Atacama Meeting or to 25 Adelaide Street East, Suite 1900, Toronto, Ontario, M5C 3A1 at or prior to the Atacama Meeting and must otherwise strictly comply with the dissent procedures set out in Section 190 of the CBCA. Registered Atacama Shareholders who deliver a valid notice of dissent in respect of the Atacama Continuance will be entitled to be paid the fair value of their Atacama Shares if the Atacama Continuance becomes effective, subject to strict compliance with Section 190 of the CBCA.

Non-registered Atacama Shareholders who wish to exercise dissent rights in connection with the Atacama Continuance must arrange for the Atacama Shares beneficially owned by them to be registered in their name prior to the time the written objection to the Atacama Continuance Resolution is required to be received by Atacama or, alternatively, arrange for the registered Atacama Shareholder holding their Atacama Shares to deliver the written objection on their behalf.

Atacama Shareholders who fail to strictly comply with the requirements of the Dissent Rights set out in Section 190 of the CBCA will lose their dissent rights in respect of the Atacama Continuance.

The rights to dissent in relation to the Atacama Continuance are described in the section of the Circular entitled "*The Atacama Continuance – Dissent Rights in respect of the Atacama Continuance*".

Atacama Shareholder Dissent Rights to the Atacama Arrangement Resolution

The Interim Order provides that each registered Atacama Shareholder will have the Dissent Rights in respect of the Arrangement. Registered Atacama Shareholders wishing to dissent in connection with the Arrangement, must deliver a written notice of dissent with respect to the Arrangement to 25 Adelaide Street East, Suite 1900, Toronto, Ontario, M5C 3A1 by 5:00 p.m. (Toronto time) on July 12, 2018, or, in the event of any adjournment or postponement of the Atacama Meeting, by 5:00 p.m. (Toronto time) on the Business Day that is two Business Days immediately preceding the date to which the Atacama Meeting has been adjourned or postponed, and must otherwise strictly comply with the dissent procedures set out in Section 185 of the OBCA, as modified by the Interim Order and the Plan of Arrangement. Atacama Shareholders who validly exercise (and do not withdraw) dissent rights in respect of the Atacama Continuance or who vote (or instruct such shareholder's proxyholder to vote) their Atacama Shares in favour of the Atacama Arrangement Resolution are not entitled to exercise Dissent Rights in respect of such Atacama Shares in connection with the Arrangement.

Registered Atacama Shareholders who deliver a valid notice of dissent in respect of the Arrangement will be entitled to be paid the fair value of their Atacama Shares if the Arrangement becomes effective, subject to strict compliance with Section 185 of the OBCA, as modified by the Interim Order and the Plan of Arrangement.

Non-registered Atacama Shareholders who wish to exercise Dissent Rights in connection with the Arrangement must arrange for the Atacama Shares beneficially owned by them to be registered in their name prior to the time the written objection to the Atacama Arrangement Resolution is required to be received by Atacama or, alternatively, arrange for the registered Atacama Shareholder holding their Atacama Shares to deliver the written objection on their behalf.

Atacama Shareholders who fail to strictly comply with the requirements of the Dissent Rights set out in Section 185 of the OBCA, as modified by the Interim

Order, will lose their Dissent Rights in respect of the Arrangement.

It is a condition of Rio2's obligation to complete the Arrangement that Atacama Shareholders will not have exercised Dissent Rights, or have instituted proceedings to exercise Dissent Rights, in connection with the Arrangement (other than Atacama Shareholders representing not more than 5% of the Atacama Shares then outstanding).

The rights to dissent are described in the section of this Circular entitled "*The Arrangement – Dissent Rights in respect of the Arrangement*" and the text of the Interim Order is set forth in Appendix "I" to this Circular.

Rio2 Shareholder Dissent Rights to the Rio2 Arrangement Resolution

The Interim Order provides that each registered Rio2 Shareholder will have the Dissent Rights in respect of the Arrangement. Registered Rio2 Shareholders wishing to dissent in connection with the Arrangement, must deliver a written notice of dissent with respect to the Arrangement to Rio2 c/o of DLA Piper (Canada) LLP located at Suite 6000, 100 King St W, Toronto, Ontario M5X 1E2, Attention: Daniel Kenney, by 5:00 p.m. (Toronto time) on July 12, 2018, or, in the event of any adjournment or postponement of the Rio2 Meeting, by 5:00 p.m. (Toronto time) on the Business Day that is two Business Days immediately preceding the date to which the Rio2 Meeting has been adjourned or postponed, and must otherwise strictly comply with the dissent procedures set out in Section 185 of the OBCA, as modified by the Interim Order and the Plan of Arrangement. Rio2 Shareholders who vote (or instruct such shareholder's proxyholder to vote) their Rio2 Shares in favour of the Rio2 Arrangement Resolution are not entitled to exercise Dissent Rights in respect of such Rio2 Shares in connection with the Arrangement.

Registered Rio2 Shareholders who deliver a valid notice of dissent in respect of the Arrangement will be entitled to be paid the fair value of their Rio2 Shares if the Arrangement becomes effective, subject to strict compliance with Section 185 of the OBCA, as modified by the Interim Order and the Plan of Arrangement.

Non-registered Rio2 Shareholders who wish to exercise Dissent Rights in connection with the Arrangement must arrange for the Rio2 Shares beneficially owned by them to be registered in their name prior to the time the written objection to the Rio2 Arrangement Resolution is required to be received by Rio2 or, alternatively, arrange for the registered Rio2 Shareholder holding their Rio2 Shares to deliver the written objection on their behalf.

Rio2 Shareholders who fail to strictly comply with the requirements of the Dissent Rights set out in Section 185 of the OBCA, as modified by the Interim Order, will lose their Dissent Rights in respect of the Arrangement.

It is a condition of Atacama's obligation to complete the Arrangement that Rio2 Shareholders will not have exercised Dissent Rights, or have instituted proceedings to exercise Dissent Rights, in connection with the Arrangement (other than Rio2 Shareholders representing not more than 5% of the Rio2 Shares then outstanding).

The rights to dissent are described in the section of this Circular entitled "*The Arrangement – Dissent Rights in respect of the Arrangement*" and the text of the Interim Order is set forth in Appendix "I" to this Circular.

Certain Canadian Income Tax Considerations

This portion of the summary is applicable to Atacama Shareholders and Rio2 Shareholders who are resident, or deemed to be resident, in Canada for the purposes of the Tax Act and any applicable income tax convention (a "**Resident Shareholder**").

Atacama Continuance

No disposition or acquisition of Atacama Shares will occur and Atacama Shareholders who are Resident Shareholders (other than Continuance Dissenting Shareholders) will not realize any gain or loss upon the Atacama

Continuance from the CBCA to the OBCA.

Arrangement

A Resident Shareholder who exchanges Atacama Shares or Rio2 Shares for Amalco Shares will be deemed to have disposed of such Atacama Shares or Rio2 Shares, as the case may be, for proceeds of disposition equal to the Resident Shareholder's adjusted cost base thereof immediately prior to the Amalgamation and to have acquired the Amalco Shares at an aggregate cost equal to the same amount. In such circumstances, the Resident Shareholders will not realize a capital gain (or a capital loss) as a result of the disposition of such Atacama Shares or Rio2 Shares, as the case may be, upon the Amalgamation.

The foregoing summary is qualified in its entirety by the more detailed summary set forth in this Circular under the heading "*Certain Canadian Federal Income Tax Considerations*". **Atacama Shareholders and Rio2 Shareholders should consult their own tax advisors regarding the Canadian federal tax consequences of the Arrangement.**

Certain United States Income Tax Considerations

A summary of certain United States income tax considerations is set forth in this Circular under the heading "*Certain United States Federal Income Tax Considerations*". **Atacama Shareholders and Rio2 Shareholders should consult their own tax advisors regarding the U.S. tax consequences of the Arrangement.**

Treatment of Atacama Warrants

In accordance with the terms of the Atacama Warrants, following the Arrangement, all outstanding warrants to purchase Atacama Shares will be exercisable for that number of Amalco Shares that the holder would have been entitled to receive if the holder was a holder of the Atacama Shares issuable on such exercise immediately prior to the Effective Time.

Treatment of Atacama Options, Rio Options and Rio2 Share Awards

In accordance with their terms, following the Arrangement, all outstanding Atacama Options, Rio2 Options and Rio2 Share Awards will be exercisable for that number of Amalco Shares that the holder would have been entitled to receive if the holder was a holder of the Atacama Shares or Rio2 Shares, as applicable, issuable on such exercise immediately prior to the Effective Time.

The Atacama Continuance

Atacama is currently a corporation incorporated under the federal laws of Canada and is subject to the provisions of the CBCA. Atacama Shareholders will be asked to consider, and if deemed appropriate, to pass, with or without variation, the Atacama Continuance Resolution, to approve and authorize Atacama to continue into the jurisdiction of the Province of Ontario under the OBCA, as if Atacama had been incorporated under the OBCA. The Atacama Continuance is being proposed in connection with the Arrangement in order to permit the amalgamation of Atacama and Rio2 under the OBCA pursuant to the Arrangement.

The Atacama Continuance will affect certain of the rights of Atacama Shareholders as they currently exist under the CBCA and Atacama Shareholders should consult their legal advisors regarding the implications of the Atacama Continuance which may be of a particular importance to them.

If (i) the Atacama Continuance Resolution is approved by the Atacama Shareholders in accordance with applicable law, and (ii) the Atacama Arrangement Resolution is approved by Atacama Shareholders and the Rio2 Arrangement Resolution is approved by Rio2 Shareholders each in accordance with the Interim Order, then Atacama intends to complete the Atacama Continuance as reasonably practical thereafter.

The Amalco Incentive Plans

Atacama Shareholders and Rio2 Shareholders will be asked to consider and, if deemed appropriate, approve and adopt the Amalco Incentive Plans for use by Amalco following the completion of the Arrangement. The purpose of the Amalco Incentive Plans will be to provide incentive compensation to directors,

officers, employees and consultants of Amalco and its subsidiaries as well as to assist Amalco and its subsidiaries in attracting, motivating and retaining qualified directors, management personnel and consultants.

The Amalco Stock Option Plan will limit the total number of Amalco Shares that may be issued on exercise of Amalco Options outstanding at any time under the Amalco Stock Option Plan to 10% of the number of Amalco Shares outstanding at any time, subject to certain limitations.

The maximum number of Amalco Shares issuable at any time under the Amalco Share Incentive Plan will be limited to 1,823,033 Amalco Shares. Two types of share awards may be granted under the Amalco Share Incentive Plan, namely, time-based awards and performance-based awards. The number of Amalco Shares that will be issuable at any time, under the Amalco Share Incentive Plan or when combined with all of Amalco's other security based compensation arrangements (including but not limited to the Amalco Stock Option Plan), will be limited to 10% of the Amalco Shares outstanding at any time.

Risk Factors relating to the Arrangement

There are risks associated with the Arrangement. Some of these risks include: (i) the Arrangement Agreement may be terminated by Atacama or Rio2 in certain circumstances, in which case the market price for Atacama Shares and/or Rio2 Shares may be adversely affected; (ii) the closing of the Arrangement is conditional on, among other things, the completion of the Rio2 Financing and the receipt of consents and approvals from governmental bodies that could delay or impede completion of the Arrangement and; (iii) each of Atacama and Rio2 will incur costs even if the Arrangement is not completed, and also may be required to pay the Atacama Termination Fee or the Rio2 Termination Fee, as applicable, or to pay the Termination Expense Reimbursement to the other party; (iv) the Atacama Termination Fee provided under the Arrangement Agreement may discourage other parties from attempting to acquire Atacama; and (v) directors and officers of Atacama and Rio2 have interests in the Arrangement that may be different from those of Atacama Shareholders and Rio2 Shareholders, respectively, generally.

For more information see "*Risk Factors*" in this Circular. Additional risks and uncertainties, including those currently unknown or considered immaterial by Atacama and Rio2, may also adversely affect the Atacama Shares, Rio2 Shares, Amalco Shares and/or the businesses of Atacama, Rio2 and Amalco.

In addition to the risk factors relating to the Arrangement set out in this Circular, Atacama Shareholders and Rio2 Shareholders should also consider the risk factors associated with the businesses of Atacama, Rio2 and Amalco described in this Circular, including the documents incorporated by reference herein. Descriptions of these risk factors are set out in the section of Atacama's AIF for the fiscal year ended March 31, 2017, entitled "The Business – Risk Factors", the section of Rio2's AIF for the fiscal year ended December 31, 2017, entitled "Risk Factors", both of which are incorporated by reference into this Circular, and Appendix "R" to this Circular – "*Information Concerning Amalco – Risk Factors*".

In addition to the risk factors relating to the Arrangement, Atacama Shareholders should consider the risk factors associated with the Atacama Continuance – see "*The Continuance – Risk Factors*" in this Circular.

Risk Factors Relating to the Atacama Continuance

Atacama is a federally incorporated Canadian corporation. The rights of Atacama Shareholders are currently governed by the CBCA and Atacama's articles and by-laws. In connection with the Arrangement, it is proposed that Atacama will be continued from the CBCA to the OBCA prior to the application for the Final Order. If, after completion of the Atacama Continuance, the Arrangement is not completed, the rights of the Atacama Shareholders will be governed by the OBCA and the new articles and by-laws of Atacama. The rights of shareholders of an OBCA company are, in certain circumstances,

different from the rights of the shareholders of a CBCA company. See "*The Continuance – Certain Corporate Differences between the CBCA and the OBCA*".

Unaudited *Pro Forma* Condensed Consolidated Financial Information

The unaudited pro forma condensed consolidated financial statements of Amalco, including its respective pro forma consolidated balance sheet as at March 31, 2018 and pro forma consolidated statements of income (loss) for the periods ended March 31, 2018 and December 31, 2017, are set out in Appendix "S".

GLOSSARY OF TERMS

In this Circular, unless otherwise defined herein or unless there is something in the subject matter inconsistent therewith, the following terms have the respective meanings set out below, words importing the singular number include the plural and vice versa and words importing any gender include all genders:

"**1% Exception**" has the meaning ascribed thereto in "*The Arrangement – Securities Laws Matters – Multilateral Instrument 61-101*";

"**5% Exception**" has the meaning ascribed thereto in "*The Arrangement – Securities Laws Matters – Multilateral Instrument 61-101*";

"**Acceptable Confidentiality Agreement**" means the confidentiality agreement between Atacama and a third party other than Rio2: (i) that is entered into in accordance with Section 5.1(c) of the Arrangement Agreement; (ii) that contains provisions that are no less favourable to Atacama than those set out in the Confidentiality Agreement; and (iii) and does not limit or prohibit Atacama from providing Rio2 and its affiliates and Representatives with any other information required to be given to them by Atacama under Section 5.1 of the Arrangement Agreement;

"**Acquisition Agreement**" means any letter of intent, memorandum of understanding or other Contract, agreement in principle, acquisition agreement, merger agreement or similar agreement with respect to any Acquisition Proposal but does not include an Acceptable Confidentiality Agreement;

"**Acquisition Proposal**" means, excluding the Arrangement and the other transactions contemplated by the Arrangement Agreement and any transaction involving only Atacama and/or one or more of the Atacama Subsidiaries, after the date of the Arrangement Agreement whether or not in writing, any (a) proposal, inquiry or offer with respect to: (i) any direct or indirect acquisition by any person or group of persons of Atacama Shares (or securities convertible into or exchangeable or exercisable for Atacama Shares) representing 20% or more of the Atacama Shares then outstanding (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exchangeable or exercisable for Atacama Shares); (ii) any plan of arrangement, amalgamation, merger, share exchange, consolidation, recapitalization, liquidation, dissolution or other business combination in respect of Atacama or any of the Atacama Subsidiaries; or (iii) any direct or indirect acquisition by any person or group of persons of any assets of Atacama (including shares or other equity interests of the Atacama Subsidiaries) or any Atacama Subsidiary that individually or in the aggregate constitute 20% or more of the fair market value of the assets of the Atacama Group (or any lease, license, royalty, joint venture, long-term supply agreement or other arrangement having a similar economic effect), whether in a single transaction or a series of related transactions; (b) other extraordinary business transaction involving or otherwise relating to Atacama or any of the Atacama Subsidiaries (including pursuant to bankruptcy or insolvency proceedings); (c) public announcement of or of an intention, to do any of the foregoing; or (d) modification or proposed modification of any such proposal, inquiry or offer;

"**affiliate**" has the meaning ascribed thereto in the Securities Act;

"**AIF**" means annual information form;

"**allowable capital loss**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations Shareholders Resident in Canada – Taxation of Capital Gains and Capital Losses*";

"**Amalco**" means the corporation formed upon the amalgamation of Rio2 and Atacama to be named "Rio2 Limited" as set forth in the Plan of Arrangement;

"**Amalco Incentive Plans**" means, collectively, the Amalco Share Incentive Plan and the Amalco Stock Option Plan;

"**Amalco Options**" means options to acquire Amalco Shares granted pursuant to the Amalco Stock Option Plan;

"**Amalco Share**" means a common share of Amalco immediately after the Effective Time;

"**Amalco Share Awards**" means share awards to acquire Amalco Shares granted pursuant to the Amalco Share Incentive Plan;

"**Amalco Share Incentive Plan**" means the new share incentive plan for directors, officers, employees, advisors and consultants of Amalco, attached as Appendix "L" to this Circular, to be considered, and if thought fit,

approved by the Rio2 Shareholders and the Atacama Shareholders at the Atacama Meeting and the Rio2 Meeting, respectively, and, if so approved, to become effective at the Effective Time;

"**Amalco Stock Option Plan**" means the new stock option plan for directors, officers, employees, advisors and consultants of Amalco, attached as Appendix "K" to this Circular, to be considered, and if thought fit, approved by the Rio2 Shareholders and the Atacama Shareholders at the Rio2 Meeting and the Atacama Meeting, respectively, and, if so approved, to become effective at the Effective Time;

"**Amalgamation**" means the amalgamation of Rio2 and Atacama to form Amalco pursuant to the Plan of Arrangement;

"**Arrangement Agreement**" means the arrangement agreement dated May 14, 2018 between Atacama and Rio2, including all schedules annexed thereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

"**Arrangement**" means an arrangement involving Rio2 and Atacama under the provisions of Section 182 of the OBCA, on the terms and conditions set forth in the Plan of Arrangement as amended from time to time in accordance with its terms;

"**Articles of Arrangement**" has the meaning ascribed thereto in Section 1.1 of the Plan of Arrangement;

"**Articles of Continuance**" means the Articles of Continuance to be filed with the director appointed pursuant to section 278 of the OBCA in connection with the Atacama Continuance;

"**associate**" has the meaning ascribed thereto in the Securities Act;

"**Atacama**" means Atacama Pacific Gold Corporation, a company existing under the laws of Canada;

"**Atacama AIF**" means Atacama's AIF for the fiscal year ended March 31, 2017;

"**Atacama Arrangement Resolution**" means the special resolution to be considered and, if thought fit, passed by the Atacama Shareholders at the Atacama Meeting to approve the Arrangement, to be substantially in the form and content of Appendix "C" hereto;

"**Atacama Board**" means the board of directors of Atacama;

"**Atacama Change of Recommendation**" has the meaning ascribed thereto in "*The Arrangement – The Arrangement Agreement – Termination*";

"**Atacama Continuance**" means the continuance of Atacama from the CBCA to the OBCA;

"**Atacama Continuance Resolution**" means the special resolution of the Atacama Shareholders in respect of the Atacama Continuance to be considered and, if thought fit, passed by the Atacama Shareholders at the Atacama Meeting, substantially in the form of Appendix "B" to this Circular;

"**Atacama Dissent Rights**" has the meaning ascribed thereto in Section 1.1 of the Plan of Arrangement;

"**Atacama Dissenting Shareholder**" has the meaning ascribed thereto in Section 1.1 of the Plan of Arrangement;

"**Atacama Fairness Opinion**" means the oral opinion of BMO Capital Markets delivered to the Atacama Special Committee and the Atacama Board on May 12, 2018 that was subsequently affirmed in a written opinion of BMO Capital Markets dated May 12, 2018 (a copy of which is attached as Appendix "G" to this Circular), which concluded that, as of the date thereof and subject to and based on the scope of review, assumptions and limitations, described therein, the Atacama Share Consideration to be received by the Atacama Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Atacama Shareholders as of the date of such opinion;

"**Atacama Group**" means Atacama and the Atacama Subsidiaries;

"**Atacama Letter of Transmittal**" means the letter of transmittal delivered to registered Atacama Shareholders together with this Circular;

"**Atacama Majority of the Minority Approval**" has the meaning ascribed thereto in "*The Arrangement – Securities Laws Matters – Multilateral Instrument 61-101 – MI 61 – 101 as Applicable to Atacama* ";

"**Atacama Material Adverse Effect**" means any change, effect, development, event, circumstance or occurrence that, individually or in the aggregate, has or would reasonably be expected to have a material and adverse effect on the business, results of operations, capitalization, assets, liabilities (including any contingent liabilities), obligations (whether absolute, accrued, conditional or otherwise) or financial condition of Atacama and the

Atacama Subsidiaries (taken as a whole), provided, however, that any result, fact, change, effect, event, circumstance, occurrence or development that arises out of, relates directly or indirectly to, results directly or indirectly from or is attributable to any of the following shall not be deemed to constitute, and shall not be taken into account in determining whether there has been, an Atacama Material Adverse Effect: (a) changes, developments or conditions in or relating to general international, Chilean or Canadian, political, economic or financial or capital market (including currency market) conditions; (b) any change or proposed change in any Laws or the interpretation, application or non-application of any Laws by any Governmental Authority; (c) changes or developments affecting the global mining industry in general; (d) any changes in the price of gold; (e) any generally applicable changes in IFRS; (f) any natural disaster; (g) the announcement of the execution, or the performance or consummation, of the Arrangement Agreement or of the transactions contemplated by the Arrangement Agreement; (h) any actions taken (or omitted to be taken) upon the request of Rio2; or (i) the failure of Atacama in and of itself to meet any internal or public projections, forecasts or estimates of revenues or earnings (it being understood that the causes underlying such failure may be taken into account in determining whether an Atacama Material Adverse Effect has occurred), provided however, that each of clauses (a) through (c) above shall not apply to the extent that any result, fact, change, effect, event, circumstance, occurrence or development referred to therein relate primarily to (or have the effect of relating primarily to) Atacama or disproportionately adversely affects Atacama in comparison to other persons who operate in the gold mining industry and provided further, however, that references in certain sections of the Arrangement Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether an Atacama Material Adverse Effect has occurred;

"**Atacama Meeting**" means the special meeting of the Atacama Shareholders to be held on July 16, 2018, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought fit, approving the Atacama Continuance Resolution, the Atacama Arrangement Resolution and the Atacama Amalco Incentive Plans Resolution;

"**Atacama Amalco Incentive Plans Resolution**" means the ordinary resolution of the Atacama Shareholders related to the Amalco Incentive Plans to be considered and, if thought fit, passed by the Atacama Shareholders at the Atacama Meeting, substantially in the form of Appendix "D" to this Circular;

"**Atacama NOBOs**" has the meaning ascribed thereto in "*General Information Regarding the Atacama Meeting – Voting by Non-Registered Holders*";

"**Atacama OBOs**" has the meaning ascribed thereto in "*General Information Regarding the Atacama Meeting – Voting by Non-Registered Holders*";

"**Atacama Options**" means, at any time, options to acquire Atacama Shares granted pursuant to the Atacama Option Plan which are, at such time, outstanding and unexercised, whether or not vested;

"**Atacama Option Plan**" means the stock option plan of Atacama last approved by the Atacama Shareholders on August 16, 2017;

"**Atacama Record Date**" means June 8, 2018;

"**Atacama Share Consideration**" means the consideration to be received by the Atacama Shareholders for each Atacama Share held, as described in the Plan of Arrangement, being 0.6601 of an Amalco Share for each Atacama Share held;

"**Atacama Shareholder**" means a holder of one of more Atacama Shares;

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

"**Atacama Special Committee**" means the special committee established by the Atacama Board;

"**Atacama Stock Option Plan**" means the stock option plan of Atacama last approved by the Atacama Shareholders on August 16, 2017;

"**Atacama Subsidiaries**" means, collectively, Minera Atacama Pacific Gold Limitada and Sociedad Contractual Minera Aguas Heladas, each incorporated and existing under the Laws of Chile;

"**Atacama Support Agreements**" means the voting and support agreements dated on or about the date of the Arrangement Agreement and made between Rio2 and the officers and directors of Atacama, which agreements provide that such directors and officers shall, among other things, vote all Atacama Shares of which they are the registered or beneficial holder or over which they have control or direction, in favour of the Atacama Continuance Resolution, the Atacama Arrangement Resolution and the Atacama Amalco Incentive Plans Resolution, and not dispose of their Atacama Shares;

"**Atacama Supporting Shareholders**" has the meaning ascribed thereto in "*The Arrangement – Support Agreements*";

"**Atacama Termination Fee**" means $3,000,000.

"**Atacama Warrants**" means, at any time, warrants to acquire Atacama Shares, which are, at such time, outstanding and unexercised;

"**Atacama's Transfer Agent**" means TSX Trust Company;

"**Beneficial Shareholder**" has the meaning ascribed thereto in "*The Arrangement – Dissent Rights in respect of the Arrangement*";

"**BMO Capital Markets**" means BMO Nesbitt Burns Inc., financial advisor to the Atacama Special Committee;

"**Broadridge**" means Broadridge Financial Solutions, Inc.;

"**Business Day**" means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Toronto, Ontario are authorized or required by applicable Law to be closed;

"**CBCA**" means the *Canada Business Corporations Act* RSC 1985, c. C-44, as amended;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Cerro Maricunga Gold Project**" means Atacama's direct and indirect 100% interest in the mineral rights and interests to explore and exploit minerals from the concessions located in Chile, 140 kilometres northeast of Copiapo, Chile, held by Minera Atacama Pacific Gold Limitada;

"**Cerro Maricunga PFS**" means the NI 43-101 Technical Report on the Cerro Maricunga Project Pre-Feasibility Study, Atacama Region, Chile dated effective August 19, 2014 prepared for Atacama and filed on Atacama's SEDAR profile at www.sedar.com on October 6, 2014;

"**Circular**" means this joint management information circular, including the Notice of Atacama Meeting, the Notice of Rio2 Meeting, all appendices hereto, all documents incorporated by reference herein, and all amendments hereof and supplements hereto;

"**Code**" means the *United States Internal Revenue Code of 1986*, as amended;

"**commercially reasonable efforts**" with respect to any Party means the cooperation of such Party and the use by such Party of its reasonable efforts consistent with reasonable commercial practice without payment or incurrence of any liability or obligation, other than reasonable expenses;

"**Confidentiality Agreement**" means the confidentiality agreement made as of May 3, 2017 between Atacama and Rio2;

"**Continuance Dissent Rights**" means the rights of dissent under Section 190 of the CBCA exercisable by Atacama Shareholders in respect of the Atacama Continuance Resolution;

"**Continuance Dissenting Shareholder**" has the meaning ascribed thereto in Section 1.1 of the Plan of Arrangement;

"**Contract**" means any contract, agreement, license, franchise, lease, commitment, joint venture, partnership, note, instrument, or other right or obligation (whether written or oral) to which a Party, or any of its subsidiaries, is a party or by which a Party, or any of its subsidiaries, is bound or affected or to which any of their respective properties or assets is subject;

"**Court**" means the Ontario Superior Court of Justice;

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

"**Depositary**" means Computershare Investor Services Inc.;

"**Dissent Rights**" means collectively the Atacama Dissent Rights and the Rio2 Dissent Rights;

"**Dissenting Non-Resident Shareholder**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Shareholders Not Resident in Canada – Dissenting Non-Resident Shareholders*";

"**Dissenting Resident Shareholder**" *has the meaning ascribed thereto in "Certain Canadian Federal Income Tax Considerations – Shareholders Resident in Canada – Dissenting Shareholders Resident in Canada";*

"**Dissenting Shareholder**" means an Atacama Dissenting Shareholder or a Rio2 Dissenting Shareholder;

"**Effective Date**" means the date upon which the Arrangement becomes effective, as set out in the Plan of Arrangement;

"**Effective Time**" means the time on the Effective Date that the Arrangement becomes effective, as set out in the Plan of Arrangement;

"**Environment**" means the natural environment (including soil, land surface or subsurface strata, surface water, groundwater, sediment, ambient air (including all layers of the atmosphere), organic and inorganic matter and living organisms, including human health and safety, and any other environmental medium or natural resource);

"**Final Order**" means the order of the Court approving the Arrangement, in form and substance acceptable to Atacama and Rio2, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Atacama and Rio2, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to both Atacama and Rio2, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

"**Financing Agreement**" means the letter agreement entered into between Rio2 and a lead underwriter on or about the date of the Arrangement Agreement for the purposes of completing the Rio2 Financing, which agreement was superseded and replaced by the Underwriting Agreement;

"**Financing Termination Provisions**" means the "regulatory proceedings out", "material change or change in material fact out", "disaster out" and "due diligence out" termination rights in favour of the underwriters in the Financing Agreement and the Underwriting Agreement, in each case other than termination as a result of an act or omission by Rio2;

"**Former Shareholders**" means the holders of Rio2 Shares or Atacama Shares, as the case may be, immediately prior to the Effective Time and holders of Rio2 Subscription Receipts who acquire Rio2 Shares pursuant to Section 3.1(A) of the Plan of Arrangement (other than the Dissenting Shareholders);

"**g/t**" means grams per tonne;

"**Governmental Authority**" means any multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body (including any stock exchange) exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing;

"**IFRS**" means International Financial Reporting Standards as incorporated in the Handbook of the Canadian Institute of Chartered Accountants, at the relevant time applied on a consistent basis;

"**Insider**" has the meaning ascribed thereto in the Securities Act;

"**Interim Order**" means the interim order of the Court contemplated by Section 2.2 of the Arrangement Agreement, providing for, among other things, the calling and holding of each of the Atacama Meeting and the Rio2 Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both Atacama and Rio2, each acting reasonably, a copy of which is attached as Appendix "I" to this Circular;

"**Laws**" means all laws, statutes, codes, ordinances (including zoning), decrees, rules, regulations, by-laws, notices, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, settlements, writs, assessments, arbitration awards, rulings, determinations or awards, decrees or other requirements of any Governmental Authority having the force of law and any legal requirements arising under the common law or principles of law or equity and the term "applicable" with respect to such Laws and, in the context that refers to any person, means such Laws as are applicable at the relevant time or times to such person or its business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over such person or its business, undertaking, property or securities;

"**Letter of Transmittal**" means, in respect of an Atacama Shareholder, the Atacama Letter of Transmittal and, in respect of a Rio2 Shareholder, the Rio2 Letter of Transmittal;

"**Lien**" means any mortgage, hypothec, prior claim, lien, pledge, assignment for security, security interest, option, right of first offer or first refusal or other charge or encumbrance of any kind and any adverse claim;

"**material fact**" has the meaning attributed thereto under the *Securities Act*;

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

"**misrepresentation**" has the meaning attributed thereto under the *Securities Act*;

"**New By-Laws**" means the By-Law No.1 of Atacama to be adopted in connection with the Atacama Continuance, the full text of which is available under Atacama's profile on www.sedar.com and is incorporated into this Circular by reference;

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

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

"**NI 54-101**" means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*;

"**non-registered Atacama Shareholder**" has the meaning ascribed thereto in "*General Information Regarding the Rio2 Meeting – Voting by Non-Registered Holders*";

"**non-registered Rio2 Shareholder**" has the meaning ascribed thereto in "*General Information Regarding the Atacama Meeting – Voting by Non-Registered Holders*";

"**Non-Resident Shareholder**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Shareholders Not Resident in Canada*";

"**Notice of Atacama Meeting**" means the notice of the special meeting of Atacama Shareholders accompanying this Circular;

"**Notice of Rio2 Meeting**" means the notice of the special meeting of Rio2 Shareholders accompanying this Circular;

"**OBCA**" means the *Business Corporations Act* (Ontario), as amended;

"**ordinary course of business**", or any similar reference, means, with respect to an action taken or to be taken by any person, that such action is consistent with the past practices of such person and is taken in the ordinary course of the normal day-to-day business and operations of such person;

"**Outside Date**" means September 7, 2018 or such later date as may be agreed to in writing by Atacama and Rio2;

"**Parties**" means the parties to the Arrangement Agreement and "**Party**" means any one of them;

"**Permit**" means any lease, license, permit, concession (including water concessions), certificate, consent, waiver, order, grant, approval, classification, registration or other authorization of or from any Governmental Authority;

"**person**" includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status;

"**PFIC**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Considerations – U.S. Federal Income Tax Treatment of the Arrangement – Tax Consequences of the Arrangement if Rio2 or Atacama Is Classified as a PFIC*";

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form of Appendix "A" to this Circular, as amended, modified or supplemented from time to time in accordance with Article 6 of the Plan of Arrangement or at the direction of the Court in the Final Order, with the consent of Atacama and Rio2, each acting reasonably;

"**Proposed Amendments**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations*";

"**Raymond James**" means Raymond James Ltd., financial advisor to Rio2;

"**Registered Holders**" has the meaning ascribed thereto in "*Eligibility for Investment*";

"**Registered Plan**" has the meaning ascribed thereto in "*Eligibility for Investment*";

"**Reorganization**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Considerations – U.S. Federal Income Tax Treatment of the Arrangement*";

"**Representatives**" means, collectively, with respect to a person, that person's officers, directors, employees, consultants, advisors, agents or other representatives (including lawyers, accountants, investment bankers and financial advisors);

"**Resident Shareholder**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Shareholders Resident in Canada*";

"**Rio2**" means Rio2 Limited;

"**Rio2 AIF**" means Rio2's AIF for the fiscal year ended December 31, 2017;

"**Rio2 Amalco Incentive Plans Resolution**" means the ordinary resolution of the Rio2 Shareholders related to the Amalco Incentive Plans to be considered and, if thought fit, passed by the Rio2 Shareholders at the Rio2 Meeting, substantially in the form of Appendix "F" to this Circular;

"**Rio2 Arrangement Resolution**" means the special resolution to be considered and, if thought fit, passed by the Rio2 Shareholders at the Rio2 Meeting to approve the Arrangement, to be substantially in the form and content of Appendix "E" hereto;

"**Rio2 Board**" means the board of directors of Rio2;

"**Rio2 Change of Recommendation**" has the meaning ascribed thereto in "*The Arrangement – The Arrangement Agreement – Termination*";

"**Rio2 Dissent Rights**" has the meaning ascribed thereto in Section 1.1 of the Plan of Arrangement;

"**Rio2 Dissenting Shareholder**" has the meaning ascribed thereto in Section 1.1 of the Plan of Arrangement;

"Rio2 Fairness Opinion" means the oral opinion of Raymond James delivered to the Rio2 Board on May 12, 2018 that was subsequently affirmed in a written opinion of Raymond James dated May 12, 2018 (a copy of which is attached as Appendix "H" to this Circular), which concluded that, as of the date thereof and subject to and based on the scope of review, assumptions, limitations, fairness, methodologies and qualifications described therein, the Rio2 Share Consideration to be received by the Rio2 Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Rio2 Shareholders as of the date of the Arrangement Agreement;

"**Rio2 Financing**" means the private placement of Rio2 Subscription Receipts provided for in the Financing Agreement and the Underwriting Agreement, completed on May 31, 2018 for gross proceeds of $10,000,000 by the issue and sale of 10,000,000 Rio2 Subscription Receipts at the price of $1.00 per Rio2 Subscription Receipt, the proceeds of which less the 50% of the Underwriters' commission and the expenses of the Underwriters are held escrow and are to be released at the Effective Time;

"**Rio2 Letter of Transmittal**" means the letter of transmittal delivered to registered Rio2 Shareholders together with this Circular;

"**Rio2 Material Adverse Effect**" means any change, effect, development, event, circumstance, or occurrence that, individually or in the aggregate, has or would reasonably be expected to have a material and adverse effect on the business, results of operations, capitalization, assets, liabilities (including any contingent liabilities), obligations (whether absolute, accrued, conditional or otherwise) or financial condition of Rio2 and its subsidiaries (taken as a whole) provided, however, that any result, fact, change, effect, event, circumstance, occurrence or development that arises out of, relates directly or indirectly to, results directly or indirectly from or is attributable to any of the following shall not be deemed to constitute, and shall not be taken into account in determining whether there has been, a Rio2 Material Adverse Effect: (a) changes, developments or conditions in or relating to general international or Canadian political, economic or financial or capital market (including currency market) conditions; (b) any change or proposed change in any Laws or the interpretation, application or non-application of any Laws by any Governmental Authority; (c) changes or developments affecting the global mining industry in general; (d) any changes in the price of gold; (e) any generally applicable changes in IFRS; (f) any natural disaster; (g) the announcement of the execution, or the performance or consummation, of the Arrangement Agreement or of the transactions contemplated hereby, including the Rio2 Financing; (h) any actions taken (or omitted to be taken) upon the request of Atacama; or (i) the failure of Rio2 in and of itself to meet any internal or public projections, forecasts or estimates of revenues or earnings (it being understood that the causes underlying such failure may be taken into account in determining whether a Rio2 Material Adverse Effect has occurred)**,** provided, however, that each of clauses (a) through (c) above shall not apply to the extent that any result, fact, change, effect, event, circumstance, occurrence or development referred to therein relate primarily to (or have the effect of relating primarily to) Rio2 or disproportionately adversely affects Rio2 in comparison to other persons who operate in the gold mining industry and provided further, however, that references in certain sections of the Arrangement

Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a Rio2 Material Adverse Effect has occurred;

"**Rio2 Meeting**" means the special meeting of Rio2 Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought fit, approving the Rio2 Arrangement Resolution and Rio2 Amalco Incentive Plans Resolution;

"**Rio2 Meeting Materials**" has the meaning ascribed thereto in "*General Information Regarding the Atacama Meeting – Voting by Non-Registered Holders*";

"**Rio2 Options**" means, at any time, options to acquire Rio2 Shares granted pursuant to the Rio2 Stock Option Plan which are, at such time, outstanding and unexercised, whether or not vested;

"**Rio2 Record Date**" means June 8, 2018;

"**Rio2 Share Awards**" means, at any time, the share awards to acquire Rio2 Shares granted pursuant to the Rio2 Share Incentive Plan which are, at such time, outstanding, whether or not vested;

"**Rio2 Share Consideration**" means the consideration to be received by the Rio2 Shareholders for each Rio2 Share held, as described in the Plan of Arrangement, being 0.6667 of an Amalco Share for each Rio2 Share held;

"**Rio2 Shareholder**" means a holder of one or more Rio2 Shares;

"**Rio2 Share Incentive Plan**" means Rio2 Share Incentive Plan approved by the shareholders of Rio2 on April 27, 2017;

"**Rio2 Shares**" means the common shares without par value in the capital of Rio2;

"**Rio2 Stock Option Plan**" means Rio2 Stock Option Plan approved by the shareholders of Rio2 on April 27, 2017;

"**Rio2 Subscription Receipts**" means the subscription receipts issued and sold by Rio2 pursuant to the Rio2 Financing, with each subscription receipt to be automatically exchanged (for no further consideration and with no further action on the part of the holder thereof) for one Rio2 Share upon the satisfaction of certain escrow release conditions which will then be automatically exchanged (for no further consideration and with no further action on the part of the holder thereof) for the Rio2 Share Consideration at the Effective Time pursuant to the Arrangement;

"**Rio2 Support Agreements**" means the voting and support agreements dated on or about the date hereof and made between Atacama and each of the officers and directors of Rio2, which agreements provide that such shareholders shall, among other things, vote all Rio2 Shares of which they are the registered or beneficial holder or over which they have control or direction, in favour of the Rio2 Arrangement Resolution and the Rio2 Amalco Incentive Plans Resolution and not dispose of their Rio2 Shares;

"**Rio2 Supporting Shareholders**" has the meaning ascribed thereto in "*The Arrangement – Support Agreements*";

"**Rio2 Termination Fee**" means $3,000,000;

"**Rio2's Transfer Agent**" means Computershare Trust Company of Canada;

"**Securities Act**" means the *Securities Act* (Ontario), as amended, and the rules, regulations and published policies made thereunder;

"**Securities Authorities**" means all applicable securities regulatory authorities, including the applicable securities commission or similar regulatory authorities in each of the provinces and territories of Canada;

"**Securities Laws**" means the Securities Act, the U.S. Securities Act, the U.S. Exchange Act, all other applicable Canadian provincial and territorial securities Laws and all applicable state securities Laws in the United States;

"**SEC**" means the United States Securities and Exchange Commission;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval described in National Instrument 13-101 of the Canadian Securities Administrators and available for public view at www.sedar.com;

"**STA**" means the *Securities Transfer Act* (Ontario);

"**Stock Exchange**" has the meaning ascribed thereto in "*The Amalco Incentive Plans – Summary of Amalco Incentive Plans – Summary of the Amalco Stock Option Plan*";

"**Subscription Receipt Agreement**" means the subscription receipt agreement dated May 31, 2018 among Rio2, Computershare Trust Company of Canada and the Underwriters, the full text of which is available on SEDAR at www.sedar.com under Rio2's profile;

"**subsidiary**" means, with respect to a specified entity, any: (a) corporation of which issued and outstanding voting securities of such corporation to which are attached more than 50% of the votes that may be cast to elect directors of the corporation (whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency) are owned by such specified entity and the votes attached to those voting securities are sufficient, if exercised, to elect a majority of the directors of such corporation; (b) partnership, unlimited liability company, joint venture or other similar entity in which such specified entity has more than 50% of the equity interests and the power to direct the policies, management and affairs thereof; and (c); a subsidiary (as defined in clauses (a) and (b)) of any subsidiary (as so defined) of such specified entity;

"**Superior Proposal**" means an unsolicited *bona fide* Acquisition Proposal (provided, however, that for the purposes of this definition, all references to "20%" in the definition of "Acquisition Proposal" shall be changed to "100%") made in writing on or after the date of the Arrangement Agreement by a third party or parties acting jointly (other than Rio2 and its affiliates) that did not result from a breach of Section 5.1 of the Arrangement Agreement and which or in respect of which:

(a) the Atacama Board has determined in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal would, taking into account all of the terms and conditions of such Acquisition Proposal (including time to completion and shareholder vote requirements), if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction which is more favourable to the Atacama Shareholders from a financial point of view than the Arrangement (taking into account any amendments to the Arrangement Agreement and the Arrangement proposed by Rio2 pursuant to Section 5.1(f) of the Arrangement Agreement);

(b) if it relates to the acquisition of outstanding Atacama Shares the consideration to be paid for the Atacama Shares is made available to all of the Atacama Shareholders on the same terms and conditions;

(c) is not subject to any financing condition and, if any portion of the consideration to be paid for the Atacama Shares is cash, in respect of which adequate arrangements have been made to ensure that the required funds will be available to effect payment in full;

(d) is not subject to any due diligence and/or access condition;

(e) the Atacama Board has determined in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal is reasonably capable of being completed in accordance with its terms, without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the person making such Acquisition Proposal;

(f) in the event that Atacama does not have the financial resources to pay the Atacama Termination Fee, the terms of such Acquisition Proposal provide that the person making such Superior Proposal shall advance or otherwise provide Atacama the cash required for Atacama to pay the Atacama Termination Fee and such amount shall be advanced or provided on or before the date such Atacama Termination Fee becomes payable; and

(g) failure to recommend such Acquisition Proposal to the Atacama Shareholders would be inconsistent with the Atacama Board's fiduciary duties under applicable Law;

"**Superior Proposal Notice Period**" has the meaning ascribed thereto in "*The Arrangement – The Arrangement Agreement – Atacama Non-Solicitation Covenants*";

"**Support Agreements**" means the Atacama Support Agreements and the Rio2 Support Agreements;

"**Supporting Shareholders**" has the meaning ascribed thereto in "*The Arrangement – Support Agreements*";

"**Tax**" or "**Taxes**" means all taxes, dues, duties, rates, imposts, fees, levies, other assessments, tariffs, charges or obligations of the same or similar nature, however denominated, imposed, assessed or collected by any Governmental Authority, including all income taxes, including any tax on or based on net income, gross income, income as specifically defined, earnings, gross receipts, capital gains, profits, business royalty or selected items

of income, earnings or profits, and specifically including any federal, provincial, state, territorial, county, municipal, local or foreign taxes, state profit share taxes, windfall or excess profit taxes, capital taxes, royalty taxes, production taxes, payroll taxes, health taxes, employment taxes, withholding taxes, sales taxes, use taxes, goods and services taxes, custom duties, value added taxes, ad valorem taxes, excise taxes, alternative or add-on minimum taxes, franchise taxes, gross receipts taxes, licence taxes, occupation taxes, real and personal property taxes, stamp taxes, anti-dumping taxes, countervailing taxes, occupation taxes, environment taxes, transfer taxes, and employment or unemployment insurance premiums, social insurance premiums and worker's compensation premiums and pension (including Canada Pension Plan) payments, and other taxes, fees, imposts, assessments or charges of any kind whatsoever together with any interest, penalties, additional taxes, fines and other charges and additions that may become payable in respect thereof;

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations made thereunder, as amended;

"**taxable capital gain**" has the meaning ascribed thereto in *"Certain Canadian Federal Income Tax Considerations Shareholders Resident in Canada – Taxation of Capital Gains and Capital Losses";*

"**Termination Expense Reimbursement**" means has the meaning ascribed thereto in "*The Arrangement – The Arrangement Agreement – Termination Fees – Termination Expense Reimbursement*";

"**Total Amalco Shares**" has the meaning ascribed thereto in "*The Amalco Incentive Plans – Summary of Amalco Incentive Plans – Summary of the Amalco Share Incentive Plan*";

"**Treaty**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Shareholders Not Resident in Canada – Dividends on Amalco Shares*";

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

"**Underwriting Agreement**" means the underwriting agreement entered into among Rio2 and the Underwriters dated May 31, 2018 in respect of the Rio2 Financing, pursuant to which the Underwriters agreed to purchase for resale to substituted purchasers an aggregate of 10,000,000 Rio2 Subscription Receipts at a price of $1.00 per Rio2 Subscription Receipt and which agreement provided for the Financing Termination Provisions in favour of the Underwriters;

"**Underwriters**" means Clarus Securities Inc. and Raymond James as co-lead underwriters and co-bookrunners for the Rio2 Financing;

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

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

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

"**Voting Instruction Form**" or "**VIF**" has the meanings ascribed thereto in "*General Information Regarding the Atacama Meeting – Voting by Non-Registered Holders – Meeting Materials Received by Atacama OBOs from Intermediaries – Meeting Materials Received by Atacama OBOs from Intermediaries*" and "*General Information Regarding the Rio2 Meeting – Voting by Non-Registered Holders*".

GENERAL INFORMATION REGARDING THE ATACAMA MEETING

The Atacama Meeting

The Atacama Meeting will be held at the offices of Stikeman Elliott LLP located at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, M5L 1B9, on July 16, 2018 at 10:00 a.m. (Toronto time).

Atacama Record Date

The record date for determining persons entitled to receive notice of and vote at the Atacama Meeting is June 8, 2018. Atacama Shareholders of record at the close of business on June 8, 2018 will be entitled to attend and vote at the Atacama Meeting, or any adjournment or postponement thereof, in the manner and subject to the procedures described in this Circular.

Purpose of the Atacama Meeting

At the Atacama Meeting, Atacama Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, the Atacama Continuance Resolution, the Atacama Arrangement Resolution and the Atacama Amalco Incentive Plans Resolution. The approval of the Atacama Continuance Resolution will require at least a two-thirds majority of the votes cast by the Atacama Shareholders present in person or represented by proxy voting at the Atacama Meeting. The approval of the Atacama Arrangement Resolution will require: (a) at least a two-thirds majority of the votes cast by the Atacama Shareholders present in person or represented by proxy voting at the Atacama Meeting; and (b) a simple majority of the votes cast by Atacama Shareholders present in person or represented by proxy at the Atacama Meeting, excluding the votes cast in respect of Atacama Shares held by certain parties in accordance with MI 61-101. The approval of the Atacama Amalco Incentive Plans Resolution will require a simple majority of the votes cast by Atacama Shareholders present in person or represented by proxy at the Atacama Meeting.

Voting By Registered Atacama Shareholders

Your vote is important regardless of the number of Atacama Shares that you own. Whether or not you are able to attend, we encourage registered Atacama Shareholders to vote by:

(A) mail or delivery by completing, dating, signing and depositing the enclosed form of proxy with Atacama, c/o TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, ON M5H 4H1;

(B) faxing your completed proxy to 416-595-9593; or

(C) internet at www.voteproxyonline.com; and

following the instructions on the enclosed proxy form.

All proxies must be received by not later than 10:00 a.m. (Toronto time) on July 12, 2018, or, if the Atacama Meeting is adjourned or postponed, at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Atacama Meeting is reconvened. Voting by proxy will not prevent you from voting in person if you attend the Atacama Meeting and revoke your proxy, but will ensure that your vote will be counted if you are unable to attend.

If you are not registered as the holder of your Atacama Shares but hold your Atacama Shares through a broker or other intermediary, you should follow the instructions provided by your broker or other intermediary to vote your Atacama Shares. If you are not registered as the holder of your Atacama Shares see "*General Information Regarding the Atacama Meeting – Non-Registered Holders*" below for further information on how to vote your Atacama Shares.

Appointment and Revocation of Proxies

Each person named in the enclosed form of proxy is an officer or director of Atacama.

A REGISTERED ATACAMA SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON (WHO NEED NOT BE AN ATACAMA SHAREHOLDER) TO ATTEND AND ACT FOR HIM OR HER AND ON HIS OR HER BEHALF AT THE ATACAMA MEETING OTHER THAN THE PERSONS DESIGNATED IN THE ENCLOSED FORM OF PROXY. SUCH RIGHT MAY BE EXERCISED BY STRIKING OUT THE NAMES OF THE PERSONS DESIGNATED IN THE FORM OF PROXY AND BY INSERTING IN THE BLANK SPACE PROVIDED FOR

THAT PURPOSE THE NAME OF THE DESIRED PERSON OR BY COMPLETING ANOTHER PROPER FORM OF PROXY AND, IN EITHER CASE, DELIVERING THE COMPLETED AND EXECUTED PROXY TO ATACAMA: C/O TSX TRUST COMPANY, 100 ADELAIDE STREET WEST, SUITE 301, TORONTO, ON M5H 4H1 (FAX: 416-595-9593), BY NOT LATER THAN 10:00 A.M. (TORONTO TIME) ON JULY 12, 2018, OR, IF THE ATACAMA MEETING IS ADJOURNED OR POSTPONED, AT LEAST 48 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND STATUTORY HOLIDAYS) BEFORE THE ATACAMA MEETING IS RECONVENED.

A registered Atacama Shareholder who has given a proxy may revoke it at any time in so far as it has not been exercised. A proxy may be revoked, as to any matter on which a vote shall not already have been cast pursuant to the authority conferred by such proxy, by instrument in writing executed by the registered Atacama Shareholder or by his or her attorney authorized in writing or, if the registered Atacama Shareholder is a body corporate, by an officer or attorney thereof duly authorized, and deposited with Atacama: c/o TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, ON M5H 4H1, at any time up to 48 hours, excluding Saturdays, Sundays and holidays, prior to the start of the Atacama Meeting, or any adjournment or postponement thereof, or with the Chairman of the Atacama Meeting prior to the commencement of the Atacama Meeting or any adjournment or postponement thereof, and upon either of such deposits the proxy is revoked. A proxy may also be revoked in any other manner permitted by law.

Voting by Proxyholder

The Atacama Shares represented by a properly executed proxy will be voted for or withheld or voted against all matters to be voted on at the Atacama Meeting in accordance with the instructions of the registered holder of Atacama Shares on any vote that may be called for.

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to the matters identified in the accompanying Notice of Atacama Meeting and with respect to other matters which may properly come before the Atacama Meeting. At the date of this Circular, management of Atacama knows of no such amendments, variations or other matters to come before the Atacama Meeting other than the matters referred to in the accompanying Notice of Atacama Meeting. If any other matters do properly come before the Atacama Meeting, it is intended that the person appointed as proxy shall vote on such other business in such manner as that person then considers proper.

Voting By Non-Registered Atacama Shareholders

Only registered Atacama Shareholders or the persons they appoint as their proxies are permitted to vote at the Atacama Meeting. However, in many cases, Atacama Shares owned by a person (a "**non-registered Atacama Shareholder**") are registered either (a) in the name of an intermediary that the non-registered Atacama Shareholder deals with in respect of the shares (intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered registered savings plans, registered retirement income funds, registered education savings plans and similar plans), or (b) in the name of a clearing agency (such as CDS) of which the intermediary is a participant.

There are two kinds of non-registered Atacama Shareholder:

(a) those who object to their name being made known to the issuers of securities which they own (called "**Atacama OBOs**" for Objecting Beneficial Owners); and

(b) those who do not object (called "**Atacama NOBOs**" for Non-Objecting Beneficial Owners).

In accordance with the provisions of NI 54-101, Atacama has decided to send this Circular and the related meeting materials directly to the Atacama NOBOs. Atacama OBOs will receive this Circular and the related meeting materials indirectly, through their intermediary. By choosing to send these materials to the Atacama NOBOs directly, Atacama (and not the intermediary holding those Atacama Shares on the Atacama NOBO's behalf) has assumed responsibility for: (i) delivering these materials to the Atacama NOBOs; and (ii) executing the Atacama NOBOs' proper voting instructions.

Meeting Materials Received by Atacama NOBOs from Atacama

Issuers can request and obtain a list of their NOBOs via their transfer agents, pursuant to NI 54-101, and issuers can use this NOBO list for distribution of proxy-related materials directly to NOBOs. Atacama has decided to take advantage of those provisions of NI 54-101 that allow it to directly deliver this Circular and the related meeting materials to the Atacama NOBOs. If you are an Atacama NOBO and the Atacama Transfer Agent, TSX Trust

Company, has sent these materials directly to you, your name and address and information about your holdings of Atacama Shares have been obtained from the intermediary holding such shares on your behalf in accordance with applicable securities regulatory requirements.

Atacama NOBOs will have received voting instruction form with this Circular. This voting instruction form should be completed and returned to the Atacama Transfer Agent in the same way as a registered Atacama Shareholder is to return of form of proxy or by any other voting methods described on the voting instruction form itself, which contains complete instructions regarding voting procedures. Please refer to the information under the heading "*General Information Regarding the Atacama Meeting – Voting by Registered Atacama Shareholders*" for a description of the procedure and deadline for returning a voting instruction form.

Should an Atacama NOBO wish to vote at the Atacama Meeting in person (or have another person attend and vote on behalf of the non-registered Atacama Shareholder), the Atacama NOBO should strike out the persons named in the form of proxy and insert the name of such Atacama NOBO (or such other person's name) in the blank space provided. Atacama NOBOs may revoke voting instructions in the same manner as a registered Atacama Shareholder. Please refer to the information under the heading "*General Information Regarding the Atacama Meeting – Appointment and Revocation of Proxies*" for a description of the right to revoke a proxy.

Meeting Materials Received by Atacama OBOs from Intermediaries

In accordance with the requirements of NI 54-101, Atacama has distributed copies of this Circular together with the form of proxy to the clearing agencies and intermediaries for onward distribution to Atacama OBOs.

Intermediaries are required to forward these materials to Atacama OBOs who have not waived their rights to receive these materials, and to seek instructions as to how to vote their Atacama Shares. Very often, intermediaries will use service companies to forward the Atacama Meeting materials to non-registered Atacama Shareholder. Generally, Atacama OBOs will either:

(a) be given a form of proxy which has already been signed by the intermediary (typically by a facsimile stamped signature), which is restricted as to the number and class of securities beneficially owned by the Atacama OBO but which is not otherwise completed. Because the intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Atacama OBO when submitting the proxy. In this case, the Atacama OBO who wishes to vote by proxy should otherwise properly complete the form of proxy and deliver it as specified; or

(b) be given a form of proxy which is not signed by the intermediary and which, when properly completed and signed by the Atacama OBO and returned to the intermediary or its service company, will constitute voting instructions (often called a Voting Instruction Form or VIF) which the intermediary must follow.

In either case, the purpose of this procedure is to permit Atacama OBOs to direct the voting of the Atacama Shares they beneficially own. Most intermediaries now delegate responsibility for obtaining voting instructions from clients to Broadridge.

Broadridge typically mails a scannable VIF instead of the form of proxy. The Atacama OBO is asked to complete the VIF and return it to Broadridge by mail, facsimile or online at www.proxyvote.com. Additionally, Atacama may utilize Broadridge's QuickVote™ service to assist Atacama Shareholders with voting their Atacama Shares.

Should an Atacama OBO who receives either document wish to vote at the Atacama Meeting in person, the Atacama OBO should strike out the persons named in the form of proxy and insert the Atacama OBO's name in the blank space provided.

An Atacama OBO should carefully follow the instructions of his or her intermediary including those regarding when and where the form of proxy or Voting Instruction Form is to be delivered.

An Atacama OBO should contact his or her intermediary and carefully follow the instructions provided by the intermediary in order to revoke a Voting Instruction Form (or a proxy).

Exercise of Discretion by Proxyholder

ATACAMA SHARES REPRESENTED BY PROPERLY EXECUTED PROXIES IN FAVOUR OF PERSONS DESIGNATED IN THE ENCLOSED FORM OF PROXY WILL, WHERE A CHOICE WITH RESPECT TO ANY MATTER TO BE ACTED UPON HAS BEEN SPECIFIED IN THE FORM OF PROXY, BE VOTED IN ACCORDANCE WITH THE SPECIFICATION MADE. SUCH ATACAMA SHARES WILL BE VOTED IN FAVOUR OF EACH MATTER FOR WHICH NO CHOICE HAS BEEN SPECIFIED BY THE ATACAMA SHAREHOLDER.

Therefore, unless you give contrary instructions, the persons designated will vote your Atacama Shares at the Atacama Meeting FOR the Atacama Arrangement Resolution, the Atacama Continuance Resolution and the Atacama Amalco Incentive Plans Resolution.

The enclosed form of proxy when properly completed and delivered and not revoked, confers discretionary authority upon the person appointed proxy thereunder to vote with respect to any amendment to or variation of a matter identified in the Notice of Atacama Meeting, and with respect to any other matter which may properly come before the Atacama Meeting. If an amendment to or variation of a matter identified in the Notice of Atacama Meeting is properly brought before the Atacama Meeting or any further or other business is properly brought before the Atacama Meeting, it is the intention of the persons designated in the enclosed form of proxy to vote in accordance with their best judgment on such matter or business. At the time of the printing of this Circular, the management of Atacama knows of no such amendment, variation or other matter which may be presented to the Atacama Meeting.

Atacama Voting Securities and Principal Holders of Atacama Voting Securities

At the close of business on June 8, 2018, the Atacama Record Date, 85,404,244 Atacama Shares were issued and outstanding. Each Atacama Shareholder is entitled to one vote per Atacama Share held on all matters to come before the Atacama Meeting, including the Atacama Arrangement Resolution, the Atacama Continuance Resolution and the Atacama Amalco Incentive Plans Resolution. Only Atacama Shareholders who are listed on the Atacama securities register on the Atacama Record Date are entitled to receive notice of and to attend and vote at the Atacama Meeting or any adjournment(s) or postponement(s) of the Atacama Meeting.

As of the date of this Circular, to the knowledge of the directors and executive officers of Atacama, and based on Atacama's review of electronic filings on SEDAR and insider reports filed on the System for Electronic Disclosure by Insiders, as of the Atacama Record Date, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Atacama Shares carrying more than 10% of the voting rights attached to all Atacama Shares other than the following:

Name	Number of Atacama Shares	Percentage of Outstanding Atacama Shares
Albrecht Schneider	17,465,685	20.5%
Van Eck Associates Corporation	11,230,200	13.1%

Rio2 has confirmed to Atacama that neither Rio2 nor any of its affiliates held any Atacama Shares (or securities convertible into Atacama Shares) as at the Atacama Record Date.

GENERAL INFORMATION REGARDING THE RIO2 MEETING

The Rio2 Meeting

The Rio2 Meeting will be held at the offices of DLA Piper (Canada) LLP located at Suite 6000, 100 King St W, Toronto, Ontario M5X 1E2 on July 16, 2018 at 9:00 a.m. (Toronto time).

Rio2 Record Date

The record date for determining persons entitled to receive notice of and vote at the Rio2 Meeting is June 8, 2018. Rio2 Shareholders of record at the close of business on June 8, 2018 will be entitled to attend and vote at the Rio2 Meeting, or any adjournment or postponement thereof, in the manner and subject to the procedures described in this Circular.

Purpose of the Rio2 Meeting

At the Rio2 Meeting, Rio2 Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, the Rio2 Arrangement Resolution and the Rio2 Amalco Incentive Plans Resolution. The approval of the Rio2 Arrangement Resolution will require at least a two-thirds majority of the votes cast by the Rio2 Shareholders present in person or represented by proxy voting at the Rio2 Meeting. The approval of the Rio2 Amalco Incentive Plans Resolution will require a simple majority of the votes cast by Rio2 Shareholders present in person or represented by proxy at the Rio2 Meeting.

Voting By Registered Holders

Your vote is important regardless of the number of Rio2 Shares that you own. Whether or not you are able to attend, Rio2 encourages registered Rio2 Shareholders to vote by:

(A) mail or delivery by completing, dating, signing and depositing the enclosed form of proxy with Rio2, c/o Computershare Trust Company of Canada, Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1;

(B) faxing your completed proxy to 1-866-249-7775; or

(C) internet at www.investorvote.com; and

following the instructions on the enclosed proxy form.

All proxies must be received by not later than 9:00 a.m. (Toronto time) on July 12, 2018 or, if the Rio2 Meeting is adjourned or postponed, at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Rio2 Meeting is reconvened. Voting by proxy will not prevent you from voting in person if you attend the Rio2 Meeting and revoke your proxy, but will ensure that your vote will be counted if you are unable to attend.

If you are not registered as the holder of your Rio2 Shares but hold your Rio2 Shares through a broker or other intermediary, you should follow the instructions provided by your broker or other intermediary to vote your Rio2 Shares. If you are not registered as the holder of your Rio2 Shares see "*Information Regarding the Rio2 Meeting – Non-Registered Holders*" below for further information on how to vote your Rio2 Shares.

Appointment and Revocation of Proxies

Each person named in the enclosed form of proxy is an officer or director of Rio2.

A REGISTERED RIO2 SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON (WHO NEED NOT BE AN RIO2 SHAREHOLDER) TO ATTEND AND ACT FOR HIM OR HER AND ON HIS OR HER BEHALF AT THE RIO2 MEETING OTHER THAN THE PERSONS DESIGNATED IN THE ENCLOSED FORM OF PROXY. SUCH RIGHT MAY BE EXERCISED BY STRIKING OUT THE NAMES OF THE PERSONS DESIGNATED IN THE FORM OF PROXY AND BY INSERTING IN THE BLANK SPACE PROVIDED FOR THAT PURPOSE THE NAME OF THE DESIRED PERSON OR BY COMPLETING ANOTHER PROPER FORM OF PROXY AND, IN EITHER CASE, DELIVERING THE COMPLETED AND EXECUTED PROXY TO RIO2: C/O COMPUTERSHARE TRUST COMPANY OF CANADA, PROXY DEPARTMENT, 100 UNIVERSITY AVENUE, 8TH FLOOR, TORONTO, ONTARIO, M5J 2Y1 (FAX: 1-866-249-7775), BY NOT LATER THAN 9:00 A.M. (TORONTO TIME) ON JULY 12, 2018 OR, IF THE RIO2 MEETING IS ADJOURNED OR POSTPONED, AT LEAST 48 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND STATUTORY HOLIDAYS) BEFORE THE RIO2 MEETING IS RECONVENED.

A registered Rio2 Shareholder who has given a proxy may revoke it at any time in so far as it has not been exercised. A proxy may be revoked, as to any matter on which a vote shall not already have been cast pursuant to the authority conferred by such proxy, by instrument in writing executed by the registered Rio2 Shareholder or by his or her attorney authorized in writing or, if the registered Rio2 Shareholder is a body corporate, by an officer or attorney thereof duly authorized, and deposited with Rio2: Computershare Trust Company of Canada, Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1 (fax: 1-866-249-7775), at any time up to 48 hours, excluding Saturdays, Sundays and holidays, prior to the start of the Rio2 Meeting, or any adjournment or postponement thereof, or with the Chairman of the Rio2 Meeting prior to the commencement of the Rio2 Meeting or any adjournment or postponement thereof, and upon either of such deposits the proxy is revoked. A proxy may also be revoked in any other manner permitted by law.

Voting by Proxyholder

The Rio2 Shares represented by a properly executed proxy will be voted for or withheld or voted against all matters to be voted on at the Rio2 Meeting in accordance with the instructions of the registered holder of Rio2 Shares on any vote that may be called for.

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to the matters identified in the accompanying Notice of Rio2 Meeting and with respect to other matters which may properly come before the Rio2 Meeting. At the date of this Circular, management of Rio2 knows of no such amendments, variations or other matters to come before the Rio2 Meeting other than the matters referred to in the accompanying Notice of Rio2 Meeting. If any other matters do properly come before the

Rio2 Meeting, it is intended that the person appointed as proxy shall vote on such other business in such manner as that person then considers proper.

Voting By Non-Registered Rio2 Shareholders

Only registered Rio2 Shareholders or the persons they appoint as their proxies are permitted to vote at the Rio2 Meeting. However, in many cases, Rio2 Shares owned by a person (a "**non-registered Rio2 Shareholder**") are registered either (a) in the name of an intermediary that the non-registered Rio2 Shareholder deals with in respect of the shares (intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered registered savings plans, registered retirement income funds, registered education savings plans and similar plans), or (b) in the name of a clearing agency (such as CDS) of which the intermediary is a participant. In accordance with the requirements of NI 54-101, Rio2 has distributed copies of this Circular together with the form of proxy (collectively, the "**Rio2 Meeting Materials**") to the clearing agencies and intermediaries for onward distribution to non-registered Rio2 Shareholders.

Intermediaries are required to forward the Rio2 Meeting Materials to non-registered Rio2 Shareholders. Very often, intermediaries will use service companies to forward the Rio2 Meeting Materials to non-registered Rio2 Shareholders. Generally, non-registered Rio2 Shareholders will either:

(a) be given a form of proxy which has already been signed by the intermediary (typically by a facsimile stamped signature), which is restricted as to the number and class of securities beneficially owned by the non-registered Rio2 Shareholder but which is not otherwise completed. Because the intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the non-registered Rio2 Shareholder when submitting the proxy. In this case, the non-registered Rio2 Shareholder who wishes to vote by proxy should otherwise properly complete the form of proxy and deliver it as specified; or

(b) be given a form of proxy which is not signed by the intermediary and which, when properly completed and signed by the non-registered Rio2 Shareholder and returned to the intermediary or its service company, will constitute voting instructions (often called a Voting Instruction Form or VIF) which the intermediary must follow.

In either case, the purpose of this procedure is to permit non-registered Rio2 Shareholders to direct the voting of the Rio2 Shares they beneficially own. Most intermediaries now delegate responsibility for obtaining voting instructions from clients to Broadridge.

Broadridge typically mails a scannable VIF instead of the form of proxy. The non-registered Rio2 Shareholder is asked to complete the VIF and return it to Broadridge by mail, facsimile or online at www.proxyvote.com. Additionally, Rio2 may utilize Broadridge's QuickVote™ service to assist Rio2 Shareholders with voting their Rio2 Shares.

Should a non-registered Rio2 Shareholder who receives either document wish to vote at the Rio2 Meeting in person, the non-registered Rio2 Shareholder should strike out the persons named in the form of proxy and insert the non-registered Rio2 Shareholder's name in the blank space provided.

A non-registered Rio2 Shareholder should carefully follow the instructions of his or her intermediary including those regarding when and where the form of proxy or Voting Instruction Form is to be delivered.

A non-registered **Rio2 Shareholder** should contact his or her intermediary and carefully follow the instructions provided by the intermediary in order to revoke a Voting Instruction Form (or a proxy).

Exercise of Discretion by Proxyholder

RIO2 SHARES REPRESENTED BY PROPERLY EXECUTED PROXIES IN FAVOUR OF PERSONS DESIGNATED IN THE ENCLOSED FORM OF PROXY WILL, WHERE A CHOICE WITH RESPECT TO ANY MATTER TO BE ACTED UPON HAS BEEN SPECIFIED IN THE FORM OF PROXY, BE VOTED IN ACCORDANCE WITH THE SPECIFICATION MADE. SUCH RIO2 SHARES WILL BE VOTED IN FAVOUR OF EACH MATTER FOR WHICH NO CHOICE HAS BEEN SPECIFIED BY THE RIO2 SHAREHOLDER. **Therefore, unless you give contrary instructions, the persons designated will vote your Rio2 Shares at the Rio2 Meeting FOR the Rio2 Arrangement Resolution and the Rio2 Amalco Incentive Plans Resolution.**

The enclosed form of proxy when properly completed and delivered and not revoked, confers discretionary authority upon the person appointed proxy thereunder to vote with respect to any amendment to or variation of a

matter identified in the Notice of Rio2 Meeting, and with respect to any other matter which may properly come before the Rio2 Meeting. If an amendment to or variation of a matter identified in the Notice of Rio2 Meeting is properly brought before the Rio2 Meeting or any further or other business is properly brought before the Rio2 Meeting, it is the intention of the persons designated in the enclosed form of proxy to vote in accordance with their best judgment on such matter or business. At the time of the printing of this Circular, the management of Rio2 knows of no such amendment, variation or other matter which may be presented to the Rio2 Meeting.

Rio2 Voting Securities and Principal Holders of Rio2 Voting Securities

At the close of business on June 8, 2018, the Rio2 Record Date, 59,694,362 Rio2 Shares were issued and outstanding. Each Rio2 Shareholder is entitled to one vote per Rio2 Share held on all matters to come before the Rio2 Meeting, including the Rio2 Arrangement Resolution and the Rio2 Amalco Incentive Plans Resolution.

Only Rio2 Shareholders who are listed on its securities register on the Rio2 Record Date are entitled to receive notice of and to attend and vote at the Rio2 Meeting or any adjournment(s) or postponement(s) of the Rio2 Meeting, unless in the case of a Rio2 Shareholder transferring their Rio2 Shares after the Rio2 Record Date, the transferee of such Rio2 Shares: (i) produces properly endorsed certificates evidencing such Rio2 Shares or otherwise establishes that the transferee owns such Rio2 Shares; and (ii) demands, at least ten days before the Rio2 Meeting, that the transferee's name be included in the list of Rio2 Shareholders entitled to vote at the Rio2 Meeting.

As of the date of this Circular, to the knowledge of the directors and executive officers of Rio2, and based on Rio2's review of electronic filings on SEDAR and insider reports filed on the System for Electronic Disclosure by Insiders, as of the Rio2 Record Date, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Rio2 Shares carrying more than 10% of the voting rights attached to all Rio2 Shares other than the following:

Name	Number of Rio2 Shares	Percentage of Outstanding Rio2 Shares
Alex Black	21,621,000	36.2%
Pat DiCapo	11,500,000	19.3%

Atacama has confirmed to Rio2 that neither Atacama nor any of its affiliates held any Rio2 Shares (or securities convertible into Rio2 Shares) as at the Rio2 Record Date.

THE ARRANGEMENT

The Arrangement will be carried out pursuant to the Arrangement Agreement, the Plan of Arrangement and related documents. A summary of the principal terms of the Arrangement Agreement and the Plan of Arrangement is provided in this section. This summary does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which is available on the SEDAR profiles of each of Atacama and Rio2 at www.sedar.com and the Plan of Arrangement, which is set out in Appendix "A" to this Circular.

Atacama's Background to the Arrangement

The Arrangement Agreement is the result of arm's-length negotiations among representatives, and legal and financial advisors, of Rio2 and Atacama. The following is a summary of the background to the execution of the Arrangement Agreement.

During the first part of 2017, the Atacama Board began to consider various options for advancing Atacama and for the development of the Cerro Maricunga Gold Project, particularly in light of the prevailing price of gold, and the availability of equity to support the ongoing technical studies on the Cerro Maricunga Gold Project.

As a result, the Atacama Board made the strategic decision to initiate a process whereby it would investigate a broad range of acquisition and/or merger opportunities, the goal of which would be to determine interest in a change of control transaction. At a meeting on June 29, 2017, the Atacama Board established a special committee of independent directors (the "**Atacama Special Committee**"), consisting of directors Robert Suttie and former director Paul Champagne. The Atacama Special Committee was given the mandate to supervise a process led by a financial advisor, the purpose of which was to identify potentially interested parties and to solicit

expressions of interest and/or offers therefrom, for consideration by the Atacama Special Committee and the Atacama Board.

Atacama's existing legal counsel continued to be retained to advise the Atacama Special Committee and the Atacama Board, but the Atacama Special Committee retained the authority to retain separate legal counsel should it have chosen to do so.

The Atacama Board had, on June 21, 2017, retained BMO Capital Markets as its financial advisor and to assist in conducting the process. The Atacama Special Committee confirmed that BMO Capital Markets would assist the committee in the process.

During June and August, 2017, a solicitation process was developed by BMO Capital Markets and the Atacama Special Committee. Commencing in September 2017, 27 potential buyers expected to have the greatest interest in the Cerro Maricunga Gold Project were identified and contacted. Ten of those parties entered into confidentiality agreements with Atacama and conducted due diligence on Atacama and the Cerro Maricunga Gold Project. Of the ten parties, three parties submitted non-binding proposals by the middle of October 2017, which included Rio2.

During this phase, the Atacama Special Committee was reconstituted as director Paul Champagne did not stand for re-election at the Atacama annual meeting held on September 25, 2017. On October 5, 2017, Marcio Fonseca joined the Atacama Board, and was appointed to fill the vacancy created on the Atacama Special Committee such that the Atacama Special Committee then consisted of Marcio Fonseca and Robert Suttie.

During November 2017, the three parties that submitted proposals held meetings with management of Atacama as well as Atacama's technical advisors. Two of the parties provided further non-binding proposals which were received by the end of November 2017. Between November 2017 and mid-December 2017, BMO Capital Markets and the Atacama Special Committee negotiated the terms of the non-binding proposals submitted by the two parties, while the two parties continued to finalize their due diligence investigations. Numerous discussions were held between Atacama representatives, BMO Capital Markets and both potential buyers. However, after discussion, the Atacama Special Committee determined that the party other than Rio2 was more likely to result in an acceptable transaction and entered into a period of exclusivity with that company, which was extended and ultimately terminated on February 1, 2018 as Atacama and that party had failed to reach acceptable terms on a transaction structure. Both parties agreed to continue negotiations, but Atacama contacted Rio2 to solicit their interest in a transaction.

In 2017, the Atacama Special Committee met 26 times.

On April 4, 2018, Rio2 submitted a revised non-binding proposal to Atacama for a transaction that would see the two companies combine in an all-share transaction. On April 5, 2018, the Atacama Special Committee, BMO Capital Markets and legal counsel met to consider the new non-binding proposal from Rio2. The proposal provided that the resulting company would be held 57.5% by Atacama Shareholders and 42.5% by Rio2 Shareholders (on a fully-diluted in-the-money basis). The Atacama Special Committee resolved to proceed with Rio2 and granted an exclusivity period to complete due diligence and negotiate the terms of the Arrangement set forth in the proposal. The exclusivity period was to expire on May 11, 2018 but was subsequently extended to May 16, 2018.

Between April 5, 2018 and May 12, 2018, each of Atacama and Rio2 completed its due diligence investigation on the other party. An initial draft of the Arrangement Agreement was delivered to Atacama on April 24, 2018. Counsel for Rio2 and Atacama commenced the negotiation of the Arrangement Agreement. Tax and related structuring analysis was undertaken during this time. Atacama and Rio2 negotiated the definitive terms of the exchange ratio.

The Atacama Special Committee met on May 12, 2018 to receive the results of the technical, financial and legal due diligence review; to review the Arrangement and structure of the resulting company; to review the terms of the draft Arrangement Agreement; and to receive the fairness analysis and verbal fairness opinion from BMO Capital Markets. Directors Albrecht Schneider and Carl Hansen attended as guests of the Atacama Special Committee.

At this meeting, BMO Capital Markets presented its analysis and provided its verbal opinion to the Atacama Special Committee that, based on the scope of review and various assumptions and limitations set forth in its opinion, as well as other matters it considered relevant, the consideration that Atacama Shareholders would receive in the Arrangement, was fair from a financial point of view to Atacama Shareholders. Stikeman Elliott LLP reviewed the terms of the proposed Arrangement Agreement with the Atacama Special Committee, including the proposed 'deal protections' and termination fees that could be payable.

After due and careful consideration, the Atacama Special Committee unanimously resolved that the Arrangement is fair to the Atacama's Shareholders and is in the best interests of Atacama; to recommend to the Atacama Board that the Atacama Board approve the Arrangement; to authorize and approve the entering into of the Arrangement Agreement; and to recommend that Atacama Shareholders vote in favour of the Atacama Arrangement Resolution and the other related resolutions.

The Atacama Special Committee's recommendation was based on the Atacama Special Committee's review of certain materials and matters, including, but not limited to: (a) the results of the due diligence that was carried out by management, legal counsel and consultants; (b) BMO Capital Market's analysis, presentations and fairness opinion; (c) the terms of the Arrangement Agreement; and (d) the benefits of the Arrangement.

Immediately following the meeting of the Atacama Special Committee, the Atacama Board met to receive the recommendation of the Atacama Special Committee. After due and careful consideration, the Atacama Board unanimously approved the Arrangement and the Arrangement Agreement, resolved that the Arrangement is fair to the Atacama Shareholders and in the best interests of Atacama and resolved to recommend that Atacama Shareholders vote in favour of the Atacama Arrangement Resolution and the other related resolutions.

Following their respective meetings, Atacama and Rio2 signed the Arrangement Agreement and issued a joint press release announcing the Arrangement prior to the open of the financial markets in Toronto, Canada on May 14, 2018.

Recommendation of the Atacama Board

After careful consideration, and receiving financial and legal advice, the Atacama Board has unanimously determined that the Arrangement is fair to the Atacama Shareholders and in the best interests of Atacama. **Accordingly, the Atacama Board unanimously recommends that Atacama Shareholders vote FOR the Atacama Arrangement Resolution**.

Reasons for the Atacama Board Recommendations

In the course of their evaluation of the Arrangement, the Atacama Special Committee and the Atacama Board consulted with management, Atacama's legal counsel and financial advisors, including BMO Capital Markets, received the Atacama Fairness Opinion from BMO Capital Markets and considered a number of factors in arriving at their recommendations in favour of the Arrangement including, among others, the following:

- *Significant Premium for Atacama Shareholders*. The exchange ratio represents consideration to Atacama Shareholders of $0.95 per Atacama Share based on the closing price of Rio2 Shares on the TSXV as at May 11, 2018 (the last trading day before the Arrangement was publicly announced). This value implies a 58% premium over the May 11, 2018 closing price of Atacama Shares of $0.60 and a 45% premium calculated on 20-day volume-weighted average trading price of the Atacama Shares and Rio2 Shares on the TSXV as of May 11, 2018.

- *Participation by Atacama Shareholders in Future Growth.* Atacama Shareholders will receive Amalco Shares pursuant to the Arrangement and will have the opportunity to participate in any increase in the value of Amalco, including any value creation associated with the development of the Cerro Maricunga Gold Project. On completion of the Arrangement, Atacama Shareholders will own approximately 57.5% of the Amalco Shares (on a fully-diluted in-the-money basis).

- *Cash Resources to Advance the Development of the Cerro Maricunga Gold Project.* Assuming completion of the Rio2 Financing, Amalco is expected to have sufficient cash to continue to advance the development of the Cerro Maricunga Gold Project.

- *Attractive Americas-focused Gold Portfolio.* Amalco is expected to benefit from geographic diversification and provide a strong platform for expansion within Chile, Peru and Nicaragua.

- *Enhanced Capital Markets Profile.* Amalco is expected to benefit from increased institutional and retail investor interest.

- *Experienced Management Team.* Atacama Shareholders are expected to benefit from the experience of Rio2's proven management team, whose members have a record of developing and operating heap leach gold mines in South America. Rio2's management team has successfully acquired and developed mines

with an organizational culture that focuses on prudent capital management and the development of high-margin, strong free-cash-flowing mining operations.

- *Review of Alternatives.* The Atacama Special Committee and the Atacama Board, with the assistance of BMO Capital Markets, investigated a broad range of acquisition and/or merger alternatives and solicited proposals from those parties that the Atacama Special Committee believed, with the advice of BMO Capital Markets, represented the most likely interested qualified purchasers. As a result of this process, Atacama received non-binding proposals from three parties, including Rio2, and concluded that the proposed transaction with Rio2 the most favourable and was fair to the Atacama Shareholders.

- *Low Completion Risk.* The likelihood of the Arrangement being completed is considered to be high, in light of the support received for the transaction from the directors and officers of both Atacama and Rio2, holding approximately 22.6% of the outstanding Atacama Shares and approximately 50.8% of the outstanding Rio2 Shares, respectively, the experience and reputation of Rio2 and the absence of significant closing conditions, other than the approval of Atacama Shareholders and Rio2 Shareholders, the approval by the Court of the Arrangement, the completion of the Rio2 Financing and other customary closing conditions.

- *Advice from BMO Capital Markets.* Based upon and subject to the scope of review, assumptions and limitations set out in the Atacama Fairness Opinion, BMO Capital Markets was of the opinion that, as of the date of the Atacama Fairness Opinion, the consideration to be received by Atacama Shareholders pursuant to the Arrangement was fair from a financial point of view to the Atacama Shareholders. See "*The Arrangement — Atacama Fairness Opinion of BMO Capital Markets*" and Appendix "G" to this Circular "*Atacama Fairness Opinion*".

- *Ability to Respond to Unsolicited Superior Proposals.* Subject to the terms of the Arrangement Agreement, the Atacama Board is able to respond to any unsolicited bona fide written proposal that would, taking into account all of the terms and conditions of such proposal, if consummated in accordance with its terms, result in a transaction which is more favourable to the Atacama Shareholders from a financial point of view than the Arrangement.

- *Acceptance by Directors and Officers.* On or about May 14, 2018, directors and officers of Atacama, holding in aggregate approximately 22.6% of the outstanding Atacama Shares entered into Atacama Support Agreements with Rio2 pursuant to which they have agreed to vote their Atacama Shares in favour of the Arrangement.

- *Atacama Shareholder Approval.* The Arrangement must be approved by (a) at least a two-thirds majority of the votes cast by Atacama Shareholders; and (b) at least a simple majority of the votes cast by the Atacama Shareholders present in person or represented by proxy at the Atacama Meeting, excluding the votes cast in respect of Atacama Shares held by certain parties in accordance with MI 61-101.

- *Court Approval.* In order to become effective, the Arrangement must be approved by the Court, which will consider, among other things, the fairness and reasonableness of the Arrangement to the Atacama Shareholders.

- *Dissent Rights.* The terms of the Plan of Arrangement provide that registered Atacama Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise Dissent Rights in respect of the Arrangement (as described in the Plan of Arrangement) and, if ultimately successful, receive fair value for their Atacama Shares.

- *Tax Deferred Rollover.* Atacama Shareholders who are Resident Shareholders (other than Dissenting Shareholders) generally will be able to defer all or part of the Canadian income tax on any capital gain that would otherwise arise on an exchange of their Atacama Shares for Amalco Shares.

In the course of their deliberations, the Atacama Special Committee and the Atacama Board also identified and considered a variety of risks, including, but not limited to, the risks to Atacama if the Arrangement is not completed, including the costs to Atacama in pursuing the Arrangement, the Atacama Termination Fee, and the diversion of management attention away from the conduct of Atacama's business.

The foregoing summary of the information and factors considered by the Atacama Special Committee and the Atacama Board is not, and is not intended to be, exhaustive. In view of the variety of factors and the amount of information considered in connection with its evaluation of the Arrangement, the Atacama Special Committee and the Atacama Board did not find it practical to, and did not, quantify or otherwise attempt to assign any relative weight to each specific factor considered in reaching its conclusion and recommendation. The Atacama Special Committee's and the Atacama Board's recommendations were made after consideration of all of the above-noted factors and in light of their collective knowledge of the business, financial condition and prospects of Atacama, and were also based upon the advice of financial and legal advisors. In addition, individual members of the Atacama Special Committee or the Atacama Board may have assigned different weights to different factors and considerations.

During the aforementioned discussions, there was no materially contrary view by a director or material disagreement within the Atacama Board or the Atacama Special Committee with respect to the Arrangement.

Rio2's Background to the Arrangement

The Arrangement Agreement is the result of arm's length negotiations among representatives of Rio2 and Atacama and their respective legal and financial advisers. The following is a summary of the background leading up to the Arrangement Agreement from the perspective of Rio2.

Rio2's objective is to create long-term shareholder value through disciplined acquisitions at exploration, development, and operating stages, through the development of high-margin, strong free-cash-flowing mining operations. Rio2 has been evaluating acquisition opportunities in politically stable and mining-friendly jurisdictions where it could deploy the Rio2 management team's operational expertise on projects that can be developed into mines or add value and improve efficiencies in existing mines. Prior to and during the course of the discussions between Rio2 and Atacama as described in this Circular, Rio2's management and the Rio2 Board continually identified, evaluated and considered various potential acquisition opportunities.

Rio2's leadership team had been aware of Atacama and the Cerro Maricunga Gold Project for several years due to the gold mineralization at the Cerro Maricunga Gold Project being analogous to gold deposits which were developed into producing mines by members of the Rio2 team. Accordingly, Alex Black, President and Chief Executive Officer of Rio2, initiated an interaction with Carl Hansen, President Chief Executive Officer of Atacama by email in April 2017 following which a confidentiality agreement was entered into between the parties on May 3, 2017.

After completing a preliminary technical due diligence review of Atacama, Rio2 submitted a non-binding proposal to Atacama on June 28, 2017 that would see the two companies combine in an all-share transaction (the "**First Proposal**"). The First Proposal was not accepted by Atacama at the time and Atacama indicated to Rio2 that it was going to explore strategic alternatives with its financial advisor, BMO Capital Markets (the "**Strategic Process**").

Dialogue between Rio2 and Atacama resumed during August and September 2017 in respect of a potential combination of the two companies including with several significant shareholders of Atacama. Rio2 subsequently submitted a non-binding combination proposal to Atacama on September 24, 2017 (the "**Second Proposal**"). The Second Proposal was not entered into by the parties as Atacama decided to review all offers commensurate with the Strategic Process' offer review date of October 12, 2017. On October 11, 2017, Rio2 submitted a revised non-binding combination proposal (the "**Third Proposal**") to Atacama following further discussions between parties. The Third Proposal was not accepted by Atacama and Rio2 was not invited to the next phase of the Strategic Process. Rio2's data room access was terminated.

In late February 2018, Jose Luis Martinez, EVP & Chief Strategy Officer of Rio2, and Carl Hansen re-engaged in discussions regarding a potential transaction and as a result, Rio2's access to the Atacama data room was reinstated. Rio2 and Atacama held technical update meetings in early March 2018 which allowed Rio2 to update its technical and financial review of Atacama.

Rio2 submitted a further combination non-binding proposal (the "**Fourth Proposal**") for the two companies to combine in an all-share transaction on March 27, 2018. Atacama did not respond to the Fourth Proposal before its expiration time and Rio2 disengaged from discussions with Atacama. Atacama subsequently contacted Rio2 and the parties engaged in discussions in respect of the material terms and conditions under which they would be prepared to enter into a combination transaction.

Rio2 submitted a non-binding proposal to Atacama on April 4, 2018, following which the parties engaged in further negotiation and a final revised non-binding proposal was submitted by Rio2 (the "**Final Proposal**") on April 5,

2018 which was accepted by Atacama. The Final Proposal provided the basis for the material terms and conditions for the combination whereby the company resulting from the business combination would be held 57.5% by Atacama Shareholders and 42.5% by Rio2 Shareholders. The proposal also provided an exclusivity period in favour of Rio2 to complete due diligence and negotiate the terms of the Arrangement set forth in the Final Proposal.

Rio2, with its legal, environmental, and tax advisors commenced their confirmatory due diligence review which included a site visit to the Cerro Maricunga Gold Project in the first half of April 2018. Between early-April and mid-May 2018, both parties completed their respective due diligence investigations in respect of one another. Counsel for Rio2 and Atacama commenced the negotiation of the Arrangement Agreement.

On April 28, 2018, Rio2 formally retained Raymond James as exclusive financial advisor.

The Rio2 Board met on May 4, 2018 to review the results of its technical and legal due diligence review of Atacama and the Cerro Maricunga Gold Project as well as review the Arrangement and the Arrangement Agreement. Raymond James also presented its preliminary views on project benchmarking and combination analysis, while management of Rio2 discussed the strategic merits of the combination and provided an update on the due diligence review of Atacama.

The Rio2 Board met again on the morning of May 12, 2018. At this meeting, Raymond James delivered its verbal fairness opinion to the Rio2 Board which stated that, based upon and subject to the scope of review and the assumptions and limitations contained in its opinion, and as of May 12, 2018, the Rio2 Share Consideration to be received by the Rio2 Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Rio2 Shareholders. The Rio2 Board also reviewed the final terms and deal protections of the Arrangement Agreement, considered the Arrangement as well as engagement terms provided by the Underwriters in respect of the Rio2 Financing. The Board of Rio2 unanimously determined to recommend that Rio2 Shareholders vote in favour of the Rio2 Arrangement Resolution and authorized and approved the execution and delivery of the Arrangement Agreement by Rio2. For further details see "*The Arrangement – Anticipated Benefits of the Arrangement*".

The Arrangement Agreement was executed by both parties on the morning of May 14, 2018 and the terms of the business combination were subsequently announced in a joint press release issued by Rio2 and Atacama prior to the commencement of trading on the TSXV. In addition, the Financing Agreement in respect of the Rio2 Financing was also entered into on the morning of May 14, 2018, and Rio2 issued a new release announcing the Rio2 Financing prior to the commencement of trading on the TSXV. Officers and directors of Rio2, collectively holding approximately 50.8% of the then outstanding Rio2 Shares, entered into voting support agreements with Atacama, pursuant to which they agreed to vote their Rio2 Shares held in favor of the Rio2 Arrangement Resolution and the Rio2 Amalco Incentive Plans Resolution. Officers and directors of Atacama, collectively holding approximately 22.6% of the outstanding Atacama Shares, entered into voting support agreements with Rio2, pursuant to which they agreed to vote their Atacama Shares held in favor of the Atacama Arrangement Resolution and the Atacama Amalco Incentive Plans Resolution.

Recommendation of the Rio2 Board

After careful consideration, and receiving financial and legal advice, the Rio2 Board has unanimously determined that the Arrangement is fair to the Rio2 Shareholders and in the best interests of Rio2. **Accordingly, the Rio2 Board unanimously recommends that Rio2 Shareholders vote FOR the Rio2 Arrangement Resolution**.

Reasons for the Rio2 Board Recommendations

In the course of its evaluation of the Arrangement, the Rio2 Board consulted with management and received the results of management's review and evaluation of Atacama and the Cerro Maricunga Gold Project. The Rio2 Board also consulted with its legal and financial advisors, received a fairness opinion from Raymond James, and considered a number of factors in arriving at their recommendation including, among others, the following:

- *Compelling Strategic Rationale*. Combining the advanced pre-feasibility development stage of the Cerro Maricunga Gold Project and Rio2's core strengths as a project developer and operator.

- *Establishes Rio2 as an emerging gold development company*. The Cerro Maricunga Project has strong positioning when compared to other similar gold projects. It is one of the largest undeveloped pre-feasibility level gold oxide projects in the Americas.

- *Leverages Rio2 team's core strengths*. Rio2 Shareholders are expected to benefit from Rio2's deployment of their experience in developing and operating analogous heap leach gold mines. Rio2's management team has successfully developed two-open pit, gold heap leach projects that had similar mineralization as the Cerro Maricunga Gold Project. Rio2's organizational culture focuses on prudent capital management and the development of high-margin, strong free-cash-flowing mining operations.

- *Extensive Project Review*: The Rio2 team spent a considerable amount of time completing due diligence on a number of gold projects before selecting Atacama due to the unique characteristics of the Cerro Maricunga Gold Project which present a strong fit for the strengths of the Rio2 team given its prior experience in developing similar projects successfully and enhancing shareholder value as a result.

- *Enhanced Capital Markets Profile*. The fundamental technical aspects of the Cerro Maricunga Gold Project and development track record of the Rio2 team sets the stage for Amalco to continue to have access to the capital markets to advance the development of the Cerro Maricunga Gold Project. Amalco is expected to benefit from increased institutional and retail investor interest.

- *Participation by Rio2 Shareholders in Future Growth*. Rio2 Shareholders will receive Amalco Shares pursuant to the Arrangement and will have the opportunity to participate in any value creation associated with the Cerro Maricunga Gold Project.

- *Low Completion Risk*. The likelihood of the Arrangement being completed is considered to be high, in light of the support received for the transaction from the directors and officers of both Atacama and Rio2, holding approximately 22.6% of the outstanding Atacama Shares and approximately 50.8% of the outstanding Rio2 Shares, respectively, the experience and reputation of Rio2 and the absence of significant closing conditions, other than the approval of Atacama Shareholders and Rio2 Shareholders, the approval by the Court of the Arrangement, the completion of the Rio2 Financing and other customary closing conditions.

- *Fairness Opinion of Raymond James*. Based upon and subject to the analyses, assumptions, qualifications and limitations set out in the Rio2 Fairness Opinion, Raymond was of the opinion that, as of the date of the Rio2 Fairness Opinion, the consideration to be received by Rio2 Shareholders pursuant to the Arrangement was fair from a financial point of view to the Rio2 Shareholders. See "*The Arrangement — Rio2 Fairness Opinion of Raymond James* " and Appendix "H" to this Circular "*Rio2 Fairness Opinion*".

- *Support of Directors and Officers*. On or about May 14, 2018, directors and senior officers of Rio2, holding in aggregate approximately 50.8% of the outstanding Rio2 Shares, entered into Rio2 Support Agreements with Atacama pursuant to which they have agreed to vote their Rio2 Shares in favour of the Arrangement.

- *Negotiated Transaction*. The Arrangement Agreement is the result of an arm's length negotiation process and includes terms and conditions that are reasonable in the judgment of the Rio2 Board.

- *Tax Deferred Rollover*. Rio2 Shareholders who are Resident Shareholders (other than Dissenting Shareholders) generally will be able to defer all or part of the Canadian income tax on any capital gain that would otherwise arise on an exchange of their Rio2 Shares for Amalco Shares.

In making its determinations and recommendations, the Rio2 Board also observed that a number of procedural safeguards were in place and are present to permit the Rio2 Board to represent the interests of Rio2 and the Rio2 Shareholders. These procedural safeguards include, among others:

- *Court Approval*. In order to become effective, the Arrangement must be approved by the Court, which will consider, among other things, the fairness and reasonableness of the Arrangement to the Rio2 Shareholders.

- *Rio2 Shareholder Approval*. The Arrangement must be approved by at least a two-thirds majority of the votes cast by Rio2 Shareholders at the Rio2 Meeting.

- *Dissent Rights*. The terms of the Plan of Arrangement provide that registered Rio2 Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise Dissent Rights in respect of the Arrangement (as described in the Plan of Arrangement) and, if ultimately successful, receive fair value for their Rio2 Shares.

Atacama Fairness Opinion of BMO Capital Markets

Atacama initially contacted BMO Capital Markets regarding a potential advisory assignment in March 2017. BMO Capital Markets was formally engaged by Atacama pursuant to an engagement letter dated June 21, 2017, pursuant to which BMO Capital Markets agreed to provide Atacama with various advisory services in connection with the Arrangement including, among other things, the provision of the Atacama Fairness Opinion.

The Atacama Fairness Opinion was verbally delivered to the Atacama Board on May 12, 2018.

BMO Capital Markets performed various analyses in connection with rendering the Atacama Fairness Opinion. In arriving at its conclusion, BMO Capital Markets did not attribute any particular weight to any specific approach or analysis, but rather developed qualitative judgments on the basis of its experience in rendering such opinions and on the information provided to it presented as a whole.

The Atacama Fairness Opinion states that, in the opinion of BMO Capital Markets, based upon and subject to the analyses, assumptions, qualifications and limitations set out in the Atacama Fairness Opinion, the consideration to be received by Atacama Shareholders pursuant to the Arrangement is fair from a financial point of view to the Atacama Shareholders.

BMO Capital Markets has not prepared a formal valuation or appraisal of the securities or assets of Atacama, Rio2, or of any of their respective subsidiaries, and the Atacama Fairness Opinion should not be construed as such.

The terms of the engagement letter between Atacama and BMO Capital Markets provide that BMO Capital Markets will receive a fee for rendering the Atacama Fairness Opinion and certain fees for its advisory services, a substantial portion of which is contingent on the successful completion of the Arrangement. BMO Capital Markets is also to be reimbursed for its reasonable out-of-pocket expenses. Furthermore, Atacama has agreed to indemnify BMO Capital Markets against certain liabilities that might arise out of its engagement.

The full text of the Atacama Fairness Opinion, which states, among other things, the scope of review, assumptions made and limitations on the review undertaken, is attached as Appendix "G". Atacama Shareholders are encouraged to read the Atacama Fairness Opinion carefully in its entirety. The Atacama Fairness Opinion was provided to the Atacama Board in connection with its evaluation of the consideration to be received pursuant to the Arrangement, does not address any other aspect of the Arrangement and does not constitute a recommendation as to how Atacama Shareholders should vote or act with respect to the Arrangement.

Rio2 Fairness Opinion of Raymond James

Rio2 initially contacted Raymond James regarding a potential advisory assignment in March 2017. Raymond James was formally engaged by Rio2 pursuant to an engagement letter dated May 10, 2017, pursuant to which Raymond James agreed to provide Rio2 with various advisory services in connection with the Arrangement including, among other things, the provision of the Rio2 Fairness Opinion.

The Rio2 Fairness Opinion was delivered to the Rio2 Board on May 12, 2018.

Raymond James performed various analyses in connection with rendering the Rio2 Fairness Opinion. In arriving at its conclusion, Raymond James did not attribute any particular weight to any specific approach or analysis, but rather developed qualitative judgments on the basis of its experience in rendering such opinions and on the information provided to it presented as a whole.

The Rio2 Fairness Opinion states that, in the opinion of Raymond James, based upon and subject to the analyses, assumptions, qualifications and limitations set out in the Rio2 Fairness Opinion, the Rio2 Share Consideration to be received by the Rio2 Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Rio2 Shareholders as of the date of the Arrangement Agreement.

Raymond James has not prepared a formal valuation or appraisal of the securities or assets of Atacama, Rio2, or of any of their respective subsidiaries and the Rio2 Fairness Opinion should not be construed as such.

The terms of the engagement letter between Rio2 and Raymond James provide that Raymond James will receive a fee for rendering the Rio2 Fairness Opinion and certain fees for its advisory services, a substantial portion of which is contingent on the successful completion of the Arrangement. Raymond James is also to be reimbursed for its reasonable out-of-pocket expenses. Furthermore, Rio2 has agreed to indemnify Raymond James against certain liabilities that might arise out of its engagement.

The full text of the Rio2 Fairness Opinion, which states, among other things, the scope of review, assumptions made and limitations on the review undertaken, is attached as Appendix "H". Rio2 Shareholders are encouraged to read the Rio2 Fairness Opinion carefully in its entirety. The Rio2 Fairness Opinion was provided to the Rio2 Board in connection with its evaluation of the consideration to be received pursuant to the Arrangement, does not address any other aspect of the Arrangement and does not constitute a recommendation as to how Rio2 Shareholders should vote or act with respect to the Arrangement.

Steps of the Arrangement

The following description is a summary of the principal steps of the Arrangement and is qualified in its entirety by reference to the full text of the Plan of Arrangement, which is attached as Appendix "A" to this Circular.

The implementation of the Arrangement is conditional upon completion of the Rio2 Financing and the Atacama Continuance prior to the Effective Time. The Arrangement involves the following steps that will occur and be deemed to occur, commencing at the Effective Time, sequentially in the following order without any further authorization, act or formality of or by Atacama, Rio2 or any other person:

(a) the escrowed funds from the Rio2 Financing shall be released to Rio2 in accordance with the Subscription Receipt Agreement and each Rio2 Subscription Receipt will be automatically converted (for no further consideration and with no further action on the part of the holder thereof) into one Rio2 Share upon the satisfaction of the escrow release conditions in connection with the Rio2 Financing and the name of each such holder will be removed from the register of holders of Rio2 Subscription Receipts and added to the register of holders of Rio2 Shares;

(b) each Atacama Share held by an Atacama Dissenting Shareholder who has validly exercised their rights of dissent and which rights of dissent remain valid immediately prior to the Effective Time shall be cancelled and the holder shall cease to have any rights as a holder of such Atacama Share other than the right to be paid the fair value of such Atacama Share by Amalco in accordance with the Plan of Arrangement;

(c) each Rio2 Share held by a Rio2 Dissenting Shareholder who has validly exercised their rights of dissent and which rights of dissent remain valid immediately prior to the Effective Time shall be cancelled and the holder shall cease to have any rights as a holder of such Rio2 Share other than the right to be paid the fair value of such Rio2 Share by Amalco in accordance with the Plan of Arrangement;

(d) Rio2 and Atacama shall be amalgamated under the OBCA and continue as one corporation on the terms prescribed in the Plan of Arrangement (previously defined as the "**Amalgamation**");

(e) on the Amalgamation:

(i) the issued and outstanding shares of Atacama and Rio2 shall be converted into Amalco Shares or cancelled, as applicable, in accordance with the following:

A. each Atacama Share, other than Atacama Shares held by Rio2, shall be exchanged for 0.6601 of an Amalco Share;

B. each Rio2 Share, other than Rio2 Shares held by Atacama, shall be exchanged for 0.6667 of an Amalco Share;

C. any shares of an Amalgamating Corporation held by the other Amalgamating Corporation shall be cancelled without any repayment of capital in respect thereof;

(ii) upon the exchange pursuant to paragraph (e)(i)A above: (x) each holder of such Atacama Shares shall cease to be a holder of the Atacama Shares so exchanged and the name of such holder shall be removed from the central securities register of Atacama Shares; (y) the Atacama Shares shall be, and shall be deemed to be, immediately cancelled and cease to be outstanding; and (z) Amalco shall issue to such former holder of Atacama Shares 0.6601 of an Amalco Share for each

Atacama Share exchanged, and the name of such holder shall be added to the central securities register of Amalco Shares; and

(iii) upon the exchange pursuant to paragraph (e)(i)B above: (x) each holder of such Rio2 Shares shall cease to be a holder of the Rio2 Shares so exchanged and the name of such holder shall be removed from the central securities register of Rio2 Shares; (y) the Rio2 Shares shall be, and shall be deemed to be, immediately cancelled and cease to be outstanding; and (z) Amalco shall issue to such former holder of Rio2 Shares 0.6667 of an Amalco Share for each Rio2 Share exchanged, and the name of such holder shall be added to the central securities register of Amalco Shares.

No fractional Amalco Shares will be issued. The number of Amalco Shares to be issued to any Former Shareholder will be rounded down to the nearest whole Amalco Share and no Former Shareholder will be entitled to any compensation in respect of a fractional Amalco Share.

In order to receive the Amalco Shares to which they are entitled under the Arrangement, registered Atacama Shareholders and registered Rio2 Shareholders must complete, sign, date and return the applicable Letter of Transmittal and all the documents required thereby in accordance with the instructions set out therein.

Effect of the Arrangement

The Arrangement will result in, among other things, the amalgamation of Atacama and Rio2 and their continuance as Amalco under the OBCA. At the time of the Amalgamation, the separate legal existence of Atacama will cease and Atacama and Rio2 will continue as one corporation, Amalco. As a result of the Arrangement, Atacama Shareholders (other than Atacama Dissenting Shareholders) will receive 0.6601 of an Amalco Share in exchange for each Atacama Share held and Rio2 Shareholders (other than Rio2 Dissenting Shareholders) will receive 0.6667 of an Amalco Share in exchange for each Rio2 Share held.

Amalco will be named "Rio2 Limited". Amalco will have all of the property, rights, privileges and franchises and be subject to all of the liabilities, contracts, disabilities and debts of each of Rio2 and Atacama immediately prior to the Effective Time. Amalco will initially have seven directors. It is expected that the initial directors of Amalco will be the current directors of Rio2, namely, Alex Black, Klaus Zeitler, Sidney Robinson, Ram Ramachandran, David Thomas and Daniel Kenney, as well as Albrecht Schneider, the current Executive Chairman and a director of Atacama. The management of Amalco is expected to consist of the current management of Rio2. The by-laws of Amalco will be substantially the same as those of Rio2.

Effective Date of the Arrangement

If the Atacama Continuance Resolution, the Atacama Arrangement Resolution and the Rio2 Arrangement Resolution are passed, the Final Order is obtained and all other conditions disclosed in the Arrangement Agreement and summarized below under "*The Arrangement Agreement — Conditions to the Arrangement Becoming Effective*" are satisfied or waived, the Arrangement will become effective on the Effective Date. Atacama and Rio2 currently expect that the Effective Date will be on or about July 24, 2018.

Atacama Shareholder Approval of the Arrangement and the Atacama Continuance

At the Atacama Meeting, Atacama Shareholders will be asked to approve the Atacama Arrangement Resolution, the full text of which is set out in Appendix "C" to this Circular. In order for the Arrangement to become effective, the Atacama Arrangement Resolution must be approved by: (a) at least a two-thirds majority of the votes cast by Atacama Shareholders; (b) a simple majority of the votes cast by Atacama Shareholders, excluding the votes cast in respect of Atacama Shares held by certain parties in accordance with MI 61-101. If Atacama Shareholders fail to approve the Atacama Arrangement Resolution by the requisite majority, the Arrangement will not be completed.

At the Atacama Meeting, Atacama Shareholders will also be asked to approve the Atacama Continuance Resolution. To be effective the Atacama Continuance Resolution must be approved by at least a two-thirds majority of the votes cast by the Atacama Shareholders present in person or represented by proxy voting at the Atacama Meeting. A copy of the Atacama Continuance Resolution is set out in Appendix "B" of this Circular. It is a condition to the completion of the Arrangement that the Atacama Continuance Resolution is approved by Atacama Shareholders at the Atacama Meeting.

The Atacama Board unanimously recommends that Atacama Shareholders vote <u>FOR</u> the Atacama Arrangement Resolution and the Atacama Continuance Resolution. See "*The Arrangement –*

Recommendation of the Atacama Board" above and "*The Atacama Continuance – Recommendation of the Atacama Board*" below.

Rio2 Shareholder Approval of the Arrangement

At the Rio2 Meeting, Rio2 Shareholders will be asked to approve the Rio2 Arrangement Resolution, the full text of which is set out in Appendix "E" to this Circular. In order for the Arrangement to become effective, the Rio2 Arrangement Resolution must be approved by at least a two-thirds majority of the votes cast by Rio2 Shareholders. If Rio2 Shareholders fail to approve the Rio2 Arrangement Resolution by the requisite majority, the Arrangement will not be completed.

The Rio2 Board unanimously recommends that Rio2 Shareholders vote FOR the Rio2 Arrangement Resolution. See "*The Arrangement — Recommendation of the Rio2 Board*" above.

Court Approval of the Arrangement

The Arrangement requires Court approval under the OBCA. Before the mailing of this Circular, Atacama and Rio2 obtained the Interim Order providing for the calling and holding of the Atacama Meeting and Rio2 Meeting, the Dissent Rights in respect of the Arrangement and certain other procedural matters. The text of the Interim Order is set out in Appendix "I" to this Circular. If the Atacama Arrangement Resolution and the Atacama Continuance Resolution are passed at the Atacama Meeting and the Rio2 Arrangement Resolution is passed at the Rio2 Meeting, in each case, in the manner required, Atacama and Rio2 intend to make an application to the Court for the Final Order.

The application for the Final Order approving the Arrangement is currently scheduled for July 23, 2018 at 10:00 a.m. (Toronto time), or as soon thereafter as counsel may be heard, before the Court at 330 University Avenue, Toronto, Ontario. Any Atacama Shareholder, any Rio2 Shareholder or any other interested party who wishes to appear or be represented and to present evidence or arguments at the hearing of the application for the Final Order may do so in accordance with the provisions of the Interim Order, subject to other direction of the Court.

Pursuant to the Interim Order, each such party shall serve upon Atacama, in the case of persons with interests in Atacama, or Rio2, in the case of persons with interests in Rio2, a notice of appearance, together with any evidence or materials that such party intends to present to the Court, all in accordance with the Ontario Rules of Civil Procedures, and shall file such materials with the Court in accordance with the applicable rules of civil procedure not later than two days before the hearing of the application for the Final Order, all as set out in the Interim Order and the Notice of Application, the text of which are set out in Appendix "I" to this Circular, and satisfy any other requirements of the Court. In the case of persons with interests in Atacama, service of such notice shall be effected by service upon the solicitors for Atacama: Stikeman Elliott LLP located at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, M5L 1B9, Attention: Quentin Markin, Telephone: (416) 869-5500 and Facsimile: (416) 947-0866; or, In the case of persons with interests in Rio2, service upon the solicitors for Rio2: of DLA Piper (Canada) LLP located at Suite 6000, 100 King St W, Toronto, Ontario M5X 1E2, Attention: Daniel Kenney; Telephone: (416) 365-2400 and Facsimile: (416) 365 7886. Such persons should consult with their legal advisors as to the necessary requirements. In the event that the hearing is adjourned then, subject to further order of the Court, only those persons having previously filed and served a notice of appearance will be given notice of the adjournment.

The Court has broad discretion under the OBCA when making orders with respect to the Arrangement and the Court will consider, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement, either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments, Atacama or Rio2, acting reasonably, may determine not to proceed with the Arrangement.

The Court's approval is required for the Arrangement to become effective and the Court will be advised at the hearing of the application for the Final Order that if the terms and conditions of the Arrangement, and the fairness thereof, are approved by the Court, the Final Order will also constitute the basis for an exemption from registration under the U.S. Securities Act for the Amalco Shares to be issued under the Arrangement (other than Amalco Shares that will be issued to holders of Rio2 Subscription Receipts who acquire Rio2 Shares that are exchanged for Amalco Shares under the Arrangement) pursuant to Section 3(a)(10) of the U.S. Securities Act. See "*The Arrangement – Securities Law Matters – United States Securities Laws Matters*" below.

For further information regarding the Court hearing and the rights of Atacama Shareholders and Rio2 Shareholders in connection with the Court hearing, see the form of Notice of Application attached at Appendix "I"

to this Circular. The Notice of Application constitutes notice of the Court hearing of the application for the Final Order and is the only notice of the Court hearing to be provided to Atacama Shareholders and Rio2 Shareholders. If the hearing is adjourned, then, subject to further order of the Court, only those persons having previously filed and served a response to petition will be given notice of the adjournment.

Securities Law Matters

Stock Exchange Listings and Approvals

It is a condition of closing that Rio2 will have obtained approval of the TSXV for the listing of the Amalco Shares to be issued pursuant to the Arrangement, subject only to the customary listing conditions of the TSXV. Rio2 has applied for and received conditional approval to list the Amalco Shares on the TSXV under the amalgamated entity's name "Rio2 Limited" and the symbol "RIO". The Atacama Shares and Rio2 Shares will be delisted from the TSXV following the completion of the Arrangement (delisting is anticipated to be effective two or three Business Days following the Effective Date).

Canadian Securities Laws Matters

The Amalco Shares to be issued under the Arrangement to Atacama Shareholders and Rio2 Shareholders will be issued in reliance on exemptions from prospectus requirements of applicable Canadian Securities Laws and, following completion of the Arrangement, the Amalco Shares issued pursuant to the Arrangement may be resold in each province and territory of Canada, provided that: (i) Amalco (or its predecessors) is a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade; (ii) the trade is not a "control distribution" as defined in National Instrument 45-102 – *Resale of Securities*; (iii) no unusual effort is made to prepare the market or create a demand for those securities; (iv) no extraordinary commission or consideration is paid in respect of that trade; and (v) if the selling security holder is an "insider" or "officer" (as such terms are defined by applicable Canadian Securities Laws) of Amalco, the insider or officer has no reasonable grounds to believe that Amalco is in default of applicable Canadian Securities Laws.

Atacama is a reporting issuer or the equivalent in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland. Rio2 is a reporting issuer in the Provinces of British Columbia and Alberta. As a result of the Arrangement, Amalco will become a reporting issuer in or the equivalent in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland.

Multilateral Instrument 61-101

MI 61-101 governs transactions that raise the potential for conflicts of interest, including related-party transactions and business combinations. The Arrangement does not constitute an issuer bid, an insider bid or a related-party transaction for the purposes of MI 61-101.

MI 61-101 as Applicable to Atacama

The Arrangement is considered to be a business combination for Atacama under MI 61-101, and as a result "minority approval" of Atacama Shareholders is required unless certain exceptions set out in MI 61-101 can be met. No exception to minority approval is available where a "related party" of Atacama (which includes the directors and senior officers of Atacama) is entitled to receive a "collateral benefit" as a consequence of the Arrangement. Minority approval is obtained if a majority of the votes attached to the Atacama Shares held by Atacama Shareholders present in person or by proxy at the Atacama Meeting, excluding votes attached to Atacama Shares held by Rio2 and any other person described in items (a) through (d) of section 8.1(2) of MI 61-101, are voted in favour of the Arrangement ("**Atacama Majority of the Minority Approval**").

In relation to the Arrangement, and for purposes of the Atacama Majority of the Minority Approval, the "minority" securityholders are all Atacama Shareholders other than: (i) Atacama, (ii) any interested party to the Arrangement within the meaning of MI 61-101, (iii) any related party to such interested party within the meaning of MI 61-101 (subject to the exceptions set out therein), and (iv) any person that is a joint actor with a person referred to in the foregoing clauses (ii) or (iii) for the purposes of MI 61-101. In the context of the Arrangement, an "interested party" is any related party of Atacama entitled to receive, directly or indirectly, as a consequence of the Arrangement, a collateral benefit.

A "collateral benefit" includes any benefit that a related party of Atacama is entitled to receive, directly or indirectly as a result of the Arrangement, including a lump sum payment or an enhancement in benefits related to past or future services as an employee, director or consultant of Atacama as well as a payment for surrendering securities, regardless of whether such payment is provided or agreed to by Atacama or Rio2; however, it does not

include, among other things, such benefits that are (i) received solely in connection with the related party's service as an employee, (ii) not conferred for the purpose of increasing the value of the consideration paid to the related parties for the relinquishment of their securities, (iii) not conditional on the related party supporting the transaction, and (iv) the full particulars of the benefit are disclosed, and (A) at the time the Arrangement is agreed to, the related party and its associated entities beneficially own or exercise control or direction over less than one percent (1%) of the outstanding securities of each class of equity securities (the "**1% Exception**"); or (B) an independent committee of Atacama determines that the value of the benefit to be received by the related party is less than five percent (5%) of the amount of consideration that it expects to be entitled to receive under the terms of Arrangement in exchange for equity securities owned by the party (the "**5% Exception**").

For the purposes of MI 61-101, Carl Hansen, President, Chief Executive Officer and a director of Atacama, is a related party of Atacama entitled to receive a collateral benefit as a result of the change of control provisions in his employment agreement with Atacama. Carl Hansen is entitled to a change of control payment of $750,000 ($62,500 of which he has irrevocably waived) following completion of the Arrangement and to continue participating in Atacama's benefits plan for 12 months thereafter. In addition, all of Carl Hansen's unvested Atacama Options will vest and become exercisable on completion of the Arrangement and he will be entitled to exercise all Atacama Options previously granted to him until the earlier of two years following completion of the Arrangement and the expiry date of the applicable Atacama Option. Given that Carl Hansen (i) holds more than one percent (1%) of the outstanding Atacama Shares and (ii) the collateral benefit he is entitled to receive is greater than five percent (5%) of the amount of consideration that he is entitled to receive pursuant to the Arrangement in exchange for the equity securities owned by him, Carl Hansen is considered to be an "interested party". Accordingly, Atacama Majority of the Minority Approval is required and the votes attaching to the 1,579,633 Atacama Shares held by Carl Hansen will be excluded from the minority approval vote, as required under MI 61-101.

For the purposes of MI 61-101, Albrecht Schneider, Executive Chairman and director of Atacama, is a related party of Atacama entitled to receive a collateral benefit as a result of the change of control provisions in his employment agreement with Atacama. Albrecht Schneider is entitled to a change of control payment of $750,000 ($62,500 of which he has irrevocably waived) following completion of the Arrangement and to continue participating in Atacama's benefits plan for 12 months thereafter. In addition, all of Albrecht Schneider's unvested Atacama Options will vest and become exercisable on completion of the Arrangement and he will be entitled to exercise all Atacama Options previously granted to him until the earlier of two years following completion of the Arrangement and the expiry date of the applicable Atacama Option. Given that Albrecht Schneider (i) holds more than one percent (1%) of the outstanding Atacama Shares; (ii) Albrecht Schneider disclosed to the Atacama Special Committee the amount of consideration that he expects he will be beneficially entitled to receive under the terms of the Arrangement in exchange for the 17,465,685 Atacama Shares beneficially owned by him, and (iii) the Atacama Special Committee, acting in good faith, determined the value of benefit he is entitled to receive as a consequence of the Arrangement, net of any offsetting costs to Albrecht Schneider, to be less than five percent (5%) of the amount of consideration that Albrecht Schneider expects to receive pursuant to the Arrangement in exchange for the equity securities owned by him (as disclosed to the Atacama Special Committee), Albrecht Schneider is not considered to be an "interested party". Accordingly, the votes attaching to the 17,465,685 Atacama Shares held by Albrecht Schneider will not be excluded from the minority approval vote under MI 61-101.

For the purposes of MI 61-101, Thomas Pladsen, Chief Financial Officer and Secretary of Atacama, is also a related party as defined by MI 61-101. However, Thomas Pladsen holds or exercises control over less than 1% of the Atacama Shares, and as such, meets the 1% Exception. Accordingly, any change of control payments to which Thomas Pladsen is entitled do not constitute a collateral benefit under MI 61-101 and he will be entitled to participate in the minority approval vote.

MI 61-101 as Applicable to Rio2

The Arrangement is not considered to be a business combination for Rio2 under MI 61-101.

United States Securities Laws Matters

The following discussion is only a general overview of certain requirements of U.S. securities laws that may be applicable to Rio2 Shareholders and Atacama Shareholders. All Rio2 Shareholders and Atacama Shareholders are urged to obtain legal advice to ensure that their resales of the Amalco Shares they receive in the Arrangement comply with applicable U.S. securities laws. Further information applicable to the holders of Rio2 Shares and Atacama Shares resident in the United States is disclosed in this Circular under the heading *"Notice to United States Shareholders"*.

The following discussion does not address the Canadian Securities Laws that will apply to the issuance of the Amalco Shares in the Arrangement or the resale of the Amalco Shares within Canada by Rio2 Shareholders or Atacama Shareholders in the United States. Rio2 Shareholders and Atacama Shareholders in the United States reselling Amalco Shares in Canada must comply with applicable Canadian Securities Laws, as indicated elsewhere in this Circular.

Exemption from the Registration Requirements of the U.S. Securities Act

The offer and sale of Amalco Shares to be issued to Rio2 Shareholders and Atacama Shareholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and, other than those Amalco Shares issued to holders of Rio2 Subscription Receipts, such offers and sales will be issued in reliance upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act and applicable exemptions provided under the Securities Laws of each state of the United States in which Rio2 Shareholders and Atacama Shareholders reside. Section 3(a)(10) of the U.S. Securities Act exempts certain transactions in securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered. Accordingly, the Final Order will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the offer and sale pursuant to the Arrangement of the Amalco Shares to Atacama Shareholders and to Rio2 Shareholders, other than those Amalco Shares being issued to holders of Rio2 Subscription Receipts.

Resales of Amalco Shares After the Effective Date

Except for U.S. Holders of Rio2 Subscription Receipts, who will receive Amalco Shares that will be unregistered "restricted securities" under Rule 144 under the U.S. Securities Act that can only be offered, sold or transferred pursuant to an exemption from registration under the U.S. Securities Act, the Amalco Shares issued pursuant to the Arrangement will be freely transferable under U.S. federal securities laws by the Rio2 Shareholders and Atacama Shareholders who receive them pursuant to the Arrangement, except by any such persons who are "affiliates" of Amalco, or were "affiliates" (as defined in Rule 144 under the U.S. Securities Act) of Amalco within 90 days immediately prior to their resales of such Amalco Shares. Persons who may be deemed to be "affiliates'" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer, as well as certain significant shareholders of the issuer.

Any affiliate (or, as applicable, former affiliate) of Amalco will hold Amalco Shares that will be "control securities" under Rule 144 under the U.S. Securities Act that can only be offered, sold or transferred if registered under the U.S. Securities Act, pursuant to an exemption from such registration or otherwise in transactions not requiring registration. Subject to certain limitations, an affiliate (or, as applicable, former affiliate) of Amalco may resell such Amalco Shares outside the United States without registration under the U.S. Securities Act pursuant to Regulation S under the U.S. Securities Act. In addition, an affiliate (or, as applicable, former affiliate) of Amalco may also resell such Amalco Shares pursuant to, and in accordance with the applicable requirements and limitations of Rule 144, if available.

Dissent Rights in respect of the Arrangement

The Interim Order provides registered Atacama Shareholders with Dissent Rights with respect to the Atacama Arrangement Resolution (provided such registered Atacama Shareholders have not exercised dissent rights in respect of the Atacama Continuance) and registered Rio2 Shareholders with Dissent Rights with respect to the Rio2 Arrangement Resolution, in each case pursuant to Section 185 of the OBCA, with modifications to the provisions of Section 185 as provided in the Interim Order and Article 4 of the Plan of Arrangement. See Appendix "A" for the full text of the Plan of Arrangement, Appendix "I" for the full text of the Interim Order and Appendix "J" for the full text of Section 185 of the OBCA. In addition to Dissent Rights under the OBCA with respect to the Atacama Arrangement Resolution, Atacama Shareholders also have dissent rights with respect to the Atacama Continuance pursuant to Section 190 of the CBCA. See "*The Atacama Continuance – Dissent Rights in respect of the Atacama Continuance*".

A registered Atacama Shareholder who wishes to dissent in respect of the Arrangement must provide a dissent notice to Atacama at 25 Adelaide Street East, Suite 1900, Toronto, Ontario, M5C 3A1 by 5:00 p.m. (Toronto time) on July 12, 2018, or, in the event of any adjournment or postponement of the Atacama Meeting, by 5:00 p.m. (Toronto time) on the Business Day that is two Business Days immediately preceding the date to which the Atacama Meeting has been adjourned or postponed. The Plan of Arrangement, the Interim Order and the OBCA require strict adherence to the procedures established therein and failure to act in accordance therewith may result in the loss of all Dissent Rights in respect of the Arrangement. Accordingly, each Atacama Shareholder who might desire to exercise the Dissent Rights in respect of the Arrangement should carefully consider and comply with the provisions of the OBCA, the Plan of Arrangement and Interim Order and consult with their legal advisors.

A registered Rio2 Shareholder who wishes to dissent in respect of the Arrangement must provide a dissent notice to Rio2 c/o DLA Piper (Canada) LLP located at Suite 6000, 100 King St W, Toronto, Ontario M5X 1E2, Attention: Daniel Kenney, by 5:00 p.m. (Toronto time) on July 12, 2018, or, in the event of any adjournment or postponement of the Rio2 Meeting, by 5:00 p.m. (Toronto time) on the Business Day that is two Business Days immediately preceding the date to which the Rio2 Meeting has been adjourned or postponed. The Plan of Arrangement, the Interim Order and the OBCA require strict adherence to the procedures established therein and failure to act in accordance therewith may result in the loss of all Dissent Rights in respect of the Arrangement. Accordingly, each Rio2 Shareholder who might desire to exercise the Dissent Rights in respect of the Arrangement should carefully consider and comply with the provisions of the OBCA, the Plan of Arrangement and Interim Order and consult with their legal advisors.

Atacama may elect not to proceed with the Arrangement if Rio2 Shareholders representing greater than 5% of the Rio2 Shares then outstanding have exercised or instituted proceedings to exercise Dissent Rights in respect of the Arrangement.

Rio2 may elect not to proceed with the Arrangement if Atacama Shareholders representing greater than 5% of the Atacama Shares then outstanding have exercised or instituted proceedings to exercise Dissent Rights in respect of the Arrangement.

Any Atacama Dissenting Shareholder will, at the time of the step set out in Section 3.1(B) of the Plan of Arrangement, cease to have any rights as a holder of Atacama Shares and shall only be entitled to be paid the fair value of Atacama Shares held by such Atacama Dissenting Shareholder, determined as of the close of business on the day before the Atacama Arrangement Resolution is approved by the Atacama Shareholders at the Atacama Meeting. Atacama Shares held by an Atacama Dissenting Shareholder shall, in accordance with the Plan of Arrangement, be deemed to be cancelled and shall be deemed to no longer be issued and outstanding as of the Effective Time.

Any Rio2 Dissenting Shareholder will, at the time of the step set out in Section 3.1(C) of the Plan of Arrangement, cease to have any rights as a holder of Rio2 Shares and shall only be entitled to be paid the fair value of Rio2 Shares held by such Rio2 Dissenting Shareholder, determined as of the close of business on the day before the Rio2 Arrangement Resolution is approved by the Rio2 Shareholders at the Rio2 Meeting. Rio2 Shares held by a Rio2 Dissenting Shareholder shall, in accordance with the Plan of Arrangement, be deemed to be cancelled and shall be deemed to no longer be issued and outstanding as of the Effective Time.

Persons who beneficially hold either Atacama Shares or Rio2 Shares (each, a "**Beneficial Shareholder**") who wish to dissent should be aware that only the registered holders of the Atacama Shares or Rio2 Shares are entitled to dissent. Accordingly, a Beneficial Shareholder desiring to exercise Dissent Rights must make arrangements for the registered holder of their Atacama Shares or Rio2 Shares to dissent on his or her behalf. See "*General Information Regarding the Atacama Meeting –Voting By Non-Registered Holders*".

In no circumstances shall Atacama or Rio2 or any other person be required to recognize a person exercising Dissent Rights unless such person is the registered holder of Atacama Shares or Rio2 Shares in respect of which such rights are sought to be exercised. Atacama Shareholders who validly exercise (and do not withdraw) dissent rights in respect of the Atacama Continuance or who vote (or instruct such shareholder's proxyholder to vote) their Atacama Shares in favour of the Atacama Arrangement Resolution are not entitled to exercise Dissent Rights in respect of such Atacama Shares in connection with the Arrangement. For greater certainty, in no case shall Atacama or Rio2 or any other person be required to recognize a dissenting shareholder as a holder of Atacama Shares or Rio2 Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 3.1(B) and 3.1(C), as the case may be, of the Plan of Arrangement. In addition to any other restrictions in Section 185 of the OBCA, no person who has voted in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement. Atacama Shareholders who validly exercise (and do not withdraw) dissent rights in respect of the Atacama Continuance or who vote (or instruct such shareholder's proxyholder to

vote) their Atacama Shares in favour of the Atacama Arrangement Resolution are not entitled to exercise Dissent Rights in respect of such Atacama Shares in connection with the Arrangement.

An Atacama Dissenting Shareholder with respect to the Arrangement who for any reason is not entitled to be paid the fair value of the holder's Atacama Shares shall be treated as if the Atacama Dissenting Shareholder had participated in the Arrangement on the same basis as a non-Atacama Dissenting Shareholder notwithstanding the provisions of Section 185 of the OBCA.

A Rio2 Dissenting Shareholder who for any reason is not entitled to be paid the fair value of the holder's Rio2 Shares shall be treated as if the Rio2 Dissenting Shareholder had participated in the Arrangement on the same basis as a non-Rio2 Dissenting Shareholder notwithstanding the provisions of Section 185 of the OBCA.

The foregoing is only a summary of the dissenting shareholder provisions of the OBCA (as modified by the Interim Order and Article 4 of the Plan of Arrangement), which are technical and complex. It is recommended that any registered Atacama Shareholder or Rio2 Shareholder wishing to avail himself, herself or itself of their Dissent Rights in respect of the Arrangement under those provisions seek legal advice, as failure to comply strictly with the provisions of the OBCA (as modified by the Interim Order and Article 4 of the Plan of Arrangement) may prejudice their Dissent Rights in respect of the Arrangement.

Fees, Costs and Expenses

Except as disclosed in this Circular under the headings "*The Arrangement – The Arrangement Agreement – Covenants – Covenants of Rio2 – Covenants Relating to the Arrangement*" and "*The Arrangement – The Arrangement Agreement – Termination – Termination Expense Reimbursement*", all expenses incurred in connection with the Arrangement and the transactions contemplated by the Arrangement Agreement will be paid by the party incurring those expenses, whether or not the Arrangement it consummated.

Atacama estimates that it will incur fees and related expenses in the aggregate amount of approximately $2.8 million if the Arrangement is completed including, without limitation, financial advisors' fees, legal and accounting fees, filing fees and the costs of preparing, printing and mailing this Circular.

Rio2 estimates that it will incur fees and related expenses in the aggregate amount of approximately $1.5 million if the Arrangement is completed including, without limitation, financial advisors' fees, legal fees, filing fees and the costs of preparing, printing and mailing this Circular.

See also "*The Arrangement – The Arrangement Agreement – Termination*".

Procedure for Exchange of Atacama Shares and Rio2 Shares

Letters of Transmittal

An Atacama Letter of Transmittal is being mailed, together with this Circular, to each person who was a registered Atacama Shareholder on the Atacama Record Date. A Rio2 Letter of Transmittal is being mailed, together with this Circular, to each person who was a registered Rio2 Shareholder on the Rio2 Record Date. Each person who is a registered Atacama Shareholder or a registered Rio2 Shareholder immediately prior to the Effective Time must forward a properly completed and signed Letter of Transmittal, along with the accompanying Atacama Share certificate(s) or Rio2 Share certificate(s), as and if applicable, and such other documents as are required in accordance with the Plan of Arrangement, to the Depositary in order to receive the Amalco Shares to which such Atacama Shareholder or Rio2 Shareholder is entitled under the Arrangement.

It is recommended that registered Atacama Shareholders and Rio2 Shareholders complete, sign and return the applicable Letter of Transmittal, along with the accompanying Atacama Share certificate(s) or Rio2 Share certificate(s), as and if applicable, to the Depositary as soon as possible.

Atacama and Rio2 reserve the right to waive or not to waive any and all errors or other deficiencies in any Letter of Transmittal or other document, and any such waiver or non-waiver will be binding upon the affected Atacama Shareholder or Rio2 Shareholder, as the case may be. The granting of a waiver to one or more Atacama Shareholder or Rio2 Shareholder does not constitute a waiver for any other shareholder, and Atacama and Rio2 reserve the right to demand strict compliance with the terms of the applicable Letter of Transmittal.

Any use of the mail to transmit a share certificate and a related letter of transmittal is at the risk of the shareholder. It is recommended that the necessary documentation be hand delivered to the Depositary and a receipt obtained therefor. If these documents are mailed, it is recommended that registered mail, with return receipt requested, properly insured, be used.

The Atacama Letter of Transmittal is for use by registered Atacama Shareholders only and is not to be used by non-registered Atacama Shareholders. The Rio2 Letter of Transmittal is for use by registered Rio2 Shareholders only and is not to be used by non-registered Rio2 Shareholders. The exchange of Atacama Shares and Rio2 Shares for Amalco Shares, in respect of non-registered Atacama Shareholders and non-registered Rio2 Shareholders, is expected to be made with the non-registered shareholders' intermediary (bank, trust company, securities broker or other nominee) account through the procedures in place for such purposes between CDS & Co. and such nominee. Non-registered Atacama Shareholders and non-registered Rio2 Shareholders should contact their nominee if they have any questions regarding this process and to arrange for their intermediary to complete the necessary steps to ensure that they receive the Amalco Shares which they are entitled under the Plan of Arrangement.

Exchange Procedure

In order to receive the consideration that a registered Atacama Shareholder or Rio2 Shareholder is entitled to receive if the Atacama Continuance Resolution, the Atacama Arrangement Resolution and the Rio2 Arrangement Resolution are passed and the Arrangement is completed, a registered Atacama Shareholder or Rio2 Shareholder must complete, sign and return the enclosed Letter of Transmittal in accordance with the instructions set out therein and in this Circular. Additional copies of the Letter of Transmittal may be obtained by contacting the Depositary.

Provided that a registered Atacama Shareholder or Rio2 Shareholder has delivered and surrendered to the Depositary a certificate that immediately prior to the Effective Time represented outstanding Rio2 Shares or Atacama Shares that were exchanged under the Plan of Arrangement, together with a duly completed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require and such other documents and instruments as would have been required to effect such transfer under the OBCA, the STA and the articles of Rio2 or Atacama, as the case may be, as soon as practicable following the Effective Time, the Former Shareholder will be entitled to receive in exchange therefor, and the Depositary shall as deliver to such Former Shareholder or make available for pick-up, a certificate representing the Amalco Shares to which such Former Shareholder is entitled under the Plan of Arrangement, less any amounts withheld pursuant to the terms thereof. Notwithstanding the foregoing, holders of Rio2 Subscription Receipts who acquire Rio2 Shares pursuant to Section 3.1(A) of the Plan of Arrangement shall not receive certificates representing such Rio2 Shares and, accordingly, shall not be required to deliver any such certificates.

After the Effective Time and until surrendered for cancellation in accordance with the Plan of Arrangement, each certificate that immediately prior to the Effective Time represented Atacama Shares or Rio2 Shares will be deemed to represent only the right to receive from the Depositary upon such surrender the Amalco Shares that the holder of such certificate is entitled to receive in accordance with the terms of the Plan of Arrangement, less any amounts withheld pursuant to the terms thereof.

Amalco will cause the Depositary, as soon as a Former Shareholder becomes entitled to the consideration in accordance with the terms of the Plan of Arrangement, to forward or cause to be forwarded by first class mail (postage paid) to such Former Shareholder at the address specified in such Former Shareholder's Letter of Transmittal, or if requested by the Former Shareholder in the Letter of Transmittal make available at the offices of the Depositary specified in the Letter of Transmittal for pick up by such Former Shareholder; or, if such Former Shareholder's Letter of Transmittal neither specifies an address for the certificate to be forwarded nor a request for the certificate to be made available for pick up, to forward or cause to be forwarded by first class mail (postage paid) to such Former Shareholder at the address of such Former Shareholder as shown on the applicable securities register of Rio2 or Atacama immediately prior to the Effective Time.

No holder of Rio2 Shares, Rio2 Subscription Receipts or Atacama Shares shall be entitled to receive any consideration or entitlement with respect to such securities other than any consideration or entitlement to which such holder is entitled to receive in accordance with Sections 3.1 and 5.1 and the other terms of the Plan of Arrangement and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends.

Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented any outstanding Atacama Shares or Rio2 Shares that were exchanged pursuant to the Plan of Arrangement has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Former Shareholder, the Depositary will deliver to such person or make available for pick up at its offices in exchange for such lost, stolen or destroyed certificate, the Amalco Shares to which the Former Shareholder is entitled to received pursuant to the Plan of Arrangement in accordance with such holder's Letter of Transmittal. When authorizing such delivery in relation to any lost,

stolen or destroyed certificate, the Former Shareholder will, as a condition precedent to the delivery of Amalco Shares, give a bond satisfactory to Amalco and the Depositary (acting reasonably) in such sum as Amalco may direct or otherwise indemnify Amalco in a manner satisfactory to Amalco against any claim that may be made against Amalco with respect to the certificate alleged to have been lost, stolen or destroyed.

Extinction of Rights

If any Former Shareholder fails to deliver to the Depositary the certificate(s), documents or instruments required to be delivered to the Depositary under the Plan of Arrangement on or before the sixth anniversary of the Effective Date, on the sixth anniversary of the Effective Date (i) such Former Shareholder will be deemed to have donated and forfeited to Amalco or its successor any Amalco Shares held by the Depositary in trust for such Former Shareholder to which such Former Shareholder is entitled, and (ii) any certificate representing Rio2 Shares or Atacama Shares formerly held by such Former Shareholder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to Amalco and will be cancelled. Neither Amalco nor any of its successors will be liable to any person in respect of any Amalco Shares that are forfeited to Amalco or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

Accordingly, any Former Shareholder who deposits with the Depositary any certificate(s) representing Atacama Shares or Rio2 Shares after the sixth anniversary of the Effective Date will not receive Amalco Shares or any other consideration in exchange therefor and will not own any interest in Amalco and will not be paid any compensation.

Fractional Interest

In no event shall any Former Shareholder be entitled to a fractional Amalco Share. Where the aggregate number of Amalco Shares to be issued to a Former Shareholder as consideration under or as a result of the Arrangement would result in a fraction of an Amalco Share being issuable, the number of Amalco Shares to be received by such Former Shareholder shall be rounded down to the nearest whole Amalco Share and no Former Shareholder will be entitled to any compensation in respect of a fractional Amalco Share.

Withholding Rights

Pursuant to the terms of the Plan of Arrangement, Atacama, Rio2, Amalco and the Depositary will be entitled to deduct and withhold from any consideration otherwise payable under the Plan of Arrangement (including any payment to Rio2 Dissenting Shareholders or Atacama Dissenting Shareholders) such amounts as Atacama, Rio2, Amalco or the Depositary are required to deduct and withhold with respect to such payment under the Tax Act, the Code and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax law as counsel may advise is required to be so deducted and withheld by Atacama, Rio2, Amalco or the Depositary, as the case may be. For the purposes hereof, all such withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Authority by or on behalf of Atacama, Rio2, Amalco or the Depositary, as the case may be.

Atacama, Rio2, Amalco and the Depositary will have the right to: (a) withhold and sell, on their own account or through a broker, and on behalf of any person in respect of which such deduction and withholding was made; or (b) require the person in respect of which such deduction and withholding was made to irrevocably direct the broker to pay the proceeds of such sale to Atacama, Rio2, Amalco or the Depositary as appropriate (and, in the absence of such irrevocable direction, such person shall be deemed to have provided such irrevocable direction), such number of Amalco Shares delivered or deliverable to such person pursuant to the Plan of Arrangement as is necessary to produce sale proceeds (after deducting commissions payable to the broker and other costs and expenses) sufficient to fund any withholding obligations in respect of such person.

Any such sale of Amalco Shares shall be affected on a public market and as soon as practicable following the Effective Date. None of Atacama, Rio2, Amalco, the Depositary or the broker will be liable for any loss arising out of any sale of such Amalco Shares, including any loss relating to the manner or timing of such sales, the prices at which the Amalco Shares are sold or otherwise.

Return of Shares

If the Arrangement is not completed:

(a) any deposited Atacama Shares will be returned to the depositing Atacama Shareholder at Atacama's expense, upon written notice to the Depositary from Atacama and Rio2, by returning the deposited Atacama Shares (and any other relevant documents) by first class mail in the name of and to the address

specified by the Atacama Shareholder in the applicable Atacama Letter of Transmittal or, if such name and address is not so specified, in such name and to such address as shown on the share register maintained by Atacama's Transfer Agent; and

(b) any deposited Rio2 Shares will be returned to the depositing Rio2 Shareholder at Rio2's expense, upon written notice to the Depositary from Rio2 and Atacama, by returning the deposited Rio2 Shares (and any other relevant documents) by first class mail in the name of and to the address specified by the Rio2 Shareholder in the applicable Rio2 Letter of Transmittal or, if such name and address is not so specified, in such name and to such address as shown on the share register maintained by Rio2's Transfer Agent.

Interests of Atacama Directors and Officers in the Arrangement

Other than as described in this section and above in the section "*Securities Laws Matters – Multilateral Instrument 61-101*", none of the principal holders of Atacama Shares or any director or officer of Atacama or any associate or affiliate of any of the foregoing persons, has or had any material interest in any transaction in the last three (3) years or any proposed transaction that materially affected, or will materially affect, Atacama, Amalco or any of their affiliates, except as disclosed above or elsewhere in this Circular (including the appendices hereto and the documents incorporated by reference herein and therein).

In considering the recommendations of the Atacama Special Committee and the Atacama Board with respect to the Arrangement, Atacama Shareholders should be aware that certain of Atacama's directors and officers have certain interests in connection with the Arrangement that may present them with actual or potential conflicts of interest in connection with the Arrangement.

Directors and Officers

Atacama's directors and executive officers beneficially own or exercise control or direction over, whether directly or indirectly, an aggregate of 19,272,318 Atacama Shares, representing approximately 22.6% of the issued and outstanding Atacama Shares on the Atacama Record Date. Such directors and executive officers also beneficially own or exercise control or direction over, whether directly or indirectly, an aggregate of 4,770,000 Atacama Options and 55,000 Atacama Warrants. All of the Atacama Shares held by the directors and executive officers will be treated in the same fashion under the Arrangement as the Atacama Shares held by every other Atacama Shareholder. The directors and executive officers of Atacama are as follows:

Name	Position	Atacama Shares	Atacama Options	Atacama Warrants
Albrecht Schneider	Executive Chairman and Director	17,465,685	1,750,000	55,000
Carl Hansen	President, Chief Executive Officer and Director	1,579,633	1,520,000	Nil
Thomas Pladsen	Chief Financial Officer and Secretary	227,000	1,325,000	Nil
Marcio Bastos Fonseca	Director	Nil	Nil	Nil
Robert Suttie	Director	Nil	175,000	Nil

Consistent with standard practice in similar transactions, in order to ensure that directors do not lose or forfeit their protection under liability insurance policies maintained by Atacama, the Arrangement Agreement provides for the maintenance of such protection for six (6) years.

Support Agreements

All of the directors and officers of Atacama have entered into Atacama Support Agreements pursuant to which they have agreed to support the Arrangement and vote their Atacama Shares that they own in favour of the Atacama Continuance Resolution, the Atacama Arrangement Resolution and the Atacama Amalco Incentive Plans Resolution. See "*The Arrangement – Support Agreements*".

Change of Control Payments

Under the terms of their employment, an aggregate amount of $2,050,000 will be paid to certain directors and executive officers of Atacama, as a result of the change in control of Atacama pursuant to the Arrangement, as follows:

Name	Position	Payment to be received upon change of control
Albrecht Schneider	Executive Chairman and Director	$687,500[(1)]
Carl Hansen	President, Chief Executive Officer and Director	$687,500[(1)]
Thomas Pladsen	Chief Financial Officer and Director	$675,000

Note:

(1) Amount of payment reflects the irrevocable waiver by each of Albrecht Schneider and Carl Hansen of $62,500 of the change of control payment to which they would otherwise be entitled.

Interests of Rio2 Directors and Officers in the Arrangement

Except as described below, management of Rio2 is not aware of any material interest direct or indirect, by way of beneficial ownership or otherwise, of any director or officer of Rio2 or anyone who has held office as such since the beginning of Rio2's last financial year or of any associate or affiliate of any of the foregoing in the Arrangement.

Rio2 Shares

As at the date hereof, the directors and officers of Rio2 and their associates beneficially owned, controlled or directed, directly or indirectly, an aggregate of 30,305,000 Rio2 Shares (excluding Rio2 Shares underlying unexercised Rio2 Share Awards and Rio2 Options), representing approximately 50.8% of the outstanding Rio2 Shares.

All of the Rio2 Shares held by such directors and officers of Rio2 and their associates will be treated in the same fashion under the Arrangement as Rio2 Shares held by any other Rio2 Shareholder. If the Arrangement is completed, the directors and executive officers of Rio2 and their associates will receive in exchange for such Rio2 Shares an aggregate of approximately 20,204,344 Amalco Shares.

The Rio2 Shares held by each individual director and officer are set out in the table below under "*Summary of Interests of Rio2 Directors and Officers in the Arrangement*".

Rio2 Options and Rio2 Share Awards

As at the date hereof, the directors and executive officers of Rio2 held an aggregate of 4,200,000 Rio2 Options and 730,000 Rio2 Share Awards.

The Rio2 Options and Rio2 Share Awards held by each individual director and executive officer are set out in the table below under "*Summary of Interests of Directors and Officers in the Arrangement*".

The Rio2 Board has determined that the Arrangement will not be a "change of control" for the purposes of each of the Rio2 Share Incentive Plan and the Rio2 Stock Option Plan and as such there will be no accelerated vesting of the outstanding Rio2 Options and Rio2 Share Awards as a result of the Arrangement.

See "*The Arrangement –Treatment of Atacama Options, Rio2 Options and Rio2 Share Awards*".

Severance Payments

There are no severance obligations owing to the directors and officers of Rio2 in connection with the Arrangement.

Support Agreements

All of the directors and officers of Rio2 have entered into Rio2 Support Agreements pursuant to which they have agreed to support the Arrangement and vote their Rio2 Shares which they own in favour of the Rio2 Arrangement Resolution and the Rio2 Amalco Incentive Plans Resolution. See "*The Arrangement – Support Agreements*".

Summary of Interests of Rio2 Directors and Officers in the Arrangement

The interests of the directors and officers of Rio2 at the time the Arrangement was agreed to are summarized in the following table. The Rio2 Board was aware of these interests and considered them, among other matters, when recommending approval of the Arrangement by Rio2 Shareholders.

Name and Position	Rio2 Shares	Amalco Shares issuable pursuant to the Arrangement in exchange for Rio2 Shares	Rio2 Options	Amalco Shares issuable upon exercise of Rio2 Options following completion of the Arrangement	Rio2 Share Awards	Amalco Shares issuable upon vesting of Rio2 Share Awards[(1)] following completion of the Arrangement	Severance Payment
Alex Black President, Chief Executive Officer, Director	21,621,000	14,414,721	0	0	0	0[(1)]	$0
Klaus Zeitler Chairman and Director	1,787,000	1,191,393	350,000	233,345	30,000	20,001[(1)]	$0
Ram Ramachandran Director	100,000	66,670	350,000	233,345	0	0[(1)]	$0
Sidney Robinson Director	200,000	133,340	350,000	233,345	0	0[(1)]	$0
David Thomas Director	1,300,000	866,710	350,000	233,345	0	0[(1)]	$0
Daniel Kenney Director	1,310,000	873,377	350,0000	233,345	50,000	33,335[(1)]	$0
Timothy Williams Executive Vice President, Chief Operating Officer	1,787,000	1,191,393	350,000	233,345	100,000	66,670[(1)]	$0
Jose Luis Martinez Executive Vice President, Chief Strategy Officer	600,000	400,020	700,000	466,690	150,000	100,005[(1)]	$0
Kathryn Johnson Executive Vice President, Chief Operating Officer, Corporate Secretary	0	0	350,000	233,345	100,000	66,670[(1)]	$0
Ian Dreyer Senior Vice President Geology	1,600,000	1,066,720	350,000	233,345	100,000	66,670[(1)]	$0
Alejandra Gomez Senior Vice President Corporate Communications	1,009	671	350,000	233,345	100,000	66,670[(1)]	$0
Andrew Cox Senior Vice President Operations	0	0	350,000	233,345	100,000	66,670[(1)]	$0
Totals	30,306,009	20,205,015	4,200,000	2,800,140	730,000	486,691[(1)]	$0

Note:

(1) Assumes all performance-based Rio2 Share Awards have a payout multiplier of one.

The Arrangement Agreement

The following is a summary of the material terms of the Arrangement Agreement and is subject to, and qualified in its entirety by, the full text of the Arrangement Agreement which is incorporated herein by reference. Atacama Shareholders and Rio2 Shareholders are urged to read the Arrangement Agreement in its entirety. The Arrangement Agreement, which is incorporated by reference into this Circular, was filed by Atacama and Rio2 with the Canadian securities regulatory authorities on May 15, 2018, and is available under the profiles of Atacama and Rio2 on SEDAR at www.sedar.com. See section entitled "*Documents Incorporated by Reference*" in each of Appendix "P" and Appendix "N".

General

At the Effective Time, upon the terms and subject to the conditions of the Arrangement Agreement and in accordance with the Arrangement, among other things, Atacama and Rio2 will amalgamate and continue as Amalco. Amalco will operate under the name "Rio2 Limited". The Arrangement Agreement and Plan of Arrangement provide that each outstanding Atacama Shareholder (other than Atacama Shares held by Rio2 or Atacama Dissenting Shareholders) will be exchanged for 0.6601 of an Amalco Share and each outstanding Rio2 Share (other than Rio2 Shares held by Atacama or Rio2 Dissenting Shareholders) will be exchanged for 0.6667 of an Amalco Share. Any Atacama Shares held by Rio2 and any Rio2 Shares held by Atacama will be cancelled.

The Plan of Arrangement, which is deemed to be part of the Arrangement Agreement, provides that at the Effective Time, a series of events, described above under the heading "*The Arrangement — Steps of the Arrangement*", shall occur and be deemed to occur sequentially without any further authorization, act or formality of or by Rio2, Atacama or any other person, thereby giving effect to the transactions contemplated by the Arrangement Agreement.

Representations and Warranties

The Arrangement Agreement contains representations and warranties made by Atacama to Rio2 and representations and warranties made by Rio2 to Atacama.

The representations and warranties made by Atacama to Rio2 and the representations and warranties made by Rio2 to Atacama in the Arrangement Agreement were made solely for purposes of the Arrangement Agreement and may be subject to important qualifications, limitations and exceptions agreed to by the parties in connection with negotiating its terms. Some of the representations and warranties are subject to a contractual standard of materiality different from that generally applicable to public disclosure to securityholders, or are used for the purpose of allocating risk between the parties to the Arrangement Agreement. For the foregoing reasons, you should not rely on the representations and warranties contained in the Arrangement Agreement as statements of factual information at the time they were made or otherwise.

The representations and warranties provided by Atacama in favour of Rio2 relate to, among other things: (a) the due incorporation, existence of Atacama and its power, authority and qualification to carry on business; (b) ownership of Atacama's subsidiaries and their due incorporation, existence and power, authority and qualification to carry on business; (c) Atacama's corporate authority relative to the Arrangement Agreement; (d) the consents and approvals required on the part of Atacama in connection with the Arrangement Agreement; (e) the Arrangement Agreement not conflicting with or violating Atacama's constating documents or applicable Laws, or triggering certain other rights under other agreements or authorizations; (f) the absence of agreements and rights to purchase the assets of Atacama or its subsidiaries and the absence of active areas of mutual interest provisions; (g) the capitalization of Atacama; (h) Atacama's reporting issuer status and certain Securities Laws matters; (i) Atacama's financial statements; (j) the absence of undisclosed liabilities; (k) the absence of disagreements with auditors; (l) the absence of certain changes since March 31, 2017; (m) compliance with Laws; (n) the permits and authorizations held by Atacama and its subsidiaries; (o) the absence of litigation and other proceedings; (p) the absence of insolvency and similar proceedings in respect of Atacama and its subsidiaries; (q) the payment and performance by Atacama and its subsidiaries of certain obligations; (r) the interests of Atacama and its subsidiaries in real property; (s) the mineral concessions, claims, leases, licenses, permits and other mineral rights held by Atacama and its subsidiaries; (t) aboriginal affairs; (u) the absence of expropriation proceedings; (v) the mineral reserves and resources of Atacama; (w) compliance with NI 43-101; (x) the absence of disputes with non-governmental organizations and community groups; (y) tax matters; (z) material contracts; (aa) the absence of voting agreements affecting Atacama and its subsidiaries; (bb) the absence of shareholder rights plans and similar arrangements in relation to Atacama and its subsidiaries; (cc) employment matters; (dd) compliance with employment related laws; (ee) employee benefit plans; (ff) environmental matters; (gg) insurance; (hh) the books and records of Atacama and its subsidiaries; (ii) the absence of undisclosed non-arm's length transactions; (jj) financial advisors and brokers; (kk) the receipt of the Atacama Fairness Opinion; (ll) the

Atacama Board's approval of the Arrangement and the recommendations of the Atacama Special Committee; (mm) the diligence information made available to Rio2; (nn) the waiver of standstills applicable to Rio2; (oo) United States legal matters; (pp) non-waiver of standstill and confidentiality agreements; (qq) *Competition Act* (R.S.C. 1985, c. C-34) matters; (rr) the absence of undisclosed collateral benefits; and (ss) full disclosure.

The representations and warranties of Rio2 in the Arrangement Agreement relate to matters that include, among other things: (a) the due incorporation, existence of Rio2 and its power, authority and qualification to carry on business; (b) ownership of Rio2's subsidiaries and their due incorporation, existence and power, authority and qualification to carry on business; (c) Rio2's corporate authority relative to the Arrangement Agreement; (d) the consents and approvals required on the part of Rio2 in connection with the Arrangement Agreement; (e) the Arrangement Agreement not conflicting with or violating Rio2's constating documents or applicable Laws, or triggering certain other rights under other agreements or authorizations; (f) the absence of agreements and rights to purchase the assets of Rio2 or its subsidiaries and the absence of active areas of mutual interest provisions; (g) the capitalization of Rio2; (h) Rio2's reporting issuer status and certain Securities Laws matter; (i) Rio2's financial statements; (j) the absence of undisclosed liabilities; (k) the absence of disagreements with auditors; (l) the absence of certain changes since December 31, 2017; (m) compliance with Laws; (n) the permits and authorizations held by Rio2 and its subsidiaries; (o) the absence of litigation and other proceedings; (p) the absence of insolvency and similar proceedings in respect of Rio2 and its subsidiaries; (q) the payment and performance by Rio2 and its subsidiaries of certain obligations; (r) the interests of Rio2 and its subsidiaries in real property; (s) the mineral concessions, claims, leases, licenses, permits and other mineral rights held by Rio2 and its subsidiaries; (t) aboriginal affairs; (u) the absence of expropriation proceedings; (v) compliance with NI 43-101; (w) the absence of disputes with non-governmental organizations and community groups; (x) tax matters; (y) material contracts; (z) environmental matters; (aa) insurance; (bb) the books and records of Atacama and its subsidiaries; (cc) the absence of undisclosed non-arm's length transactions; (dd) financial advisors and brokers; (ee) the receipt of the Rio2 Fairness Opinion; (ff) the Rio2 Board's approval of the Arrangement; (gg) the diligence information made available to Atacama; (hh) the absence of voting agreements affecting Rio2 and its subsidiaries; (ii) the absence of shareholder rights plans and similar arrangements in relation to Rio2 and its subsidiaries; (jj) United States legal matters; (kk) the absence of change of control payments to directors, officers, employees and consultants of Rio2 and its subsidiaries in connection with the Arrangement Agreement; (ll) *Investment Canada Act* matters; (mm) the absence of undisclosed collateral benefits; and (nn) full disclosure.

Conditions to the Arrangement Becoming Effective

In order for the Arrangement to become effective, certain conditions must have been satisfied or waived. These conditions are summarized below.

Mutual Conditions

The respective obligations of Atacama and Rio2 to complete the Arrangement are subject to the fulfillment or waiver of certain conditions on or before the Effective Date, including the following:

(a) the Atacama Continuance Resolution and the Atacama Arrangement Resolution will have been approved by the Atacama Shareholders at the Atacama Meeting in accordance with applicable Laws and, in the case of the Atacama Arrangement Resolution, the Interim Order;

(b) the Rio2 Arrangement Resolution will have been approved by the Rio2 Shareholders at the Rio2 Meeting in accordance with the Interim Order and applicable Laws;

(c) each of the Interim Order and Final Order will have been obtained in form and substance satisfactory to each of Atacama and Rio2, each acting reasonably, and will not have been set aside or modified in any manner unacceptable to either Atacama or Rio2, each acting reasonably, on appeal or otherwise;

(d) no Law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no proceeding will otherwise have been taken under any Laws or by any Governmental Authority (whether temporary, preliminary or permanent) that is in effect at the Effective Time and makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement; and

(e) the Amalco Shares to be issued pursuant to the Arrangement (other than Amalco Shares issued to holders of Rio2 Subscription Receipts who acquire Rio2 Shares pursuant to Section 3.1(A) of the Plan of Arrangement) shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof and pursuant to exemptions from applicable state Securities Laws.

Additional Conditions in Favour of Atacama

The obligation of Atacama to complete the transactions contemplated in the Arrangement Agreement is subject to the fulfillment or waiver on or before the Effective Date of certain additional conditions, including:

(a) Rio2 will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) the representations and warranties of Rio2 in the Arrangement Agreement will be true and correct as of the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, in which case such representations and warranties will have been true and correct as of that date) and except (i) as affected by transactions, changes, conditions, events or circumstances expressly permitted by the Arrangement Agreement or (ii) for breaches of representations and warranties which individually or in the aggregate would not prevent or significantly impede or materially delay the completion of the Arrangement;

(c) Rio2 Shareholders will not have exercised Dissent Rights, or have instituted proceedings to exercise Dissent Rights, in connection with the Arrangement (other than Rio2 Shareholders representing not more than 5% of the Rio2 Shares then outstanding);

(d) at no time prior to the Effective Time will the escrowed proceeds from the Rio2 Financing have been returned to investors;

(e) the Rio2 Financing shall have been completed (and the proceeds thereof shall be held in escrow to be released at the Effective Time) prior to the application for the Final Order;

(f) Rio2 will have complied in all respects with its obligations, covenants and agreements in Section 4.5(d) of the Arrangement Agreement (which relate to the payment into escrow of funds to cover certain of Atacama's transaction expenses);

(g) Rio2 shall have delivered evidence satisfactory to Atacama, acting reasonably, of the approval of the listing and posting for trading on the TSXV of the Amalco Shares, subject only to the satisfaction of the customary listing conditions of the TSXV; and

(h) since the date of the Arrangement Agreement there shall not have occurred a Rio2 Material Adverse Effect.

Additional Conditions in Favour of Rio2

The obligation of Rio2 to complete the transactions contemplated in the Arrangement Agreement is subject to the fulfillment or waiver on or before the Effective Date of certain additional conditions, including:

(a) Atacama will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) the representations and warranties of Atacama in the Arrangement Agreement will be true and correct (disregarding for this purpose all materiality or Atacama Material Adverse Effect qualifications contained therein) as of the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, in which case such representations and warranties will have been true and correct as of that date) except (i) as affected by transactions, changes, conditions, events or circumstances expressly permitted by the Arrangement Agreement or (ii) for breaches of representations and warranties which have not had and would not reasonably be expected to have, individually or in the aggregate, an Atacama Material Adverse Effect or prevent or significantly impede or materially delay the completion of the Arrangement;

(c) Atacama Shareholders will not have exercised Dissent Rights, or have instituted proceedings to exercise Dissent Rights, in connection with the Arrangement (other than Atacama Shareholders representing not more than 5% of the Atacama Shares then outstanding);

(d) Atacama shall have delivered to Rio2 an updated title opinion of Baker & McKenzie SpA in connection with the Cerro Maricunga Gold Project updated to a dated within three (3) Business Days of the Effective Date;

(f) since the date of the Arrangement Agreement there shall not have occurred an Atacama Material Adverse Effect; and

(g) the Atacama Support Agreement between Albrecht Schneider and Rio2 dated May 14, 2018 shall not have been terminated and Albrecht Schneider shall not have breached, in any material respect, any of the representations, warranties and covenants made by him therein.

Covenants

Covenants of Atacama - Covenants relating to Conduct of Business

Atacama has agreed to certain covenants intended to ensure that Atacama and its subsidiaries, until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms, conduct business only in the ordinary course of business and in accordance with a budget disclosed by Atacama to Rio2, except as permitted or contemplated by the Arrangement Agreement or as is otherwise required by applicable Law. These covenants include, among other things, prohibitions on: amending constating documents; capital alterations; declaring dividends; issuing securities; entering into, amending or terminating certain types of contracts; making material changes to accounting policies; acquiring and disposing of material assets; certain capital expenditures and material expenses; incurring and repaying indebtedness; modifying employment arrangements and benefits; amending, terminating and allowing material leases, licenses, permits concessions, permits and other authorizations to expire or be modified, suspended or revoked; commencing and settling claims and proceedings; and cancelling existing insurance coverage.

In addition, Atacama has agreed to: use commercially reasonable efforts to maintain and preserve intact its business organization, assets, properties, rights, goodwill and business relationships and keep available the services of its officers, employees and consultants as a group; cooperate and consult, through meetings with Rio2, to allow Rio2 to monitor and provide input with respect to activities relating to the operation and exploration of Atacama's properties; and provide a copy of any exploration results or other technical information relating to its properties to Rio2 prior to public disclosure.

Atacama has also agreed not to, and not to permit any of its subsidiaries to, take any action which would render, or which reasonably may be expected to render, any representation or warranty made by Atacama in the Arrangement Agreement untrue or inaccurate in any material respect (disregarding for this purpose all materiality or Atacama Material Adverse Effect qualifications contained therein) at any time prior to the Effective Date if then made. Atacama has further agreed to immediately notify Rio2 orally and then promptly notify Rio2 in writing of any "material change" (as defined in the *Securities Act*) in relation to Atacama or its subsidiaries, any event, circumstance or development that has had or would reasonably be expected to have, individually or in the aggregate, an Atacama Material Adverse Effect, any breach of the Arrangement Agreement by Atacama, or any event occurring after the date of the Arrangement Agreement that would render a representation or warranty, if made on that date or the Effective Date, inaccurate such that any of the conditions to Rio2's obligation to complete the Arrangement (excluding for this purpose the mutual conditions), as set out in the Arrangement Agreement, would not be satisfied.

Covenants of Atacama - Covenants relating to the Arrangement

Atacama has agreed to, and to cause its subsidiaries to, perform all obligations required to be performed by them under the Arrangement Agreement, cooperate with Rio2 in connection therewith, and use commercially reasonable efforts to do such other acts and things as may be necessary or desirable in order to complete the Arrangement and the other transactions contemplated by the Arrangement Agreement.

Covenants of Rio2 - Covenants relating to Conduct of Business

Rio2 has agreed to certain covenants intended to ensure that Rio2 and its subsidiaries, until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms, conduct business only in the ordinary course of business, except as permitted or contemplated by the Arrangement Agreement or as is otherwise required by applicable Law. These covenants include, among other things, prohibitions on: amending constating documents; capital alterations; declaring dividends; issuing securities; entering into contracts regarding the control or management of the operations, or the appointment of governing bodies or enter into any joint venture; and making material changes to accounting policies.

In addition, Rio2 has agreed to: use commercially reasonable efforts to maintain and preserve intact its business organization, assets, properties, rights, goodwill and business relationships and keep available the services of its officers, employees and consultants as a group.

Rio2 has also agreed not to, directly or indirectly, except in connection with the Arrangement Agreement engage in any material new business, enterprise or other activity that is inconsistent with the existing businesses of Rio2

in the manner such existing businesses generally have been carried on or (as disclosed in the Rio2's public disclosure record) planned or proposed to be carried on prior to the date of the Arrangement Agreement.

Rio2 has also agreed not to, and not to permit any of its subsidiaries to, take any action which would render, or which reasonably may be expected to render, any representation or warranty made by Rio2 in the Arrangement Agreement untrue or inaccurate in any material respect (disregarding for this purpose all materiality or Rio2 Material Adverse Effect qualifications contained therein) at any time prior to the Effective Date if then made. Rio2 has further agreed to immediately notify Rio2 orally and then promptly notify Rio2 in writing of any "material change" (as defined in the *Securities Act*) in relation to Rio2 or its subsidiaries, any event, circumstance or development that has had or would reasonably be expected to have, individually or in the aggregate, a Rio2 Material Adverse Effect, any breach of the Arrangement Agreement by Rio2, or any event occurring after the date of the Arrangement Agreement that would render a representation or warranty, if made on that date or the Effective Date, inaccurate such that any of the conditions to Atacama's obligation to complete the Arrangement (excluding for this purpose the mutual conditions), as set out in the Arrangement Agreement, would not be satisfied.

Covenants of Rio2 - Covenants relating to the Arrangement

Rio2 has agreed to, and to cause its subsidiaries to, perform all obligations required to be performed by them under the Arrangement Agreement, cooperate with Atacama in connection therewith, and use commercially reasonable efforts to do such other acts and things as may be necessary or desirable in order to complete the Arrangement and the other transactions contemplated by the Arrangement Agreement.

Rio2 has covenanted that it shall not, and shall cause its Representatives to not, directly or indirectly, make or propose publicly to make a Rio2 Change of Recommendation unless an Atacama Material Adverse Effect has occurred, or, in the opinion of the Rio2 Board, acting in good faith and after receiving advice from its outside financial advisors and outside legal counsel, the Rio2 Board is required to make a Rio2 Change of Recommendation in order to comply with its fiduciary duties.

Rio2 has also agreed that, with effect from the Effective Time, Albrecht Schneider (or, if he is unable to act, another director of Atacama identified by Atacama and approved by Rio2 (acting reasonably)) will serve as a director of Amalco.

In addition, Rio2 has agreed that, following the obtaining of the Final Order and prior to the Effective Time, Rio2 will pay, and/or provide (or cause the lead Underwriter of the Rio2 Financing to provide), an irrevocable direction to Computershare Trust Company of Canada, as escrow agent, for the Rio2 Subscription Receipts to pay, concurrently with the release of the proceeds of the Rio2 Financing from escrow, into the pooled trust account of Atacama's lawyers, to be held in escrow, such amount as is required to pay all transaction expenses of Atacama disclosed to (and agreed by) Rio2 prior to the execution of the Arrangement Agreement from the proceeds of the Rio2 Financing. Such amounts will be held in trust and released to the applicable payee as soon as reasonably practicable following the Effective Time.

Mutual Covenants

Each of Atacama and Rio2 has agreed that, until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms, it will use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to the Arrangement to the extent the same is within its control and to take all other action and to do all other things necessary and commercially reasonable to permit the completion of the Arrangement in accordance with its obligations under the Arrangement Agreement, the Plan of Arrangement and applicable Laws and cooperate with the other in connection therewith, including using commercially reasonable efforts to: obtain all waivers, consents and approvals required to be obtained by it by it in order to complete the Arrangement; effect or cause to be effected all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Arrangement; oppose, lift or rescind any injunction or restraining order against it or other order or action against it seeking to stop, or otherwise adversely affecting its ability to make and complete, the Arrangement; defend all lawsuits or other legal, regulatory or other proceedings against it challenging or affecting the Arrangement Agreement or the completion of the Arrangement; and cooperate with the other in connection with the performance by it of its obligations under the Arrangement Agreement.

Each of Atacama and Rio2 has also agreed to carry out the terms of the Interim Order and Final Order to the extent applicable to it and take all necessary actions to give effect to the transactions contemplated the Arrangement Agreement and the Plan of Arrangement.

In addition, each of Atacama and Rio2 has agreed to use commercially reasonable efforts not to take or cause to be taken any action which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent or significantly impede or materially delay the completion of the Arrangement.

Non-Solicitation Covenants

See "*Atacama Non-Solicitation Covenants*" below.

Indemnification and Insurance

Under the terms of the Arrangement Agreement, Atacama has covenanted to purchase, prior to the Effective Time, customary tail policies to provide protection no less favourable in the aggregate to the protection provided by the policies maintained by Atacama and its subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date. Rio2 has agreed to, or to cause Atacama and its subsidiaries to, maintain such tail policies in effect without any reduction in scope or coverage for six years from the Effective Date; provided that the cost of such policies shall not exceed 200% of Atacama's current annual aggregate premium for directors' and officers' liability policies maintained by Atacama and its subsidiaries on the date the Arrangement Agreement was entered into.

Rio2 and Atacama have also agreed that all rights to indemnification and exculpation, existing on the date the Arrangement Agreement was entered into, in favour of the present and former directors, officers and employees of Atacama under Law, as provided by agreements to which Atacama or any of its subsidiaries is a party, and under the articles and by-laws of Atacama, will survive and will continue in full force and effect in accordance with their terms. To the extent within the control of Rio2, Atacama and any successor to Atacama (including any Amalco), Rio2, Atacama and any successor to Atacama (including Amalco) will ensure that the same are not amended, repealed or otherwise modified in any manner that would adversely affect any right thereunder of any such indemnified party and shall continue in full force and effect in accordance with their terms for a period of not less than six years from the Effective Date.

Rio2 Financing

Rio2 has covenanted to use commercially reasonable efforts to complete the Rio2 Financing prior to the application for the Final Order and Atacama has agreed to, and to cause its subsidiaries to, such cooperation to Rio2 (at Rio2's cost) as Rio2 may reasonably request in connection with the Rio2 Financing. Rio2 has agreed to indemnify Atacama, its subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by any of them in connection with any actions or omissions in connection with such a request by Rio2, unless a court of competent jurisdiction in a final judgment that has become non-appealable determines that such liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties were primarily caused by the material breach of the Arrangement Agreement by or, the negligence, bad faith or willful misconduct of, such person.

Atacama Non-Solicitation Covenants

Atacama has agreed to certain non-solicitation covenants under the Arrangement Agreement.

Atacama has agreed that, until the earlier of the Effective Time or the date, if any, on which the Arrangement Agreement is terminated in accordance with its terms, it shall not, and that it will cause its Representatives to not, directly or indirectly through any other person:

(a) make, initiate, solicit, promote, entertain or encourage (including by way of furnishing or affording access to information or any site visit), or take any other action that facilitates, directly or indirectly, any inquiries or the making of any proposal or offer with respect to an Acquisition Proposal or that reasonably could be expected to lead to an Acquisition Proposal; or

(b) participate, directly or indirectly, in any discussions or negotiations with, furnish information to, or otherwise co-operate in any way with, any person (other than Rio2 and its subsidiaries) regarding an Acquisition Proposal or that reasonably could be expected to lead to an Acquisition Proposal it being acknowledged and agreed to by Rio2 that Atacama may communicate with any person for the purposes of clarifying the terms of any proposal, advising such person of the existence of the Arrangement Agreement or advising such person that their proposal does not constitute a Superior Proposal and is not reasonably expected to constitute or lead to a Superior Proposal; or

(c) remain neutral with respect to, or agree to, approve or recommend, or propose publicly to agree to, approve or recommend any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period not exceeding five Business Days after such Acquisition Proposal has been publicly announced shall be deemed not to constitute a violation of this paragraph (c)); or

(d) make or propose publicly to make an Atacama Change of Recommendation unless a Rio2 Material Adverse Effect has occurred, and in the opinion of the Atacama Board, acting in good faith and after receiving advice from its outside financial advisors and outside legal counsel, the board is required to make an Atacama Change of Recommendation in order to comply with its fiduciary duties; or

(e) accept, enter into, or propose publicly to accept or enter into, any agreement, understanding or arrangement effecting or related to any Acquisition Proposal or potential Acquisition Proposal (other than an Acceptable Confidentiality Agreement permitted by and in accordance with the terms of the Arrangement Agreement).

Notwithstanding the above, if Atacama receives a *bona fide* written Acquisition Proposal from any person after May 14, 2018 and prior to the Atacama Meeting that was not solicited by Atacama and that did not otherwise result from a breach of its obligations under Section 5.1 of the Arrangement Agreement, and subject to Atacama's compliance with its obligations (as summarized in the following paragraph) to notify Rio2 of any such proposal, Atacama and its Representatives may: (i) contact such person solely to clarify the terms and conditions of such Acquisition Proposal; (ii) furnish information with respect to it to such person pursuant to an Acceptable Confidentiality Agreement, provided that (x) Atacama provides a copy of such Acceptable Confidentiality Agreement to Rio2 promptly upon its execution and (y) Atacama contemporaneously provides to Rio2 any non-public information concerning Atacama that is provided to such person which was not previously provided to Rio2 or its Representatives; and (iii) participate in any discussions or negotiations regarding such Acquisition Proposal; provided, however, that, prior to taking any action described in (ii) or (iii) above, the Atacama Board determines in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal is, or could be reasonably likely to be, if consummated in accordance with its terms, a Superior Proposal.

Under the Arrangement Agreement, Atacama must promptly (and, in any event, within 24 hours) notify Rio2, at first orally and thereafter in writing, of any Acquisition Proposal (whether or not in writing) received by Atacama, and such notice must include a copy of the Acquisition Proposal (if it was in writing), a description of the material terms and conditions of such inquiry or request and the identity of the person making such Acquisition Proposal, inquiry or request. Atacama will keep Rio2 promptly and fully informed of the status and details (including all amendments) of any such Acquisition Proposal and will provide to Rio2 as soon as practicable after receipt or delivery thereof with copies of all written correspondence and other written material sent or provided to Atacama from any such person in connection with any Acquisition Proposal or sent or provided by Atacama to any such person in connection with any Acquisition Proposal if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence.

The Arrangement Agreement also provides that, except as expressly permitted by the Arrangement Agreement, neither the Atacama Board, nor any committee thereof shall permit Atacama to accept or enter into any Acquisition Agreement requiring Atacama to abandon, terminate or fail to consummate the Arrangement or providing for the payment of any break, termination or other fees or expenses to any person proposing an Acquisition Proposal if Atacama completes the transactions contemplated the Arrangement Agreement or any other transaction with Rio2 or any of its affiliates.

Atacama has also agreed to immediately, upon execution of the Arrangement Agreement, cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any person (other than Rio2 and its subsidiaries) with respect to any Acquisition Proposal and, in connection therewith, to discontinue access to any of its confidential information, including access to any data room, virtual or otherwise, to any person (other than access by Rio2 and its Representatives). Atacama also agreed to promptly request the return or destruction of all confidential non-public information provided to any third parties (other than Rio2 and its Representatives) who entered into a confidentiality agreement with Atacama relating to a potential Acquisition Proposal since January 1, 2017 that was in effect on May 14, 2018 and to use all reasonable commercial efforts to ensure that such requests are honoured to the extent Atacama is entitled to do so under such confidentiality agreements. Atacama also agreed not to release any persons from, or terminate, modify, amend or waive the terms of, any confidentiality agreement or standstill agreement or standstill provisions in any such confidentiality agreement that Atacama entered into prior to April 6, 2018, and to promptly and diligently enforce all standstill, non-disclosure, non-disturbance, non-solicitation and similar covenants that it has entered into prior to, on or after the date of the Arrangement Agreement (it being acknowledged and agreed that the automatic termination of any standstill

provisions of any such agreement as the result of entering into and announcement of the Arrangement Agreement is not a violation of such covenant). Atacama further agreed to, forthwith, if provided for in a confidentiality agreement with such person, request the return or destruction of all information provided to any third party that has entered into a confidentiality agreement with Atacama since January 1, 2017 that was in effect on May 14, 2018, to the extent that such information has not previously been returned or destroyed, and to use commercially reasonable efforts to ensure that such requests are honoured.

Notwithstanding the foregoing, the Arrangement Agreement provided that if Atacama receives a *bona fide* Acquisition Proposal that is a Superior Proposal from any person after May 14, 2018 and prior to the Atacama Meeting, then the Atacama Board may, prior to the Atacama Meeting, withdraw, modify, qualify or change in a manner adverse to Rio2 its approval or recommendation of the Arrangement and/or approve or recommend such Superior Proposal or enter into an Acquisition Agreement with respect to such Superior Proposal but only if:

(a) the person making such Acquisition Proposal was not restricted from making such Acquisition Proposal pursuant to an existing standstill or similar restriction (other than standstill or similar restrictions that automatically terminate as the result of entering into and announcement of the Arrangement Agreement or set out the Acceptable Confidentiality Agreement entered into between such person and Atacama, if any);

(b) Atacama has given written notice to Rio2 that it has received such Superior Proposal and that the Atacama Board has determined that (x) such Acquisition Proposal constitutes a Superior Proposal and (y) the Atacama Board intends to withdraw, modify, qualify or change in a manner adverse to Rio2 its approval or recommendation of the Arrangement (including the recommendation that the Atacama Shareholders vote in favour of the Atacama Arrangement Resolution), and/or enter into an Acquisition Agreement with respect to such Superior Proposal in each case promptly following the making of such determination, together with a summary of the material terms of any proposed Acquisition Agreement relating to such Superior Proposal and copies of all agreements and other documents received from the person making such Superior Proposal;

(c) a period of five Business Days (such period being the "**Superior Proposal Notice Period**") has elapsed from the date Rio2 received the notice from Atacama referred to in (b) above, together with the summary of material terms, and copies of all agreements and other documents received from the person making such Superior Proposal. During the Superior Proposal Notice Period, Rio2 has the right, but not the obligation, to propose to amend the terms of the Arrangement Agreement and the Arrangement. For greater certainty, the Superior Proposal Notice Period shall commence on the first Business day after the date Rio2 received the notice from Atacama referred to in (b) above, together with the summary of material terms and together with the summary of material terms, and copies of all agreements and other documents received from the person making such Superior Proposal and will end at 11:59 p.m. on the fifth Business Day after such date;

(iv) the Atacama Meeting shall not have occurred;

(v) if Rio2 has offered to amend the Arrangement Agreement and the Arrangement within the Superior Proposal Notice Period, the Atacama Board shall have determined in accordance with Section 5.1(g) of the Arrangement Agreement that such Acquisition Proposal remains a Superior Proposal compared to the Arrangement as proposed to be amended by Rio2;

(vi) Atacama concurrently terminates the Arrangement Agreement; and

(vii) Atacama has previously, or concurrently will have, paid to Rio2 the Atacama Termination Fee.

Atacama has agreed that, during the Superior Proposal Notice Period, the Atacama Board will review in good faith any offer made by Rio2 to amend the terms of the Arrangement Agreement and the Arrangement in order to determine, in consultation with its financial advisors and outside legal counsel, whether the proposed amendments would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal. Atacama has further agreed that, subject to Atacama's disclosure obligations under applicable Securities Laws, the fact of the making of, and each of the terms of, any such proposed amendments shall be kept strictly confidential and shall not be disclosed to any person (including without limitation, the person having made the Superior Proposal), other than Atacama's Representatives, without Rio2's prior written consent. If the Atacama Board determines that such Acquisition Proposal would cease to be a Superior Proposal as a result of the amendments proposed by Rio2, under the terms of the Arrangement Agreement, Atacama is required to, forthwith, so advise Rio2 and promptly thereafter accept the offer by Rio2 to amend the terms of the Arrangement Agreement and the Arrangement. If the Atacama Board continues to believe

in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal remains a Superior Proposal and therefore rejects Rio2's offer to amend the Arrangement Agreement and the Arrangement, if any, Atacama may, subject to compliance with the other provisions of the Arrangement Agreement, terminate the Arrangement Agreement to enter into an Acquisition Agreement in respect of such Superior Proposal.

Each successive modification of any Superior Proposal constitutes a new Superior Proposal for the purposes of the Arrangement Agreement and requires a new Superior Proposal Notice Period with respect to such new Superior Proposal. If the Atacama Meeting is scheduled to occur during a Superior Proposal Notice Period, Atacama has agreed, upon the request of Rio2, to adjourn or postpone the Atacama Meeting to (i) a date specified by Rio2 that is not later than six Business Days after the date on which the Atacama Meeting was originally scheduled to be held, or (ii) if Rio2 does not specify such date, to the sixth Business Day after the date on which the Atacama Meeting was originally scheduled to be held.

Under the Arrangement Agreement, the Atacama Board is also required to reaffirm its recommendation in favour of the Arrangement by news release promptly after (i) the Atacama Board has determined that any Acquisition Proposal is not a Superior Proposal if the Acquisition Proposal has been publicly announced or made; or (ii) the Atacama Board makes the determination that an Acquisition Proposal that has been publicly announced or made and which previously constituted a Superior Proposal has ceased to be a Superior Proposal.

The terms of the Arrangement Agreement prohibit Atacama from entering into an agreement with any person, after May 14, 2018, that limits or prohibits Atacama from (i) providing or making available to Rio2 and its affiliates and Representatives any information provided or made available to such person or its Representatives pursuant to any Acceptable Confidentiality Agreement or (ii) providing Rio2 and its affiliates and Representatives with any other information required to be given to it by Atacama under the non-solicitation provisions of the Arrangement Agreement.

The Arrangement Agreement provides that, notwithstanding any of the non-solicitation covenants contained therein, the Atacama Board has the right to respond, within the time and in the manner required by applicable Securities Laws, to any take-over bid or tender or exchange offer made for the Atacama Shares that it determines is not a Superior Proposal and Atacama and the Atacama Board shall have the right to call and/or hold a meeting of Atacama Shareholders requisitioned by Atacama Shareholders in accordance with section 143 of the CBCA.

Termination

The Arrangement Agreement may be terminated prior to the Effective Time in certain circumstances, some of which lead to payment by Atacama to Rio2 of the Atacama Termination Fee ($3,000,000), the payment by Rio2 to Atacama of the Rio2 Termination Fee ($3,000,000) or require either Atacama or Rio2 to pay the Termination Expense Reimbursement (reimbursement of expenses of the other party actually incurred in respect of the Arrangement and the Arrangement Agreement up to a maximum of $750,000). These termination events are summarized below. See also "*The Arrangement – Termination Fees*" and "*The Arrangement – Termination Expense Reimbursement*" below.

1. The Arrangement Agreement may be terminated by either Atacama or Rio2 if:

   (a) the parties mutually consent in writing;

   (b) the Effective Date has not occurred on or before the Outside Date (except that this termination right is not available to a party if its failure to fulfil its obligations or breach of any of its representations and warranties under the Arrangement Agreement has been a principal cause of, or resulted in, the failure of the Effective Date to occur by the Outside Date);

   (c) the Atacama Meeting is held and the Atacama Continuance Resolution and the Atacama Arrangement Resolution are not approved by the Atacama Shareholders in accordance with applicable Laws and, in the case of the Atacama Arrangement Resolution, the Interim Order (except that this termination right is not available to a party if its failure to fulfil its obligations or breach of any of its representations and warranties under the Arrangement Agreement has been a principal cause of, or resulted in, the failure to obtain the approval of the Atacama Continuance Resolution or the Atacama Arrangement Resolution);

   (d) the Rio2 Meeting is held and the Rio2 Arrangement Resolution is not approved by the Rio2 Shareholders in accordance with applicable Laws and the Interim Order (except that this termination right is not available to a party if its failure to fulfil any of its obligations or breach of

any of its representations and warranties under the Arrangement Agreement has been a principal cause of, or resulted in, the failure to obtain the approval of the Rio2 Arrangement Resolution); or

(e) any Law makes the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement illegal or otherwise prohibited, and such Law has become final and non-appealable.

2. The Arrangement Agreement may also be terminated by Atacama if:

(a) prior to the Rio2 Meeting, (1) the Rio2 Board fails to publicly make a recommendation that the Rio2 Shareholders vote in favour of the Rio2 Arrangement Resolution in this Circular (or any amendment thereof) or the Rio2 Board, or any committee thereof, withdraws, modifies, qualifies or changes in a manner adverse to Atacama its approval or recommendation of the Arrangement, (2) Atacama requests in writing, at least one day prior to the Rio2 Meeting, that the Rio2 Board reaffirm its recommendation that the Rio2 Shareholders vote in favour of the Rio2 Arrangement Resolution and the Rio2 Board shall not have done so by the earlier of (x) the sixth Business Day following receipt of such request and (y) the day prior to the Atacama Meeting; (3) Rio2 or the Rio2 Board publicly proposes or announces its intention to do any of the foregoing (each of (1), (2) and (3) a "**Rio2 Change of Recommendation**"); or (4) Rio2 breaches, in any material respect, any of its obligations or covenants not to, and to cause its Representatives to not, directly or indirectly, make or propose publicly to make a Rio2 Change of Recommendation unless an Atacama Material Adverse Effect has occurred, or, in the opinion of the Rio2 Board, acting in good faith and after receiving advice from its outside financial advisors and outside legal counsel, the Rio2 Board is required to make a Rio2 Change of Recommendation in order to comply with its fiduciary duties;

(b) the Atacama Board approves, and authorizes Atacama to enter into, a definitive agreement providing for the implementation of a Superior Proposal prior to the Atacama Meeting, subject to Atacama complying with the terms of its non-solicitation and related covenants;

(c) subject to compliance with the notice and cure provisions in the Arrangement Agreement, Rio2 breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions in the Arrangement Agreement that are mutual or in favour of Atacama not to be satisfied (except that this termination right is not available to Atacama if it is then in breach of the Arrangement Agreement so as to cause any of the conditions in the Arrangement Agreement that are mutual or in favour of Rio2 not to be satisfied);

(d) a Rio2 Material Adverse Effect has occurred;

(e) the Rio2 Financing is terminated;

(f) the escrowed proceeds from the Rio2 Financing have been returned to investors;

(g) the Rio2 Financing (other than the release of the proceeds thereof from escrow) has not been completed prior to the application for the Final Order; or

(h) the Rio2 Meeting has not occurred by August 31, 2018.

3. The Arrangement Agreement may also be terminated by Rio2 if:

(a) prior to the Atacama Meeting, (1) the Atacama Board fails to publicly make a recommendation that the Atacama Shareholders vote in favour of the Atacama Arrangement Resolution and the Atacama Continuance Resolution in this Circular (or any amendment thereof) or fails to reaffirm its recommendation in favour of the Arrangement by news release promptly after (i) the Atacama Board has determined that any Acquisition Proposal is not a Superior Proposal if the Acquisition Proposal has been publicly announced or made; or (ii) the Atacama Board makes the determination that an Acquisition Proposal that has been publicly announced or made and which previously constituted a Superior Proposal has ceased to be a Superior Proposal as a result of any offer of Rio2 to amend the terms of the Arrangement Agreement made during the Superior Proposal Notice Period, or Atacama or the Atacama Board, or any committee thereof, withdraws, modifies, qualifies or changes in a manner adverse to Rio2 its approval or recommendation of the Arrangement (publicly taking no position or a neutral position by Atacama and/or the Atacama Board with respect to an Acquisition Proposal for a period exceeding five Business Days after an Acquisition Proposal has been publicly announced shall be deemed to constitute such a

withdrawal, modification, qualification or change), (2) Rio2 requests in writing, at least one day prior to the Atacama Meeting, that the Atacama Board reaffirm its recommendation that the Atacama Shareholders vote in favour of the Atacama Arrangement Resolution and the Atacama Continuance Resolution and the Atacama Board shall not have done so by the earlier of (x) the sixth Business Day following receipt of such request and (y) the day prior to the Atacama Meeting, (3) Atacama or the Atacama Board publicly proposes or announces its intention to do any of the foregoing (each of (1), (2) and (3) an "**Atacama Change of Recommendation**"), (4) Atacama and/or the Atacama Board, or any committee thereof, accepts, approves, endorses or recommends any Acquisition Proposal; or (5) Atacama enters into an Acquisition Agreement in respect of any Acquisition Proposal (other than an Acceptable Confidentiality Agreement permitted under the Arrangement Agreement);

(b) Atacama breaches in any material respect any of its material obligations or covenants relating to non-solicitation and related matters;

(c) subject to compliance with the notice and cure provisions in the Arrangement Agreement, Atacama breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions in the Arrangement Agreement that are mutual or in favour of Rio2 not to be satisfied (except that this termination right is not available to Rio2 if it is then in breach of the Arrangement Agreement so as to cause any of the conditions in the Arrangement Agreement that are mutual or in favour of Atacama not to be satisfied);

(d) an Atacama Material Adverse Effect has occurred; or

(e) the Atacama Meeting has not occurred by August 31, 2018.

Termination Fees

Atacama Termination Fee

Atacama is required to pay the Atacama Termination Fee to Rio2 in the following circumstances:

(a) Atacama terminates the Arrangement Agreement under paragraph 2(b) under the heading "*The Arrangement – The Arrangement Agreement – Termination*" above. In such circumstances, the Atacama Termination Fee is payable prior to or concurrent with the termination of the Arrangement Agreement.

(b) Rio2 terminates the Arrangement Agreement under paragraph 3(a) or 3(b) under the heading "*The Arrangement – The Arrangement Agreement – Termination*" above. In such circumstances, the Atacama Termination Fee is payable within one (1) Business Day following termination of the Arrangement Agreement.

(c) The Arrangement Agreement is terminated by either Atacama or Rio2 under paragraph 1(b) or 1(c) under the heading "*The Arrangement – The Arrangement Agreement – Termination*" above, but only if (A) an Acquisition Proposal has been publicly made or proposed to Atacama or the Atacama Shareholders after the date of the Arrangement Agreement and to prior to the earlier of such termination and the Atacama Meeting (and not withdrawn); (B) Rio2's breach of the Arrangement Agreement was not a principal cause of the circumstances giving rise to such termination; and (C) Atacama (1) completes any Acquisition Proposal within 12 months after such termination, or (2) enters into an acquisition agreement, merger agreement or similar agreement with respect to any Acquisition Proposal or the Atacama Board recommends any Acquisition Proposal, in each case, within 12 months after such termination, and that Acquisition Proposal (as it may be modified or amended) is subsequently completed (whether before or after the expiry of such 12 month period). In such circumstances, the Atacama Termination Fee is payable on or prior to the completion of the applicable Acquisition Proposal and any Termination Expense Reimbursement paid by Atacama will be credited towards payment of the Atacama Termination Fee.

(d) Rio2 terminates the Arrangement Agreement under paragraph 3(c) under the heading "*The Arrangement – The Arrangement Agreement – Termination*" above, but only if: (A) an Acquisition Proposal has been publicly made or proposed to Atacama or the Atacama Shareholders after the date of the Arrangement Agreement and to prior to the earlier of such termination and the Atacama Meeting (and not withdrawn); and (B) Atacama (1) completes any Acquisition Proposal within 12 months after such termination, or (2) enters into an acquisition agreement, merger agreement or similar agreement with respect to any Acquisition Proposal or the Atacama Board recommends any Acquisition Proposal, in each case, within 12 months after such termination, and that Acquisition Proposal (as it may be modified or amended) is

subsequently completed (whether before or after the expiry of such 12 month period). In such circumstances, the Atacama Termination Fee is payable on or prior to the completion of the applicable Acquisition Proposal and any Termination Expense Reimbursement paid by Atacama will be credited towards payment of the Atacama Termination Fee.

For the purposes of paragraphs (c) and (d) above, all references to "20%" in the definition of Acquisition Proposal are changed to "50%".

In no event shall Atacama be obligated to pay more than one Atacama Termination Fee.

If Atacama does not have sufficient financial resources to pay the Atacama Termination Fee, then the Arrangement Agreement requires it to be a condition of (i) any Superior Proposal referred to in paragraph 2(b) under the heading "*The Arrangement – The Arrangement Agreement – Termination*" above, and (ii) any share or asset acquisition which is an Acquisition Proposal referred to in paragraph (c) or (d) above (under the heading "*The Arrangement – The Arrangement Agreement – Termination Fees – Atacama Termination Fee*"), where Atacama has entered into any agreement to support such share acquisition or to transfer such assets, as applicable, that the person making such Superior Proposal or acquisition, as applicable, shall advance or otherwise provide to Atacama the cash required for Atacama to pay the Atacama Termination Fee, which amount shall be so advanced or provided prior to the date on which Atacama is required to pay the Atacama Termination Fee.

Rio2 Termination Fee

Rio2 is required to pay the Rio2 Termination Fee to Atacama if Atacama terminates the Arrangement Agreement under paragraph 2(a) under the heading "*The Arrangement – The Arrangement Agreement – Termination*" above.

Termination Expense Reimbursement

In certain circumstances, either Atacama or Rio2 is required to reimburse the other in respect of the expenses of the other party actually incurred in respect of the Arrangement and the Arrangement Agreement, to a maximum of $750,000 (the "**Termination Expense Reimbursement**").

Rio2 is entitled to the Termination Expense Reimbursement from Atacama if Rio2 terminates the Arrangement Agreement due to a breach of the Arrangement Agreement by Atacama.

Atacama is entitled to the Termination Expense Reimbursement from Rio2 if Atacama terminates the Arrangement Agreement due to: (1) a breach of the Arrangement Agreement by Rio2; or (2) the termination of the Rio2 Financing or the Rio2 Financing (other than the release of the proceeds thereof from escrow) not having been completed before the application for the Final Order (except in circumstances where the Rio2 Financing is not completed due to the termination of the Financing Agreement under the Financing Termination Provisions or as a result of an Atacama Material Adverse Effect); or (3) the escrowed proceeds from the Rio2 Financing having been returned to investors.

If the Termination Expense Reimbursement is payable, payment is required to be made within three Business Days of a request for reimbursement. If the Atacama Termination Fee is paid by Atacama in circumstances where Termination Expense Reimbursement would otherwise be payable by Atacama, no Termination Expense Reimbursement shall be payable by Atacama. The making of the Termination Expense Reimbursement shall not preclude the party being reimbursed from seeking damages and pursuing any and all other remedies that it may have in respect of losses incurred or suffered by such as a result of any breach of the Arrangement Agreement.

Support Agreements

On or about May 14, 2018, Atacama entered into the Rio2 Support Agreements with certain directors and senior officers of Rio2 (the "**Rio2 Supporting Shareholders**") and Rio2 entered into the Atacama Support Agreements with certain directors and officers of Atacama (the "**Atacama Supporting Shareholders**", and together with the Rio2 Supporting Shareholders, the "**Supporting Shareholders**").

The Rio2 Supporting Shareholders beneficially own, directly or indirectly, or exercise control or direction over, in the aggregate, Rio2 Shares representing approximately 50.8% of the outstanding Rio2 Shares as of the Rio2 Record Date. Pursuant to the Rio2 Support Agreements, the Rio2 Supporting Shareholders have agreed, on and subject to the terms thereof, among other things, to vote their Rio2 Shares in favour of the Arrangement and any other matters necessary for the consummation of the Arrangement, including the Rio2 Amalco Incentive Plans Resolution, and against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement.

The Atacama Supporting Shareholders beneficially own, directly or indirectly, or exercise control or direction over, in the aggregate, Atacama Shares representing approximately 22.6% of the outstanding Atacama Shares as of the Atacama Record Date. Pursuant to the Atacama Support Agreements, the Atacama Supporting Shareholders have agreed, on and subject to the terms thereof, among other things, to vote their Atacama Shares in favour of the Arrangement and any other matters necessary for the consummation of the Arrangement, including the Atacama Continuance Resolution and the Atacama Amalco Incentive Plans Resolution, and against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement.

Each Supporting Shareholder has also agreed, on and subject to the terms of the applicable Support Agreement, not to sell or dispose of any of their Atacama Shares, Atacama Options or Atacama Warrants (in the case of the Atacama Supporting Shareholders), or Rio2 Shares, Rio2 Options or Rio2 Share Awards (in the case of the Rio2 Supporting Shareholders) or any interest therein, except pursuant to the Arrangement Agreement.

Each Atacama Supporting Shareholder has also agreed, on and subject to the terms of the Atacama Support Agreements, that he or she will not, directly or indirectly: (a) make, solicit or facilitate initiate, solicit, promote, entertain or encourage, or take any other action that facilitates, directly or indirectly, any inquiries or the making of any proposal or offer with respect to an Acquisition Proposal or could reasonably be expected to constitute or lead to an Acquisition Proposal; (b) participate in any discussions or negotiations with, furnish information to, or otherwise co-operate in any way with, any person (other than Rio2 or any of its subsidiaries) regarding an Acquisition Proposal or could reasonably be expected to constitute or lead to an Acquisition Proposal; (c) agree to, approve or recommend, or propose publicly to agree, approve or recommend any Acquisition Proposal; (d) withdraw, amend, modify or qualify support for the transactions contemplated by the Arrangement Agreement (or publicly state an intention to so); (e) accept, approve, endorse or recommend any publicly disclosed Acquisition Proposal (or publicly propose to do so); or (f) accept or enter into any agreement, understanding or arrangement related to any Acquisition Proposal or potential Acquisition Proposal (or publicly propose to do so).

The Support Agreements automatically terminate upon the valid termination of the Arrangement Agreement in accordance with its terms. In addition, each Support Agreement may also be terminated: (a) by written agreement of the applicable Supporting Shareholder and Rio2 (in the case of the Atacama Support Agreements) or Atacama (in the case of the Rio2 Support Agreements); (b) by Rio2 or Atacama (as applicable) if any of the representations and warranties of the Supporting Shareholder in such Support Agreement is not true and correct in all material respects; or the Supporting Shareholder has not complied with its covenants in the applicable Support Agreement in any material respect; (c) by the applicable Supporting Shareholder if Rio2 or Atacama (as applicable) breaches any of its covenants or obligations under the applicable Support Agreement in any material respect; (d) by the applicable Supporting Shareholder if the Effective Date has not occurred by the Outside Date; or (e) by the applicable Supporting Shareholder if, without his or her consent, (i) in the case of an Atacama Supporting Shareholder, the Arrangement Agreement is amended to decrease the amount of, or change the nature of the, Atacama Share Consideration, or increase the amount of, or change the nature of, the Rio2 Share Consideration, in each case, as set out in the Arrangement Agreement, or (ii) in the case of a Rio2 Supporting Shareholder, the Arrangement Agreement is amended to decrease the amount of, or change the nature of the, Rio2 Share Consideration, or increase the amount of, or change the nature of, the Atacama Share Consideration, in each case, as set out in the Arrangement Agreement.

The Support Agreements bind Supporting Shareholders solely in their capacity as a securityholder of Atacama or Rio2, as the case may be, and do not bind Supporting Shareholders in their capacity as a director or officer of Atacama or Rio2 (as applicable).

Treatment of Atacama Warrants

In accordance with the terms of the Atacama Warrants, each holder of an Atacama Warrant shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Atacama Warrant, in lieu of Atacama Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Amalco Shares which the holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Atacama Shares to which such holder would have been entitled if such holder had exercised such holder's Atacama Warrants immediately prior to the Effective Time. Each Atacama Warrant shall continue to be governed by and be subject to the terms of the applicable Atacama Warrant certificate.

Treatment of Atacama Options, Rio2 Options and Rio2 Share Awards

In accordance with the terms of the Atacama Options, the Rio2 Options and the Rio2 Share Awards, each holder of an Atacama Option, Rio2 Option or Rio2 Share Award shall be entitled to receive (and such holder shall accept) upon the exercise of security, in lieu of Atacama Shares or Rio2 Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Amalco Shares which the holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Atacama Shares or Rio2 Shares to which such holder would have been entitled if such holder had exercised such holder's Atacama Options, Rio2 Options or Rio2 Share Awards, as the case may be, immediately prior to the Effective Time. Each Atacama Option, each Rio2 Option and each Rio2 Share Award shall continue to be governed by and be subject to the terms of the applicable Atacama Option, Rio2 Option or Rio2 Share Award certificate.

Information Concerning Atacama

Atacama's business is the acquisition, exploration and development of precious metals resource properties in Chile. Operating through its subsidiary, Atacama Chile, Atacama's principal mineral property is the Cerro Maricunga Gold Project, located in Region III, 140 kilometres by road northeast of the city of Copiapó. Atacama's goal is to become a producer of gold through the development of the Cerro Maricunga Gold Project. Atacama also has three other mineral properties within close proximity to the Cerro Maricunga Gold Project. Atacama has a fourth property in Region 1 under option to Andex Minerals Inc.

Atacama is a reporting issuer or the equivalent in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland. The Atacama Shares trade on the TSXV under the symbol "ATM".

Further information relating to Atacama is contained in Appendix "N" to this Circular.

Information Concerning Rio2

Rio2 is building a multi-asset, multi-jurisdiction, precious metals company focused in the Americas. With the potential acquisition of the Cerro Maricunga Gold Project through the Arrangement and exploration initiatives in Peru and Nicaragua, Rio2 will continue pursuing additional strategic acquisitions to compile an attractive portfolio of precious metal assets where it can deploy its operational excellence and responsible mining practices to create value for its shareholders.

Rio2 is a reporting issuer in British Columbia and Alberta. The Rio2 Shares trade on the TSXV under the symbol "RIO".

Further information relating to Rio2 is contained in Appendix "P" to this Circular.

Information Concerning Amalco

Upon completion of the Arrangement each Atacama Shareholder and each Rio2 Shareholder will become a shareholder of Amalco. Information relating to Amalco is contained in Appendix "R" to this Circular.

Risk Factors

Risk Factors Relating to the Arrangement

In evaluating the Arrangement, Atacama Shareholders and Rio2 Shareholders should carefully consider the following risk factors relating to the Arrangement. The following risk factors are not a definitive list of all risk factors associated with the Arrangement. In addition to the risk factors described under the heading "*Risk Factors*" in each of the Rio2 AIF and in the Atacama AIF which are specifically incorporated by reference into this Circular, the following are additional and supplemental risk factors which Atacama Shareholders and Rio2 Shareholders should carefully consider before making a decision regarding the Atacama Arrangement Resolution or the Rio2 Arrangement Resolution, as the case may be. If any of the risk factors materialize, the expectations, and the predictions based on them, may need to be re-evaluated. The risks associated with the Arrangement include:

<u>The Arrangement Agreement May Be Terminated in Certain Circumstances</u>

Each of Rio2 and Atacama has the right to terminate the Arrangement Agreement and Arrangement in certain circumstances. Accordingly, there is no certainty, nor can Rio2 or Atacama provide any assurance, that the

Arrangement Agreement will not be terminated before the completion of the Arrangement. For example, each Party has the right, in certain circumstances, to terminate the Arrangement Agreement if changes occur that, in the aggregate, have a Material Adverse Effect on the other Party.

No Certainty That All Conditions Precedent to the Arrangement Will Be Satisfied

The completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of Rio2 and Atacama, including receipt of the Final Order, approval by the Rio2 Shareholders or approval by Atacama Shareholders of the Arrangement. There can be no certainty, nor can Rio2 or Atacama provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied.

Atacama Shareholders and Rio2 Shareholders Will Receive a Fixed Number of Amalco Shares

Under the Arrangement, Rio2 Shareholders will receive the Rio2 Share Consideration, respectively, rather than Amalco Shares with a fixed market value. Because the number of Amalco Shares to be received in respect of each Rio2 Share under the Arrangement will not be adjusted to reflect any change in the market value of the Rio2 Shares, the market value of Amalco Shares received under the Arrangement may vary significantly from the market value at the dates referenced in this Circular.

Under the Arrangement, Atacama Shareholders will receive the Atacama Share Consideration, respectively, rather than Amalco Shares with a fixed market value. Because the number of Amalco Shares to be received in respect of each Atacama Share under the Arrangement will not be adjusted to reflect any change in the market value of the Atacama Shares, the market value of Amalco Shares received under the Arrangement may vary significantly from the market value at the dates referenced in this Circular.

There can be no assurance that the market price of the Amalco Shares relative to the market price of the Rio2 Shares or Atacama Shares, as applicable, on the Effective Date will not be lower than the relative market prices of such shares on the date of the Rio2 Meeting and the Atacama Meeting. In addition, the number of Amalco Shares being issued in connection with the Arrangement will not change despite decreases or increases in the market price of Rio2 Shares or Atacama Shares. Many of the factors that affect the market price of the Rio2 Shares and Atacama Shares are beyond the control of Rio2 and Atacama, respectively. These factors include fluctuations in commodity prices, fluctuations in currency exchange rates, changes in the regulatory environment, adverse political developments, prevailing conditions in the capital markets and interest rate fluctuations.

Assumption of Potential Cost and Potential Termination Fees

Certain costs related to the Arrangement, such as legal and accounting fees, must be paid by Atacama and Rio2 even if the Arrangement is not completed. Atacama and Rio2 are each liable for their own costs incurred in connection with the Arrangement (except as disclosed in this Circular under the headings "*The Arrangement – The Arrangement Agreement – Covenants – Covenants of Rio2 – Covenants Relating to the Arrangement*" and "*The Arrangement – The Arrangement Agreement – Termination – Termination Expense Reimbursement*"). If the Arrangement Agreement is terminated in certain circumstances, Rio2 may be required to pay Atacama the Rio2 Termination Fee, as liquidated damages. If the Arrangement Agreement is terminated in certain circumstances, Atacama may be required to pay Rio2 the Atacama Termination Fee, as liquidated damages. *See "The Arrangement – The Arrangement Agreement – Termination".*

The Termination Fee May Discourage Other Bidders

Under the Arrangement Agreement, the Atacama Termination Fee is required to be paid in the event that the Arrangement is terminated in certain circumstances related to a possible alternative transaction to the Arrangement for Atacama. The Atacama Termination Fee may discourage other parties from attempting to propose a significant business transaction, even if a different transaction could provide better value to Atacama Shareholders than the Arrangement.

If the Arrangement is Not Approved, the Market Price for the Rio2 Shares May Decline

If the Arrangement is not approved by Rio2 Shareholders or Atacama Shareholders, the market price of the Rio2 Shares may decline to the extent that the current market price of the Rio2 Shares reflects a market assumption that the Arrangement will be completed. If the Atacama Continuance Resolution, the Atacama Arrangement Resolution or the Rio2 Arrangement Resolution is not approved and the Rio2 Board decides to seek another transaction or arrangement, there can be no assurance that it will be able to find a party willing to enter into an equivalent or more attractive transaction in terms of the total consideration to be paid pursuant to the Arrangement.

Directors and Officers of Atacama Have Interests in the Arrangement That May be Different From Those of Atacama Shareholders Generally

In considering the unanimous recommendation of the Atacama Board to vote in favour of the Atacama Continuance Resolution and the Atacama Arrangement Resolution, Atacama Shareholders and Rio2 Shareholders should be aware that certain members of Atacama's senior management and the Atacama Board have certain interests in connection with the Arrangement that differ from, or are in addition to, those Atacama Shareholders and Rio2 Shareholders generally and may present them with actual or potential conflicts of interest in connection with the Arrangement. See "*The Arrangement – Interests of Atacama Directors and Officers in the Arrangement*" and "*Securities Laws Matters – Canadian Securities Laws Matters – Multilateral Instrument 61-101 – MI 61-101 as Applicable to Atacama*" in this Circular.

The Arrangement May be a Fully Taxable Transaction for U.S. Federal Income Tax Purposes

Rio2 and Atacama currently intend for the Arrangement to qualify as a tax-deferred reorganization for U.S. federal income tax purposes. However, there are numerous requirements that need to be met for the Arrangement to qualify as a reorganization, and it is possible that not all of these requirements will be met. In addition, subsequent transactions involving Amalco or its assets may cause the Arrangement to fail to qualify as a reorganization. As a result, there is a risk that the Arrangement could fail to qualify as a reorganization and, accordingly, could be considered a fully taxable transaction for U.S. federal income tax purposes. In addition, if it is determined that Rio2 or Atacama, as applicable, was a PFIC for any year during a U.S. Holder's (as defined below, *see "Certain United States Federal Income Tax Considerations"*) holding period of its Rio2 Shares or Atacama Shares, as applicable, the transactions contemplated herein may result in the application of certain adverse tax rules in respect of the Arrangement to a U.S. Holder if the U.S. Holder does not have in place a timely and effective QEF election or a Mark-to-Market Election (as defined below) with respect to its Rio2 Shares or Atacama Shares, as applicable. These adverse PFIC rules may include, but are not limited to: (a) the Arrangement being treated as a fully taxable transaction even if it qualifies as a; (b) the gain resulting from the Arrangement being fully taxable at ordinary income, rather than capital gain, tax rates; and (c) an interest charge being imposed on the amount of the gain treated as having been deferred under the PFIC rules. U.S. Holders should consult their own tax advisors regarding all aspects of the rules applicable to reorganizations and PFICs and their potential applicability to the Arrangement. For a more detailed discussion of the U.S. federal income tax consequences of the Arrangement, including the consequences under the PFIC rules, please see the section entitled "*Certain United States Federal Income Tax Considerations*."

There is a Risk that the Arrangement will be a Taxable Transaction under Foreign Laws.

It is the intention to complete the Arrangement by way of an amalgamation directly of Rio2 and Atacama whereby shareholders of each entity will receive Amalco Shares, the merged entity. There is no assurance that the transaction will be completed on a tax-free basis under foreign laws. In particular, under the tax laws of Chile, profits realized on dispositions of shares that are considered to be indirect economic investments in Chile may be subject to Chilean capital gains tax. There is a risk that the Arrangement could fail to satisfy the requirements of foreign tax authorities to avoid triggering any capital gains tax and, accordingly, could be treated as a taxable transaction. If the Arrangement results in a taxable transaction, Amalco could be liable for certain taxes or withholding obligations.

Risk Factors Relating to Atacama

Whether or not the Arrangement is completed, Atacama will continue to face many of the risks that it currently faces with respect to its business and affairs. Certain of these risk factors have been disclosed in the Atacama AIF and the management's discussion and analysis of the activities, results of operations, and the financial condition of Atacama for the fiscal year ended March 31, 2017, which have been filed on SEDAR at www.sedar.com. See "*Documents Incorporated by Reference*" in Appendix "N".

Risk Factors Relating to Rio2

Whether or not the Arrangement is completed, Rio2 will continue to face many of the risks that it currently faces with respect to its business and affairs. Certain of these risk factors have been disclosed in the Rio2 AIF and the management's discussion and analysis of the activities, results of operations, and the financial condition of Rio2 for the fiscal year ended December 31, 2017, which have been filed on SEDAR at www.sedar.com. See "*Documents Incorporated by Reference*" in Appendix "P".

Risk Factors Relating to Amalco

See "*Risk Factors of Amalco*" in Appendix "R".

THE ATACAMA CONTINUANCE

Atacama is currently a corporation incorporated under the federal laws of Canada and is subject to the provisions of the CBCA. Atacama Shareholders will be asked to consider, and if deemed appropriate, to pass, with or without variation, the Atacama Continuance Resolution, to approve and authorize Atacama to continue into the jurisdiction of the Province of Ontario under the OBCA, as if Atacama had been incorporated under the OBCA. As part of the Atacama Continuance Resolution, Atacama Shareholders will also be asked to approve the adoption by Atacama, in substitution for the existing articles of incorporation and by-laws of Atacama, the Articles of Continuance and the New By-Laws and to empower the directors of Atacama to determine the number of directors of Atacama in accordance with subsection 125(3) of the OBCA (subject to the minimum and maximum number of directors set out in the Articles of Continuance). Empowering the directors to determine the number of directors of Atacama in accordance with subsection 125(3) of the OBCA, also permits the directors, between meetings of shareholders, to appoint an additional director if, after such appointment, the total number of directors would not be greater than one and one-third times the number of directors required to have been elected at the last annual meeting of shareholders, a power that the directors of Atacama currently have under Atacama's current articles of incorporation.

The Atacama Continuance is being proposed in connection with the Arrangement in order to permit the amalgamation of Atacama and Rio2 under the OBCA pursuant to the Plan of Arrangement.

The Atacama Continuance will affect certain of the rights of Atacama Shareholders as they currently exist under the CBCA and Atacama Shareholders should consult their legal advisors regarding the implications of the Atacama Continuance which may be of a particular importance to them. The Atacama Continuance will not result in any change of the business of Atacama or its assets, liabilities or net worth, or in the persons who constitute the Atacama Board and management. The Atacama Continuance is not a reorganization, an amalgamation or merger.

If (i) the Atacama Continuance Resolution is approved by Atacama Shareholders in accordance with the description below and (ii) the Atacama Arrangement Resolution is approved by Atacama Shareholders and the Rio2 Arrangement Resolution is approved by Rio2 Shareholders each in accordance with the Interim Order, then Atacama intends to complete the Atacama Continuance as soon as reasonably practical thereafter.

Approval of Atacama Shareholders Required for the Atacama Continuance Resolution

To be effective, the Atacama Continuance Resolution must be approved by at least a two-thirds majority of the votes cast by the Atacama Shareholders present in person or represented by proxy voting at the Atacama Meeting. A copy of the Atacama Continuance Resolution is set out in Appendix "B" of this Circular. It is a condition to the completion of the Arrangement that the Atacama Continuance Resolution is approved by Atacama Shareholders at the Atacama Meeting.

Recommendation of the Atacama Board

The Atacama Board unanimously recommends that Atacama Shareholders vote FOR the Atacama Continuance Resolution.

Certain Corporate Differences between the CBCA and the OBCA

The provisions of the OBCA dealing with shareholder rights and protections are generally comparable to those contained in the CBCA. Atacama Shareholders will not lose or gain any significant rights or protections as a result of the Atacama Continuance.

Upon completion of the Atacama Continuance, the rights of Atacama Shareholders will also be subject to the Articles of Arrangement and by-laws of Amalco, as set forth in further detail below. Atacama Shareholders should consult their legal advisors regarding all of the implications of the Atacama Continuance.

Notwithstanding the alteration of Atacama Shareholders' rights and obligations under the OBCA and the articles of incorporation and by-laws for Atacama, Atacama will still be bound by the rules and policies of the TSXV as well as the applicable Securities Laws.

The following is a summary comparison of certain provisions of the OBCA and the CBCA that pertain to the rights of Atacama Shareholders. This summary is not intended to be exhaustive and does not cover all of the differences between the OBCA and the CBCA affecting corporations and their shareholders and is qualified in its entirety by the complete text of the relevant provisions of the CBCA and the OBCA.

Charter Documents

There are no significant differences between the CBCA and the OBCA with respect to the charter documents for companies governed by those statutes.

Directors

Both the CBCA and the OBCA require that at least 25% of the directors be resident Canadians. Each statute provides that a public company must have at least three (3) directors.

The CBCA also requires that a majority of the directors must be Canadian residents for certain prescribed business sectors, though this provision does not currently apply to Atacama.

Independent Directors

Under the OBCA, at least one-third ($^1/_3$) of the members of the board of directors cannot be officers or employees of the company or its affiliates. Under the CBCA, the requirement is that at least two (2) of the directors cannot be officers or employees of the company or its affiliates.

Quorum of Directors' Meetings

Both the OBCA and CBCA state that, subject to the articles and by-laws of a corporation, quorum at meetings of directors consists of a majority of directors or the minimum number of directors required by the articles, although the OBCA also stipulates that a quorum may not be less than two-fifths ($^2/_5$) of the directors or the minimum number of directors. Further, the CBCA requires that 25% of the directors present at the meeting (or at least one (1) if less than four (4) directors are appointed) be resident Canadians. The by-laws of Atacama require a majority of the directors in office or such greater or lesser number as the directors may determine from time to time.

Place of Shareholders' Meetings

Under the OBCA, subject to the articles of the corporation, and any unanimous shareholders' agreement, a shareholders' meeting may be held in or outside Ontario (including outside Canada) as determined by the directors, or in the absence of such a determination, at the place where the registered office of the corporation is located. Under the CBCA, a shareholders' meeting may be held any place in Canada provided in the by-laws or, in the absence of such by-law, at a place in Canada determined by the directors, or it may be held at a place outside Canada if such place is specified in the articles of the company or all the shareholders entitled to vote at the meeting agree that the meeting is to be held at that place. The by-laws of Atacama provide that meetings of shareholders will be held at the place in Canada as the person(s) calling the meeting determine. The Articles of Continuance will be conformed to the by-laws of Atacama with respect to the place of shareholders' meetings.

Notice of Shareholders' Meetings

Under the OBCA, a public corporation must give notice not less than 21 days and not more than 50 days before the meeting. Under the CBCA, the notice of shareholders' meetings must be provided not less than 21 days and not more than 60 days before the meeting. Public companies are also subject to the requirements of NI 54-101, which provides for minimum notice periods of greater than the minimum 21-day period in either statute.

Telephonic or Electronic Meetings

Under the OBCA, unless the articles or by-laws state otherwise, meetings of shareholders may be held entirely by telephonic or electronic means and shareholders may participate in and vote at the meeting by such means. Under the CBCA, unless the articles or by-laws state otherwise, meetings of shareholders may be held by telephonic or electronic means and shareholders may participate in and vote at the meeting by such means. The CBCA also requires a corporation to provide shareholders with a means of communication that permits all participants to communicate adequately with each other during the meeting. The by-laws of Atacama allow for meetings of shareholders to be held entirely by means of telephonic, electronic or other communications facility that permits all participants to communicate adequately with each other during the meeting.

Delivery of Proxy and Information Circular

Each of the CBCA and the OBCA contains provisions which require the mandatory solicitation of proxies and delivery of a management proxy circular.

Shareholder Proposals

Under the OBCA, proposals may be submitted by both registered and beneficial shareholders who are entitled to vote at a meeting of shareholders. Under the CBCA, shareholder proposals may be submitted by both registered and beneficial shareholders who are entitled to vote at a meeting of shareholders, provided that (a) the

shareholder was a registered or beneficial owner, for at least six (6) months prior to the submission of the proposal, of voting shares at least equal to one percent (1%) of the total number of outstanding voting shares of the company or whose fair market value is at least $2,000, or (b) the proposal has the support of persons who in the aggregate have been the registered or beneficial owner of such number of voting shares for such period.

Requisition of Meetings

Both the CBCA and the OBCA permit the holders of not less than five percent (5%) of the issued shares that carry the right to vote at a meeting sought to be held to require the directors to call and hold a meeting of the shareholders of the corporation for the purposes stated in the requisition. If the directors do not call a meeting within 21 days of receiving the requisition, any shareholder who signed the requisition may call the meeting.

Sale of a Corporation's Undertaking

There are no significant differences between the CBCA and the OBCA with respect to the sale of a corporation's undertaking. Both the CBCA and the OBCA require approval of the holders of two-thirds ($^2/_3$) of the shares of a corporation represented at a duly called meeting to approve a sale, lease or exchange of all or substantially all of the property of a corporation. Each share of the corporation carries the right to vote in respect of a sale, lease or exchange of all or substantially all of the property of a corporation whether or not it otherwise carries the right to vote. Holders of shares of a class or series can vote separately only if that class or series is affected by the sale, lease or exchange in a manner different from the shares of another class or series.

Amendment to Charter Documents of a Corporation

Under both the CBCA and the OBCA substantive changes to the charter documents of a corporation require a resolution passed by not less than two-thirds ($^2/_3$) of the votes cast by the shareholders voting on the resolution authorizing the alteration and, where certain specified rights of the holders of a class of shares are affected differently by the alteration than the rights of the holders of other classes of shares, a resolution passed by not less than two-thirds of the votes cast by the holders of all of the shares of a corporation, whether or not they carry the right to vote, and a special resolution of each class, or series, as the case may be, even if such class or series is not otherwise entitled to vote.

Shareholder Approval of Amalgamation

A resolution to amalgamate a CBCA corporation or an OBCA corporation requires a special resolution passed by the holders of each class of shares or series of shares, whether or not such shares otherwise carry the right to vote, if such class or series of shares are affected differently.

Rights of Dissent

The OBCA provides that shareholders, including beneficial holders, who dissent from certain actions being taken by a corporation, may exercise a right of dissent and require the company to purchase the shares held by such shareholders at the fair value of such shares. The dissent right is applicable where the corporation proposes to, among other things:

- amend the articles to alter the restrictions on the issue, transfer or ownership of shares;
- amend the articles to alter restrictions on the powers of the corporation or on the business it is permitted to carry on;
- amalgamate with another corporation;
- authorize or ratify the sale, lease or other disposition of all or substantially all of the corporation's undertaking; and
- authorize the continuation of the corporation into a jurisdiction other than Ontario.

In addition to the foregoing, the CBCA expressly provides for dissent rights with respect to a going-private transaction or a squeeze-out transaction.

Oppression Remedies

Under both the CBCA and the OBCA, a shareholder, beneficial shareholder, former shareholder or beneficial shareholder, director, former director, officer or former officer of a corporation or any of its affiliates, or any other person who, in the discretion of a court, is a proper person to seek an oppression remedy, and in the case of an

offering corporation under the OBCA, the Ontario Securities Commission, may apply to a court for an order to rectify the matters complained of where, in respect of a corporation or any of its affiliates, any act or omission of a corporation or its affiliates effects a result, the business or affairs of a corporation or its affiliates are or have been exercised in a manner that is oppressive or unfairly prejudicial to, or that unfairly disregards the interest of, any security holder, creditor, director or officer.

The OBCA allows a court to grant relief where a prejudicial effect to the shareholder is merely threatened, whereas the CBCA only allows a court to grant relief if the effect actually exists (that is, it must be more than merely threatened). Under the CBCA, such remedy is also available to the director appointed under Section 260 of CBCA.

Shareholder Derivative Actions

A broad right to bring a derivative action is contained in each of the CBCA and the OBCA and this right extends to officers, former shareholders, directors or officers of a corporation or its affiliates, and any person who, in the discretion of the court, is a proper person to make an application to court to bring a derivative action. In addition, both statutes permit derivative actions to be commenced in the name and on behalf of a corporation or any of its subsidiaries.

Under the OBCA, a complainant is not required to give notice to the directors of the corporation of the complainant's intention to make an application to the court to bring a derivative action if all of the directors of the corporation are defendants in the action. Under the CBCA, a condition precedent to a complainant bringing a derivative action is that the complainant has given at least 14 days' notice to the directors of the corporation of the complainant's intention to make an application to the court to bring such a derivative action.

Under the CBCA, the director appointed under Section 260 of CBCA may also commence a derivative action.

Short Selling

Under the CBCA, insiders of a company are prohibited from short selling any securities of the company unless the insider selling the securities owns or has fully paid for the securities being sold. The OBCA contains no such prohibition.

Dissent Rights in respect of the Atacama Continuance

The following description of the rights of Continuance Dissenting Shareholders in connection with the Atacama Continuance is not a comprehensive statement of the procedures to be followed by a Continuance Dissenting Shareholder who seeks payment of the fair value of such Atacama Shares and is qualified in its entirety by the full text of Section 190 of the CBCA.

Registered Atacama Shareholders may exercise rights of dissent with respect to the Atacama Continuance Resolution pursuant to and in the manner set forth in Section 190 of the CBCA. Continuance Dissenting Shareholders must provide a written objection to the Atacama Continuance at the Atacama Meeting or to 25 Adelaide Street East, Suite 1900, Toronto, Ontario, M5C 3A1 at or prior to the Atacama Meeting and must otherwise strictly comply with the dissent procedures set out in Section 190 of the CBCA. Atacama Shareholders who vote (or instruct such shareholder's proxyholder to vote) their Atacama Shares in favour of the Atacama Continuance Resolution are not entitled to exercise dissent rights in respect of such Atacama Shares in connection with the Atacama Continuance.

Upon sending notice to Atacama demanding payment for the Atacama Shares held by such Continuance Dissenting Shareholder in the form prescribed by the CBCA and within 20 days after receiving notice from Atacama that the Atacama Continuance Resolution has passed or, if such Continuance Dissenting Shareholder does not receive such notice, within 20 days after learning that the Atacama Continuance Resolution has been adopted, the Continuance Dissenting Shareholders shall cease to have any rights as an Atacama Shareholder and shall only be entitled to be paid by Atacama the fair value of the Atacama Shares that were held by such Continuance Dissenting Shareholders immediately prior to the effective time of the Atacama Continuance.

Beneficial holders of Atacama Shares who wish to dissent should be aware that only the registered holders of the Atacama Shares are entitled to dissent. Accordingly, a non-registered Atacama Shareholder desiring to exercise their Continuance Dissent Rights must make arrangements for the registered holder of their Atacama Shares to dissent on his or her behalf. See "*General Information Regarding the Atacama Meeting – Voting by Non-Registered Holders*".

The text of Section 190 of the CBCA is set out in Appendix "M" to this Circular. Atacama Shareholders who wish to exercise Continuance Dissent Rights should seek legal advice, as failure to adhere strictly to

the requirements set out in Section 190 of the CBCA may result in the loss or unavailability of any Continuance Dissent Rights.

THE AMALCO INCENTIVE PLANS

In connection with the Arrangement, Rio2 and Atacama determined that it is desirable for Amalco to implement a new incentive stock option and share incentive plans under which Amalco Options and Amalco Share Awards can be awarded in order to attract, retain and motivate key directors, officers, employees and consultants and to enable Amalco to remain competitive in the marketplace. In contemplation of the successful completion of the Arrangement, Atacama Shareholders and Rio2 Shareholders will be asked to approve the Amalco Incentive Plans at the Atacama Meeting and the Rio2 Meeting, respectively. Copies of the Amalco Stock Option Plan and the Amalco Share Award Plan are attached hereto as Appendix "K" and Appendix "L", respectively.

Other than as disclosed in this Circular, the Amalco Incentive Plans will supersede all existing executive-based compensation plans of Rio2 and Atacama. The existing Atacama Options, Rio2 Options and Rio2 Share Awards will remain outstanding pursuant to their terms.

In order for the Amalco Incentive Plans to be adopted by Amalco on completion of the Arrangement, the Atacama Amalco Incentive Plans Resolution must be approved by a simple majority of the votes cast by Atacama Shareholders and the Rio2 Amalco Incentive Plans Resolution must be approved by a simple majority of the votes cast by Rio2 Shareholders,

Accordingly, at the Atacama Meeting, Atacama Shareholders will be asked to consider and, if thought advisable, to approve with or without amendment, as an ordinary resolution, the Atacama Amalco Incentive Plans Resolution and, at the Rio2 Meeting, Rio2 Shareholders will be asked to consider and, if thought advisable, to approve with or without amendment, as an ordinary resolution, the Rio2 Amalco Incentive Plans Resolution, in each case, approving and adopting the Amalco Incentive Plans for the amalgamated company on completion of the Arrangement.

The TSXV has conditionally approved the Amalco Incentive Plans, subject to receipt of, among other things, evidence of Atacama Shareholder approval and Rio2 Shareholder approval.

Approval of Atacama Shareholders Required for Atacama Amalco Incentive Plans Resolution

At the Atacama Meeting, Atacama Shareholders will be asked to consider and, if thought advisable, to approve with or without amendment, as an ordinary resolution, the Atacama Amalco Incentive Plans Resolution approving and adopting the Amalco Incentive Plans for the amalgamated company on completion of the Arrangement. The full text of the Atacama Amalco Incentive Plans Resolution is set out in Appendix "D" to this Circular. In order for the Atacama Amalco Incentive Plans Resolution to be effective it must be approved by a simple majority of the votes cast by Atacama Shareholders.

Recommendation of the Atacama Board

The Atacama Board unanimously recommends that Atacama Shareholders vote FOR the Atacama Amalco Incentive Plans Resolution.

Approval of Rio2 Shareholders Required for Rio2 Amalco Incentive Plans Resolution

At the Rio2 Meeting, Rio2 Shareholders will be asked to consider and, if thought advisable, to approve with or without amendment, as an ordinary resolution, the Rio2 Amalco Incentive Plans Resolution approving and adopting the Amalco Incentive Plans for the amalgamated company on completion of the Arrangement. The full text of the Rio2 Amalco Incentive Plans Resolution is set out in Appendix "F" to this Circular. In order for the Rio2 Amalco Incentive Plans Resolution to be effective it must be approved by a simple majority of the votes cast by Rio2 Shareholders.

Recommendation of the Rio2 Board

The Rio2 Board unanimously recommends that Rio2 Shareholders vote FOR the Rio2 Amalco Incentive Plans Resolution.

Summary of Amalco Incentive Plans

Summary of the Amalco Share Incentive Plan

The principal purposes of the Amalco Share Incentive Plan will be: (i) to retain and attract the qualified directors, officers, employees and other service providers that Amalco requires; (ii) to promote a proprietary interest in Amalco by such persons and to encourage such persons to remain in Amalco's employ and put forth maximum efforts for the success of Amalco's business; and (iii) to focus Amalco's management on operating and financial performance and long-term total shareholder return.

The Amalco Share Incentive Plan is also intended to maintain Amalco's competitiveness within the mining industry and to facilitate the achievement of Amalco's long-term goals. In addition, this incentive-based compensation program is intended to reward Amalco's directors, officers, employees and other service providers for meeting certain pre-defined operational and financial goals which have been identified for increasing long-term total shareholder return.

The Amalco Share Incentive Plan will be administered by the Board of Directors of Amalco, although the Board of Directors of Amalco will have the authority to appoint a committee of the Board of Directors of Amalco to administer the Amalco Share Incentive Plan.

Two types of share awards may be granted under the Amalco Share Incentive Plan: time-based awards and performance-based awards. In determining the persons to whom awards may be granted, the number of Amalco Shares to be covered by each award and the allocation of the award between time-based awards and performance-based awards, the Board of Directors of Amalco may take into account such factors as it shall determine in its sole discretion, including any one or more of the following factors:

- compensation data for comparable benchmark positions among Amalco's peer comparison group;
- the duties, responsibilities, position and seniority of the grantee;
- various corporate performance measures for the applicable period compared with internally established performance measures approved by Amalco's Board of Directors and/or similar performance measures of members of Amalco's peer comparison group for such period;
- the individual contributions and potential contributions of the grantee to Amalco's success;
- any bonus payments paid or to be paid to the grantee in respect of his or her individual contributions and potential contributions to Amalco's success;
- the fair market value or current market price of the Amalco Shares at the time of such award; and
- such other factors as the Board of Directors of Amalco deems relevant in its sole discretion in connection with accomplishing the purposes of the Amalco Share Incentive Plan.

Each time-based award will entitle the holder to an amount computed by the value of a notional number of Amalco Shares designated in the award (plus dividend equivalents). Each performance-based award will entitle the holder to an amount computed by the value of a notional number of Amalco Shares designated in the award (plus dividend equivalents) multiplied by a payout multiplier.

The payout multiplier for performance-based awards will be determined by the Board of Directors of Amalco based on an assessment of the achievement of predefined corporate performance measures in respect of the applicable period. These corporate performance measures may include: relative total shareholder return; activities related to Amalco's growth; share price performance, and the execution of Amalco's strategic plan and such additional measures as the Board of Directors of Amalco considers appropriate in the circumstances. The payout multiplier for a particular period will be determined by Amalco's Board of Directors from time to time but is expected to not exceed a multiplier of 2. On the payment date, the award amount shall also be adjusted for any dividends declared after the initial grant date.

The Amalco Share Incentive Plan contains the following restrictions:

(a) the aggregate number of awards that could be issued to any single holder shall not exceed 1% of the aggregate number of issued and outstanding Amalco Shares (including Amalco Shares issuable upon exchange of exchangeable shares of Amalco and/or other fully paid securities exchangeable into Amalco Shares) ("**Total Amalco Shares**") in any 12-month period (unless Amalco has obtained disinterested shareholder approval);

(b) the aggregate number of awards that could be issued to Insiders (as defined by the applicable Stock Exchange) shall not exceed two percent (2%) of the Total Amalco Shares in any 12-month period (unless Amalco has obtained disinterested shareholder approval);

(c) the maximum number of Amalco Shares that are issuable at any time under the Amalco Share Incentive Plan shall not exceed 1,823,033 Amalco Shares; and

(d) the number of Amalco Shares that are issuable at any time, under the Amalco Share Incentive Plan or when combined with all of Amalco's other security based compensation arrangements (including but not limited to the Amalco Stock Option Plan), shall not exceed 10% of the Total Amalco Shares.

Payment arrangements shall be as follows unless otherwise directed by the Board of Directors of Amalco: (i) as to one-third ($^1/_3$) of the award value of such award, on the first anniversary of the date of grant of the award; (ii) as to one-third ($^1/_3$) of the award value of such award, on the second anniversary of the date of grant of the award; and (iii) as to the remaining one-third ($^1/_3$) of the award value of such award, on the third anniversary of the date of grant of the award. If the holder is on a leave of absence before any of the payment dates, such payment date(s) shall be extended by that portion of the duration of the leave of absence that is in excess of three (3) months. In the event that any payment date falls during a black-out period, such payment date shall be amended to the date that is three (3) business days following the date the black-out is lifted. In the event of a change of control (as defined in the Amalco Share Incentive Plan), the payment date for the award value of those incentive awards that have not yet been paid as of such time shall be the closing date of the change of control and the payout multiplier applicable to any performance-based awards shall be determined by the Board of Directors of Amalco. In no event shall a payment date be later than December 15th of the third year following the year in which the award was granted.

On the payment date, Amalco will have sole and absolute discretion in settling the value of the notional Amalco Shares underlying the award, by any of the following methods or by a combination of such methods: (i) payment in Amalco Shares issued from treasury; (ii) payment in cash; or (iii) payment in Amalco Shares acquired by Amalco on a stock exchange. The Amalco Share Incentive Plan does not contain any provisions for financial assistance by Amalco in respect of any awards granted thereunder.

Unless otherwise determined by the Board of Directors of Amalco or unless otherwise provided in an award agreement pertaining to a particular award or any written employment or consulting agreement, the following provisions apply in the event that a holder ceases to be a director, officer, employee or other service provider:

Death or Disability – In the case of the death or disability of a holder, all outstanding awards have been made and which have vested shall be terminated on earlier of: (i) the expiry date of the applicable award; and (ii) date that is six months from the date of death or disability. In the case of the death of a grantee, the rights of the grantee, if any, shall pass by the grantee's will or by the laws of descent and distribution. All awards which have not vested at the date of death or disability shall immediately terminate and, in the case of a holder who is not a director or officer, Amalco's Chief Executive Officer and the Board of Directors of Amalco in all other cases, taking into consideration the performance of such grantee and Amalco's performance since the date of grant of the award(s), may determine the payout multiplier to be applied to any performance awards held by the holder.

Other Termination – In all other cases, all outstanding awards which have vested shall be terminated and all rights to receive Amalco Shares thereunder shall be forfeited by the holder effective as of the date that is 30 days from the cessation date, provided that, upon the termination of any employee for cause, Amalco's Board of Directors may, in its sole discretion, determine that all outstanding vested awards shall immediately terminate and become null and void. All awards which have not vested at the cessation date shall immediately terminate and become null and void.

Except in the case of death, the right to receive Amalco Shares pursuant to an award granted to a holder may only be exercised personally. Except as otherwise provided in the Amalco Share Incentive Plan, no assignment, sale, transfer, pledge or charge of an award, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such award whatsoever in any assignee or transferee and, immediately upon any assignment, sale, transfer, pledge or charge or attempt to assign, sell, transfer, pledge or charge, such award shall terminate and be of no further force or effect.

The Amalco Share Incentive Plan and any awards granted pursuant thereto may, subject to any required approval of the TSXV, be amended, modified or terminated without the approval of the Amalco shareholders. Notwithstanding the foregoing, the Amalco Share Incentive Plan or any award may not be amended without the approval of the Amalco shareholders to: (a) increase the percentage of Amalco Shares reserved for issuance pursuant to awards in excess of the limit currently prescribed; (b) extend the expiry date of any awards held by

insiders; (c) permit a grantee to transfer awards to a new beneficial holder other than for estate settlement purposes; (d) change the limitations on the granting of awards described above; and (e) change the amending provision of the Amalco Share Incentive Plan.

The Amalco Share Incentive Plan contains anti-dilution provisions which allow the Board of Directors of Amalco to make such adjustments to the Amalco Share Incentive Plan, to any awards as the Board of Directors of Amalco may, in its sole discretion, consider appropriate in the circumstances to prevent dilution or enlargement of the rights granted to holders thereunder.

The summary is qualified in its entirety by reference to the full text of the Amalco Share Incentive Plan, a copy of which is attached as Appendix "L" to this Circular.

Summary of the Amalco Stock Option Plan

The purpose of the Amalco Stock Option Plan will be to provide incentive compensation to directors, officers, employees and consultants of Amalco and its subsidiaries as well as to assist Amalco and its subsidiaries in attracting, motivating and retaining qualified directors, management personnel and consultants. In addition, the Amalco Stock Option Plan will provide incentive for participants' efforts to promote the growth and success of the business of Amalco. The Amalco Stock Option Plan will be administered by the Board of Directors of Amalco, or committee thereof, which will designate, from time to time, the recipients of grants and the terms and conditions of each grant, in each case in accordance with applicable securities laws and stock exchange requirements.

The Amalco Stock Option Plan limits the total number of Amalco Shares that may be issued on exercise of Amalco Options outstanding at any time under the Amalco Stock Option Plan to ten percent (10%) of the number of Amalco Shares outstanding from time to time (which equals to 10,284,057 Amalco Shares based on 102,840,572 Amalco Shares issued and outstanding as of the Effective Date), subject to the following additional limitations:

(a) no single participant may be granted Amalco Options to purchase a number of Amalco Shares equaling more than 5% of the issued Amalco Shares in any 12-month period unless Amalco has obtained disinterested shareholder approval in respect of such grant and meets the requirements of any stock exchange on which the Amalco' Shares are then listed (a "**Stock Exchange**");

(b) in the aggregate, no more than 10% of the issued and outstanding Amalco Shares (on a non-diluted basis) may be reserved at any time for Insiders (including an associate of an Insider) under the Amalco Stock Option Plan, together with all other security based compensation arrangements of Amalco; and

(c) the number of securities of Amalco issued to Insiders, within any one year period, under all security based compensation arrangements, cannot exceed ten percent (10%) of the issued and outstanding Amalco Shares.

Pursuant to the requirements of the TSXV, the Amalco Stock Option Plan is required to be approved by holders of Amalco Shares every year.

The exercise price of any Amalco Options shall be determined by the Board of Directors of Amalco, subject to Stock Exchange approval (if required), at the time such Amalco Options are granted. In no event shall such exercise price be lower than the lesser of: (a) the closing price of the Amalco Shares prior to the date of the grant, and (b) the exercise price permitted by the Stock Exchange. Subject to any vesting restrictions imposed by the Stock Exchange, the Board of Directors of Amalco may, in its sole discretion, determine the time during which Amalco Options shall vest and the method of vesting, or that no vesting restriction shall exist.

The Amalco Stock Option Plan also includes a black-out provision. Pursuant to the anticipated policies of Amalco respecting restrictions on trading, there will be a number of periods each year during which directors, officers and certain employees are precluded from trading in Amalco's securities. These periods are referred to as "black-out periods". A black-out period is designed to prevent a person from trading while in possession of material information that is not yet available to other shareholders. The regulatory authorities recognize these black-out periods might result in an unintended penalty to employees who are prohibited from exercising their Amalco Options during that period because of their company's internal trading policies. As a result, certain regulatory authorities have provided a framework for extending Amalco Options that would otherwise expire during a black-out period. The Amalco Stock Option Plan includes a provision that should an Amalco Option expiration date fall within a black-out period or immediately following a black-out period, the expiration date will automatically be extended for ten (10) business days following the end of the black-out period.

The maximum length of any Option shall be ten (10) years from the date the Option is granted. Notwithstanding the above, a participant's Amalco Options will expire one (1) year after a participant ceases to act for Amalco,

other than by reason of death. Amalco Options of a participant that provides investor relations activities will expire 30 days after the cessation of the participant's services to Amalco. In the event of the death of a participant, the participant's estate shall have 12 months in which to exercise the outstanding Amalco Options. If a participant ceases to be a director, officer, employee of, or consultant to, Amalco for cause, any granted but unexercised Amalco Options shall terminate and become null and void immediately. The Amalco Options are not assignable, other than by reason of death.

If the number of outstanding Amalco Shares are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of Amalco or another corporation or entity through a reorganization, amalgamation, arrangement, merger, re-capitalization, re-classification, stock dividend, subdivision, consolidation or similar transaction, or in case of any transfer of all or substantially all of the assets or undertaking of Amalco to another entity (any of which being, a "**Reorganization**"), any adjustments relating to the Amalco Shares subject to Amalco Options or issued on exercise of Amalco Options and the exercise price per Amalco Share shall be adjusted by the Board of Directors of Amalco, in its sole and absolute discretion, provided that a participant shall be thereafter entitled to receive the amount of securities or property (including cash) to which such participant would have been entitled to receive as a result of such Reorganization if, on the effective date thereof, he had been the holder of the number of Amalco Shares to which he was entitled upon exercise of his Amalco Option(s). The Amalco Stock Option Plan provides for cashless exercise but does not provide for any financial assistance from Amalco to facilitate the exercise of Amalco Options.

Under the rules and policies of certain stock exchanges, an option plan should have proper amendment provisions which specifies whether shareholder approval is required for a type of amendment and such amendment procedure must be approved by shareholders. The amendment provisions of the Amalco Stock Option Plan will allow the Board of Directors of Amalco to terminate or discontinue the Amalco Stock Option Plan at any time without the consent of the option holders provided that such termination or discontinuance shall not result in a material adverse change to the terms of any Amalco Options granted under the Amalco Stock Option Plan. The Board of Directors of Amalco may not amend the Amalco Stock Option Plan and any Amalco Options granted under it without further shareholder approval, to the extent that such amendments relate to among other things:

(1) reducing the exercise price of an Amalco Option;

(2) canceling any Amalco Options previously granted and re-issuing such Amalco Options;

(3) extending the original expiry date of an Amalco Option;

(4) amending the limitations on the maximum number of Amalco Shares reserved or issued to Insiders;

(5) amending the limitations on the maximum number of Amalco Shares reserved or issued to non-management directors;

(6) increasing the maximum number of Amalco Options issuable pursuant to the Amalco Stock Option Plan;

(7) making any amendment to the Amalco Stock Option Plan that would permit a optionee to transfer or assign Amalco Options to a new beneficial holder other than in the case of death of the optionee; or

(8) amend the amendment provisions of the Amalco Stock Option Plan.

In the cases of (1), (2), (3) and (4) above, the votes attached to Amalco Shares held directly or indirectly by Insiders benefiting from the amendments will be excluded. The foregoing amendments to the Amalco Stock Option Plan are subject to disinterested shareholder approval.

The summary is qualified in its entirety by reference to the full text of the Amalco Stock Option Plan, a copy of which is attached as Appendix "K" to this Circular.

THE RIO2 FINANCING

The Rio2 Financing was completed on May 31, 2018 by the issue of 10,000,000 Rio2 Subscription Receipts at the price of $1.00 per Rio2 Subscription Receipt for aggregate gross proceeds of $10,000,000.

Under the Underwriting Agreement, the Underwriters agreed to purchase for resale to substituted purchasers an aggregate of 10,000,000 Rio2 Subscription Receipts at a price of $1.00 per Rio2 Subscription Receipt, on and subject to the terms and condition of the Underwriting Agreement.

Each Rio2 Subscription Receipt will, upon the satisfaction of certain escrow conditions, be automatically converted (for no further consideration and with no further action on the part of the holder thereof) into one Rio2 Share. The Rio2 Shares into which the Rio2 Subscription Receipts are converted will then participate in the Arrangement on the same basis as the other Rio2 Shares and be exchanged for 0.6667 of an Amalco Share.

The Rio2 Subscription Receipts were issued pursuant to a subscription receipt agreement (the "**Rio2 Subscription Receipt Agreement**") entered into among Rio2, the Underwriters and Computershare Trust Company of Canada. Pursuant to the Rio2 Subscription Receipt Agreement, the gross proceeds from the Rio2 Financing (less 1/2 of the Underwriters' cash commission and the Underwriters' expenses) (the "**Escrowed Funds**") are being held in escrow pending satisfaction of the certain release conditions, including: (a) the satisfaction or waiver of each of the conditions precedent to the Arrangement, without amendment or waiver in a manner that would be materially adverse to Rio2; and (b) the receipt of all required shareholder, third party (as applicable) and regulatory approvals in connection with the Arrangement, including the conditional acceptance by the TSXV of the listing of the Amalco Shares on the TSXV.

Upon satisfaction of the Escrow Release Conditions, the Escrowed Funds, together with any interest earned thereon, will be released to Rio2. If the Escrow Release Conditions have not been satisfied by 5:00 p.m. (EST) on August 31, 2018, the Rio2 Subscription Receipts will be deemed to be cancelled and holders of Rio2 Subscription Receipts will receive a cash amount equal to the offering price of the Rio2 Subscription Receipts and any interest that has been earned on the Escrowed Funds.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the material Canadian federal income tax considerations under the Tax Act relating to the Arrangement generally applicable to Rio2 Shareholders and Atacama Shareholders who, for purposes of the Tax Act, and at all relevant times, hold their Rio2 Shares or Atacama Shares, as the case may be, and will hold their Amalco Shares as capital property and deal at arm's length with, and are not affiliated with, Rio2, Atacama and Amalco. Rio2 Shares, Atacama Shares and Amalco Shares will generally be considered to be capital property to a shareholder unless such securities are held by the holder in the course of carrying on a business of trading or dealing in securities, or were acquired in one or more transactions considered to be an adventure or concern in the nature of trade. Certain shareholders who are resident in Canada for purposes of the Tax Act and whose Rio2 Shares, Atacama Shares and Amalco Shares might not otherwise qualify as capital property, may, in certain circumstances, be entitled to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have every "Canadian security" (as defined in the Tax Act) owned by such Rio2 Shareholder, Atacama Shareholder and holder of Amalco Shares in the taxation year of the election and in all subsequent taxation years deemed to be capital property. Each Rio2 Shareholder or Atacama Shareholder should consult their own tax advisors for advice with respect to whether an election under subsection 39(4) of the Tax Act is available or advisable in their particular circumstances.

This summary does not apply to a shareholder: (i) that is a "financial institution", for the purposes of the mark-to-market rules in the Tax Act, (ii) that is an interest in which is a "tax shelter investment" (as defined in the Tax Act), (iii) that is a "specified financial institution" (as defined in the Tax Act), (iv) that has made a "functional currency" election under section 261 of the Tax Act, (v) who acquired Rio2 Shares or Atacama Shares on the exercise of employee stock options, (vi) that has entered into or will enter into a "derivative forward agreement" (as defined in the Tax Act) with respect to the Rio2 Shares, Atacama Shares or Amalco Shares, (vii) that holds Rio2 Shares or Atacama Shares or will hold Amalco Shares as part of a "dividend rental arrangement" (as defined in the Tax Act), or (viii) that is a corporation resident in Canada that is, or becomes, or does not deal at arm's length for purposes of the Tax Act with a corporation resident in Canada that is or becomes, as part of a transaction or event or series of transactions or events that includes the Arrangement, controlled by a non-resident corporation for the purposes of the rules in section 212.3 of the Tax Act. Any such shareholder should consult its own tax advisor with respect to the Arrangement.

This summary is based upon the provisions of the Tax Act in force as of the date hereof, all specific proposals to amend the Tax Act that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**"), and the current administrative policies and assessing practices of the Canada Revenue Agency (the "**CRA**") published in writing by it prior to the date hereof. This summary assumes the Proposed Amendments will be enacted in the form currently proposed, however, no assurance can be given that the Proposed Amendments will be enacted in the form currently proposed, if at all.

This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to the Arrangement. Except for the Proposed Amendments, this summary does not take into account or anticipate any

other changes in law or any changes in the CRA's administrative policies and assessing practices, whether by judicial, governmental or legislative action or decision, nor does it take into account other federal or any provincial, territorial or foreign tax legislation or considerations, which may differ from the Canadian federal income tax considerations described herein.

This summary is of a general nature only and is not intended to be, and should not be construed to be, legal, business or tax advice to any particular Rio2 Shareholder or Atacama Shareholder. Rio2 Shareholders and Atacama Shareholders should consult their own tax advisors as to the tax consequences to them of the Arrangement.

Atacama Continuance

No disposition or acquisition of Atacama Shares will occur and Atacama Shareholders (other than Continuance Dissenting Shareholders) will not realize any gain or loss upon the Atacama Continuance from the CBCA to the OBCA.

Shareholders Resident in Canada

This portion of the summary is applicable to a Rio2 Shareholder and an Atacama Shareholder who is resident, or deemed to be resident, in Canada for the purposes of the Tax Act and any applicable income tax convention (a "**Resident Shareholder**").

Arrangement - Exchange of Rio2 Shares and Atacama Shares

Under the Arrangement, a Resident Shareholder (other than a Dissenting Shareholder) generally will be deemed to have disposed of the Rio2 Shares or the Atacama Shares, as the case may be, for proceeds of disposition equal to the Resident Shareholder's adjusted cost base thereof immediately prior to the Arrangement. In such circumstances, such Resident Shareholders will not realize a capital gain (or a capital loss) as a result of the disposition of the Rio2 Shares or the Atacama Shares, as the case may be, upon the Arrangement. A Resident Shareholder shall be deemed to have acquired the Amalco Shares at a cost equal to the Resident Shareholder's adjusted cost base of the Rio2 Shares or the Atacama Shares, as the case may be, immediately before the Arrangement.

Dissenting Shareholders Resident in Canada

A Resident Shareholder that is a Dissenting Shareholder (a "**Dissenting Resident Shareholder**") will be entitled, if the Arrangement becomes effective, to receive from Amalco the fair value of the Rio2 Shares or the Atacama Shares, as the case may be, held by such Dissenting Resident Shareholder. Based on the current administrative practice of the CRA, a Dissenting Resident Shareholder who, pursuant to the exercise of Dissent Rights, disposes of Rio2 Shares or Atacama Shares, as the case may be, in consideration for a cash payment from Amalco in respect of such shares will be considered to have disposed of such shares for proceeds of disposition equal to the amount of the payment (exclusive of interest) received by the Dissenting Resident Shareholder. A Dissenting Resident Shareholder may realize a capital gain or sustain a capital loss in respect of such disposition. See "*Certain Canadian Federal Income Tax Considerations – Shareholders Resident in Canada – Taxation of Capital Gains and Capital Losses*" below for a general discussion of the treatment of capital gains and capital losses under the Tax Act.

A Dissenting Resident Shareholder who receives interest on a payment received in respect of the fair value of the Dissenting Resident Shareholder's Rio2 Shares or the Atacama Shares, as the case may be, will be required to include the full amount of such interest in income. In addition, a Dissenting Resident Shareholder that is, throughout the relevant taxation year, a "Canadian-controlled private corporation", as defined in the Tax Act, may be liable for to pay an additional refundable tax on its investment income, including interest income.

Dissenting Resident Shareholders should consult their own tax advisors with respect to the Canadian federal income tax consequences of exercising their Dissent Rights.

Dividends on Amalco Shares

In the case of a Resident Shareholder who is an individual, dividends received or deemed to be received on the Amalco Shares will be included in computing the Resident Shareholder's income and will be subject to the gross-up and dividend tax credit rules that apply to taxable dividends received from taxable Canadian corporations. Provided that appropriate designations are made by Amalco, any such dividend will be treated as an "eligible dividend" for the purposes of the Tax Act and a Resident Shareholder who is an individual will be entitled to an

enhanced dividend tax credit in respect of such dividend. There may be limitations on Amalco's ability to designate dividends and deemed dividends as eligible dividends.

Dividends received or deemed to be received on the Amalco Shares by a Resident Shareholder that is a corporation will be required to be included in computing the corporation's income for the taxation year in which such dividends are received, but such dividends will generally be deductible in computing the corporation's taxable income. In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received by a Resident Shareholder that is a corporation as proceeds of disposition or a capital gain. Resident Shareholders that are corporations should consult their own tax advisors having regard to their own circumstances.

A Resident Shareholder that is a "private corporation" or a "subject corporation" (each as defined in the Tax Act) may be liable under Part IV of the Tax Act to pay a refundable tax on dividends received or deemed to be received on the Amalco Shares to the extent that such dividends are deductible in computing the Resident Shareholder's taxable income for the taxation year.

Dividends received by a Resident Shareholder who is an individual (including certain trusts) may result in such Resident Shareholder being liable for minimum tax under the Tax Act. Resident Shareholders who are individuals should consult their own tax advisors in this regard.

Disposition of Amalco Shares

On the disposition or deemed disposition of Amalco Shares by a Resident Shareholder, the Resident Shareholder will generally realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition in respect of such Amalco Shares, net of any reasonable costs of disposition, exceed (or are exceeded by) the adjusted cost base of the Amalco Shares to the Resident Shareholder. Refer to "*Certain Canadian Federal Income Tax Considerations - Shareholders Resident in Canada - Taxation of Capital Gains and Capital Losses*" below.

Taxation of Capital Gains and Capital Losses

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

Minimum Tax and Refundable Tax

In general terms, a capital gain realized by a Resident Shareholder who is an individual or trust (other than certain specified trusts) may increase the Resident Shareholder's liability for alternative minimum tax.

A Resident Shareholder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional refundable tax, on certain investment income for the year, including amounts in respect of interest and taxable capital gains.

Shareholders Not Resident in Canada

The following portion of this summary is generally applicable to a Rio2 Shareholder and to an Atacama Shareholder who at all relevant times, for purposes of the Tax Act, and any applicable income tax or convention (i) is not resident in Canada or is deemed not to be resident in Canada, (ii) does not use or hold and is not deemed to use or hold his, her or its Rio2 Shares in, or in the course of carrying on, a business in Canada, (iii) is not a person who carries on an insurance business in Canada and elsewhere, and (iv) is not an "authorized foreign bank" (as defined in the Tax Act) (a "**Non-Resident Shareholder**").

Arrangement - Exchange of Rio2 Shares and Atacama Shares

Under the Arrangement, a Non-Resident Shareholder (other than a Rio2 Dissenting Shareholder and an Atacama Dissenting Shareholder) will be deemed to have disposed of his, her or its Rio2 Shares or Atacama Shares, as the case may be, upon the Arrangement and will generally be subject to the same Canadian income tax consequences as a Resident Shareholder who receives Amalco Shares in exchange for Rio2 Shares or Atacama Shares, as the case may be, upon the Arrangement as described above under the heading "*Certain Canadian*

Federal Income Tax Considerations – Shareholders Resident in Canada – Arrangement – *Exchange of Rio2 Shares and Atacama Shares*".

Dissenting Non-Resident Shareholders

A Non-Resident Shareholder that is a Dissenting Shareholder (a "**Dissenting Non-Resident Shareholder**") will be entitled, if the Arrangement becomes effective, to receive from Amalco the fair value of the Rio2 Shares or Atacama Shares, as the case may be, held by such Dissenting Non-Resident Shareholder. Based on the current administrative practice of the CRA, a Non-Resident Shareholder who, pursuant to the exercise of Dissent Rights, disposes of Rio2 Shares or Atacama Shares, as the case may be, in consideration for a cash payment from Amalco in respect of such shares will be considered to have disposed of such shares for proceeds of disposition equal to the amount of the payment (exclusive of interest) received by the Dissenting Non-Resident Shareholder and will realize a capital gain (or a capital loss) equal to the amount by which such cash payment (exclusive of interest) exceeds (or is exceeded by) the adjusted cost base of such shares to the Dissenting Non-Resident Shareholder. A Dissenting Non-Resident Shareholder will generally not be liable for tax under the Tax Act in respect of any capital gain or be entitled to claim a capital loss realized on a disposition of Rio2 Shares or Atacama Shares, as the case may be, unless such shares are or are deemed to be "taxable Canadian property" to such Dissenting Non-Resident Shareholder and the Dissenting Non-Resident Shareholder is not entitled to relief under an applicable tax convention between Canada and the Dissenting Non-Resident Shareholder's country of residence. See discussion below under the heading "Certain Canadian Federal Income Tax Considerations – *Shareholders Not Resident in Canada – Disposition of Amalco Shares*."

An amount paid in respect of interest awarded by the court to a Dissenting Non-Resident Shareholder will not be subject to Canadian withholding tax.

Dissenting Non-Resident Shareholders should consult their own tax advisors with respect to the Canadian federal income tax consequences of exercising their Dissent Rights.

Dividends on Amalco Shares

Dividends paid or credited or deemed to be paid or credited to a Non-Resident Shareholder on the Amalco Shares will be subject to Canadian withholding tax. The Tax Act imposes withholding tax at a rate of 25% on the gross amount of the dividend, although such rate may be reduced by virtue of an applicable tax treaty. For example, under the Canada-United States Tax Convention (1980), as amended, (the "**Treaty**") where dividends on the Amalco Shares are considered to be paid to a Non-Resident Shareholder that is the beneficial owner of the dividends and is a U.S. resident for the purposes of, and is entitled to all of the benefits of, the Treaty, the applicable rate of Canadian withholding tax is generally reduced to 15%. Amalco will be required to withhold the applicable withholding tax from any dividend and remit it to the Canadian government for the Non-Resident Shareholder's account.

Disposition of Amalco Shares

A Non-Resident Shareholder who disposes of or is deemed to have disposed of an Amalco Share will not be subject to income tax under the Tax Act unless the Amalco Share is, or is deemed to be, "taxable Canadian property" (as defined in the Tax Act) of the Non-Resident Shareholder at the time of disposition and the Non-Resident Shareholder is not entitled to relief under an applicable income tax treaty or convention between Canada and the country of residence of the Non-Resident Shareholder.

Generally, provided that the Amalco Shares are, at the time of disposition, listed on a "designated stock exchange" (which currently includes the TSXV), the Amalco Shares will not constitute taxable Canadian property of a Non-Resident Shareholder unless, at any time during the 60-month period immediately preceding the disposition the following two conditions were met: (i) 25% or more of the issued Amalco Shares of any class or series of the capital stock of Amalco were owned by one or any combination of (a) the Non-Resident Shareholder, (b) persons with whom the Non-Resident Shareholder did not deal at arm's length (for the purposes of the Tax Act), and (c) partnerships in which the Non-Resident Shareholder or a person described in (b) holds a membership interest directly or indirectly through one or more partnerships, and (ii) more than 50% of the fair market value of the Amalco Shares was derived, directly or indirectly, from one or any combination of: (a) real or immovable property situated in Canada, (b) Canadian resource property (as defined in the Tax Act), (c) timber resource property (as defined in the Tax Act) or (d) options in respect of, or interests in any of, the foregoing property, whether or not such property exists. Non-Resident Shareholders for whom the Amalco Shares are, or may be, taxable Canadian property should consult their own tax advisors.

In the event that an Amalco Share constitutes taxable Canadian property of a Non-Resident Shareholder and any capital gain that would be realized on the disposition thereof is not exempt from tax under the Tax Act pursuant to

an applicable income tax treaty or convention, the income tax consequences discussed above for Resident Shareholders under "*Certain Canadian Federal Income Tax Considerations – Shareholders Resident in Canada – Disposition of Amalco Shares*" will generally apply to the Non-Resident Shareholder. Non-Resident Shareholders should consult their own tax advisor in this regard.

ELIGIBILITY FOR INVESTMENT

Based on current provisions of the Tax Act in force on the date hereof and any specific proposals to amend the Tax Act publicly announced prior to the date hereof, and subject to the terms of any particular plan or accounts, the Amalco Shares will be "qualified investments" under the Tax Act for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan, a registered disability savings plan, a tax-free savings account (each a "**Registered Plan**") or a deferred profit sharing plan, each as defined in the Tax Act, provided that the Amalco Shares are listed on a designated stock exchange within the meaning of the Tax Act (which currently includes the TSXV) or Amalco is otherwise a "public corporation" (within the meaning of the Tax Act).

Notwithstanding the foregoing, the annuitant, holder or subscriber of a Registered Plan, as the case may be, (collectively, "**Registered Holders**") will be subject to a penalty tax if the Amalco Shares held in a Registered Plan are a "prohibited investment" for the purpose of the Tax Act. The Amalco Shares will generally be a "prohibited investment" for a particular Registered Plan if a Registered Holder in respect thereof has a "significant interest" (as defined in the Tax Act) in Amalco or does not deal at arm's length with Amalco for the purposes of the Tax Act. The Amalco Shares will not be a prohibited investment if they are "excluded property" as defined in the Tax Act for trusts governed by a Registered Plan.

This summary is of a general nature only and is not, and is not intended to be, legal or tax advice to any particular Rio2 Shareholder or Atacama Shareholder. Shareholders who intend to hold Amalco Shares in a Registered Plan should consult their own tax advisors having regard to their own particular circumstances.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a general summary of certain U.S. federal income tax considerations applicable to: (a) a U.S. Holder of Rio2 Shares or Atacama Shares arising from the receipt of Amalco Shares pursuant to the Arrangement; and (b) a U.S. Holder of Amalco Shares regarding the ownership and disposition of the Amalco Shares received pursuant to the Arrangement. This summary is for general information purposes only and does not purport to be a complete analysis or listing of all potential U.S. federal income tax considerations that may apply to a U.S. Holder of Rio2 Shares or Atacama Shares as a result of the Arrangement or as a result of the ownership and disposition of Amalco Shares received pursuant to the Arrangement. In addition, this summary does not take into account the individual facts and circumstances of any particular U.S. Holder of Rio2 Shares or Atacama Shares that may affect the U.S. federal income tax consequences to such U.S. Holder, including specific tax consequences to a U.S. Holder under an applicable tax treaty. Accordingly, this summary is not intended to be, and should not be construed as, legal or U.S. federal income tax advice with respect to any U.S. Holder of Rio2 Shares or Atacama Shares. This summary does not address the U.S. federal alternative minimum, U.S. federal estate and gift, U.S. Medicare contribution, U.S. state and local, or non-U.S. tax consequences to a U.S. Holder of the Arrangement and the ownership and disposition of Amalco Shares. Except as specifically set forth below, this summary does not discuss applicable income tax reporting requirements. Each U.S. Holder of Rio2 Shares or Atacama Shares should consult its own tax advisor regarding all U.S. federal, U.S. state and local, and non-U.S. tax consequences of the Arrangement and the ownership and disposition of Amalco Shares.

No opinion from U.S. legal counsel or ruling from the Internal Revenue Service (the "**IRS**") has been requested, or will be obtained, regarding the U.S. federal income tax consequences of the Arrangement or the ownership and disposition of Amalco Shares received pursuant to the Arrangement. This summary is not binding on the IRS, and the IRS is not precluded from taking a position that is different from, or contrary to, the positions taken in this summary. In addition, because the authorities on which this summary is based are subject to various interpretations, the IRS and the U.S. courts could disagree with one or more of the positions taken in this summary.

This summary is based on the Code, U.S. Treasury Regulations (whether final, temporary, or proposed), published rulings of the IRS, published administrative positions of the IRS, the Canada-US Tax Treaty, and U.S. court decisions that are applicable and, in each case, in effect and available, as of the date of this Circular. Any of

the authorities on which this summary is based could be changed in a material and adverse manner at any time, and any such change could be applied on a retroactive or prospective basis which could affect the U.S. federal income tax considerations described in this summary. This summary does not discuss the potential effects, whether adverse or beneficial, of any proposed legislation that, if enacted, could be applied on a retroactive or prospective basis.

For purposes of this summary, the term "U.S. Holder" means a beneficial owner of Rio2 Shares or Atacama Shares (or, after the Arrangement, Amalco Shares) participating in the Arrangement or exercising Dissent Rights pursuant to the Arrangement that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust that (a) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons for all substantial decisions or (b) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

This summary does not address the U.S. federal income tax consequences of transactions effected prior or subsequent to, or concurrently with, the Arrangement (whether or not any such transactions are undertaken in connection with the Arrangement), including, without limitation, the following:

- any vesting, conversion, assumption, disposition, exercise, exchange, or other transaction involving any rights to acquire Rio2 Shares, Atacama Shares, or Amalco Shares; and
- any transaction, other than the Arrangement, in which Rio2 Shares, Atacama Shares, or Amalco Shares are acquired.

This summary does not address the U.S. federal income tax considerations of the Arrangement or the ownership and disposition of Amalco Shares received pursuant to the Arrangement to U.S. Holders that are subject to special provisions under the Code, including (except as otherwise specifically noted) U.S. Holders that: (a) are tax-exempt organizations, qualified retirement plans, individual retirement accounts, or other tax-deferred accounts; (b) are financial institutions, underwriters, insurance companies, real estate investment trusts, or regulated investment companies; (c) are broker-dealers, dealers, or traders in securities or currencies that elect to apply a mark-to-market accounting method; (d) have a "functional currency" other than the U.S. dollar; (e) own Rio2 Shares or Atacama Shares (or, after the Arrangement, Amalco Shares) as part of a straddle, hedging transaction, conversion transaction, constructive sale, or other arrangement involving more than one position; (f) acquired Rio2 Shares or Atacama Shares in connection with the exercise of employee stock options or otherwise as compensation for services; (g) hold Rio2 Shares or Atacama Shares (or after the Arrangement, Amalco Shares) other than as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment purposes); (h) own, directly, indirectly, or by attribution, 5% or more, by voting power or value, of the outstanding Rio2 Shares or Atacama Shares (or, after the Arrangement, Amalco Shares); (i) are required to accelerate the recognition of any item of gross income with respect to Rio2 Shares or Atacama Shares (or, after the Arrangement, Amalco Shares) as a result of such income being recognized on an applicable financial statement; and (j) acquired Rio2 Shares or Atacama Shares by gift or inheritance. This summary also does not address the U.S. federal income tax considerations applicable to U.S. Holders who are: (a) U.S. expatriates or former long-term residents of the U.S.; (b) persons that have been, are, or will be a resident or deemed to be a resident in Canada for purposes of the Tax Act; (c) persons that use or hold, will use or hold, or that are or will be deemed to use or hold Rio2 Shares or Atacama Shares (or, after the Arrangement, Amalco Shares) in connection with carrying on a business in Canada; (d) persons whose Rio2 Shares or Atacama Shares (or, after the Arrangement, Amalco Shares) constitute "taxable Canadian property" under the Tax Act; or (e) persons that have a permanent establishment in Canada for purposes of the Canada-US Tax Treaty. U.S. Holders that are subject to special provisions under the Code, including U.S. Holders described immediately above, should consult their own tax advisors regarding all U.S. federal, U.S. state and local, and non-U.S. tax consequences relating to the Arrangement and the ownership and disposition of Amalco Shares received pursuant to the Arrangement.

If an entity or arrangement that is classified as a partnership (including any other "pass-through" entity) for U.S. federal income tax purposes holds Rio2 Shares or Atacama Shares (or, after the Arrangement, Amalco Shares), the U.S. federal income tax consequences to such partnership and the partners (or owners) of such partnership of participating in the Arrangement and the ownership and disposition of Amalco Shares received pursuant to the

Arrangement generally will depend on the activities of the partnership and the status of such partners (or owners). This summary does not address the tax consequences to any such partnership or partner (or owner). Partners (or owners) of entities and arrangements that are classified as partnerships for U.S. federal income tax purposes should consult their own tax advisors regarding the U.S. federal income tax consequences of the Arrangement and the ownership and disposition of Amalco Shares received pursuant to the Arrangement.

U.S. Federal Income Tax Treatment of the Arrangement

Rio2 and Atacama currently intend to treat the Arrangement as a "reorganization" within the meaning of Section 368(a) of the Code (a "**Reorganization**"). However, there are numerous requirements for the Arrangement to qualify as a Reorganization. Accordingly, Rio2, Atacama and Amalco can provide no assurances to the U.S. Holders of Rio2 Shares or Atacama Shares that the Arrangement will qualify as a Reorganization or that the IRS or a U.S. court would not take a contrary view of the Arrangement. Neither Rio2 nor Atacama has sought or obtained either a ruling from the IRS or an opinion of counsel regarding any of the U.S. tax consequences of the Arrangement. Accordingly, there can be no assurance that the IRS will not challenge the status of the Arrangement as a Reorganization or that U.S. courts would uphold the status of the Arrangement as a Reorganization in the event of an IRS challenge. The tax consequences of the Arrangement qualifying as a Reorganization or as a taxable transaction are discussed below. U.S. Holders should consult their own tax advisors regarding the proper tax reporting of the Arrangement.

Tax Consequences if the Arrangement Qualifies as a Reorganization

If the Arrangement qualifies as a Reorganization, and the PFIC rules discussed below do not apply, then the following U.S. federal income tax consequences will apply to U.S. Holders who receive Amalco Shares pursuant to the Arrangement:

- a U.S. Holder of Rio2 Shares or Atacama Shares will not recognize gain or loss on the exchange of Rio2 Shares or Atacama Shares, as the case may be, for Amalco Shares;
- the aggregate tax basis of a U.S. Holder in the Amalco Shares acquired in the Arrangement will be equal to such U.S. Holder's aggregate tax basis in the Rio2 Shares or Atacama Shares, as the case may be, surrendered in exchange therefor;
- the holding period of a U.S. Holder for the Amalco Shares acquired in the Arrangement will include such U.S. Holder's holding period for the Rio2 Shares or Atacama Shares, as the case may be, surrendered in exchange therefor; and
- U.S. Holders that own 5% or more of Amalco after the Arrangement should consult their own tax advisors as to the treatment of the Arrangement to them, including the requirement that they enter into a "gain recognition agreement" with the IRS under Section 367 of the Code and the U.S. Treasury Regulations thereunder, as well as other information reporting requirements.

Tax Consequences if the Arrangement is a Taxable Transaction

If the Arrangement does not qualify as a Reorganization, and subject to the PFIC rules discussed below, then the following U.S. federal income tax consequences will apply to U.S. Holders who receive Amalco Shares pursuant to the Arrangement:

- a U.S. Holder of Rio2 Shares or Atacama Shares would recognize gain or loss in an amount equal to the difference, if any, between (A) the fair market value (expressed in U.S. dollars) of any Amalco Shares received in the Arrangement, and (B) the adjusted tax basis (expressed in U.S. dollars) of such U.S. Holder in the Rio2 Shares or Atacama Shares, as the case may be, exchanged pursuant to the Arrangement;
- the aggregate tax basis of the Amalco Shares received in the Arrangement would be equal to the fair market value of such shares on the date of receipt; and
- the holding period for the Amalco Shares received in the Arrangement would begin on the day after such shares are received.

Subject to the PFIC rules discussed below, any gain or loss described immediately above would be capital gain or loss, and would be long-term capital gain or loss if the holding period with respect to such Rio2 Shares or Atacama Shares, as the case may be, is more than one year as of the date of the Arrangement. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are no

preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to complex limitations under the Code.

Tax Consequences of the Arrangement if Rio2 or Atacama Is Classified as a PFIC

A U.S. Holder could be subject to special, adverse tax rules in respect of the Arrangement if Rio2 or Atacama, as the case may be, was classified as a "passive foreign investment company" within the meaning of Section 1297 of the Code (a "**PFIC**") for any tax year during which such U.S. Holder held Rio2 Shares or Atacama Shares, as the case may be.

A non-U.S. corporation is a PFIC for each tax year in which (i) 75% or more of its gross income is passive income (as defined for U.S. federal income tax purposes) or (ii) 50% or more of the value of its assets either produce passive income or are held for the production of passive income, based on the quarterly average of the fair market value of such assets. For purposes of the PFIC provisions, "gross income" generally includes all sales revenues less cost of goods sold, plus income from investments and from incidental or outside operations or sources, and "passive income" generally includes dividends, interest, certain royalties and rents, certain gains from the sale of stock and securities, and certain gains from commodities transactions. In determining whether or not it is a PFIC, a non-U.S. corporation is required to take into account its pro rata portion of the income and assets of each corporation in which it owns, directly or indirectly, at least a 25% interest (by value).

Rio2 believes that it was classified as a PFIC for its tax years ended December 31, 2014, 2015, 2016, and 2017. Based on current business plans and financial expectations, Rio2 expects that it will be classified as a PFIC during its current tax year which includes the Effective Date.

Atacama believes that it was classified as a PFIC for its tax years ended March 31, 2015, 2016, 2017, and 2018. Based on current business plans and financial expectations, Atacama expects that it will be classified as a PFIC during its current tax year which includes the Effective Date.

PFIC classification is factual in nature and generally cannot be determined until the close of the tax year in question. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Consequently, there can be no assurances regarding the PFIC status of either Rio2 or Atacama during the current tax year which includes the Effective Date or any prior tax year.

Absent application of the "PFIC-for-PFIC Exception" discussed below, if Rio2 or Atacama is classified as a PFIC for any tax year during which a U.S. Holder holds Rio2 Shares or Atacama Shares, respectively, special rules may increase such U.S. Holder's U.S. federal income tax liability with respect to the Arrangement.

Under the default PFIC rules:

- the Arrangement may be treated as a taxable transaction even if it qualifies as a Reorganization as discussed above;
- any gain on the exchange of Rio2 Shares or Atacama Shares, as the case may be, pursuant to the Arrangement and any "excess distribution" (defined as the excess of distributions with respect to Rio2 Shares or Atacama Shares, as the case may be, in any tax year over 125% of the average annual distributions such U.S. Holder has received from Rio2 or Atacama, as the case may be, during the shorter of the three preceding tax years, or such U.S. Holder's holding period for such shares) will be allocated ratably over such U.S. Holder's holding period for the Rio2 Shares or Atacama Shares, as the case may be;
- the amounts allocated to the current tax year and to any tax year prior to the first year in which Rio2 or Atacama, as the case may be, was a PFIC will be taxed as ordinary income in the current year;
- the amounts allocated to each of the other tax years ("prior PFIC years") will be subject to tax as ordinary income at the highest rate of tax in effect for the applicable class of taxpayer for that year; and
- an interest charge for a deemed deferral benefit will be imposed with respect to the resulting tax attributable to each of the prior PFIC years.

A U.S. Holder that has made a "Mark-to-Market Election" under Section 1296 of the Code or a timely and effective "QEF Election" to treat Rio2 or Atacama as a "qualified electing fund" ("**QEF**") under Section 1295 of the Code may mitigate or avoid the PFIC consequences described above with respect to the Arrangement.

U.S. Holders should be aware that there can be no assurances that Rio2 or Atacama has satisfied or will satisfy the record keeping requirements that apply to a QEF, or that Rio2 or Atacama has supplied or will supply U.S.

Holders with information such U.S. Holders require to report under the QEF rules, in the event that Rio2 or Atacama is a PFIC for any tax year. Thus, U.S. Holders may not have been able to make and may not be able to make a QEF Election with respect to their Rio2 Shares or Atacama Shares. Each U.S. Holder should consult its own tax advisor regarding the availability of, and procedure for making, a QEF Election. A shareholder of PFIC stock who does not make a timely QEF Election is referred to in this section of the summary as a "*Non-Electing Shareholder*".

Under proposed U.S. Treasury Regulations, a Non-Electing Shareholder does not recognize gain in a Reorganization where the Non-Electing Shareholder transfers stock in a PFIC so long as such Non-Electing Shareholder receives in exchange stock of another corporation that is a PFIC for its taxable year that includes the day after the date of transfer. For purposes of this summary, this exception will be referred to as the "PFIC-for-PFIC Exception". However, a Non-Electing Shareholder generally recognizes gain (but not loss) in a Reorganization where the Non-Electing Shareholder transfers stock in a PFIC and receives in exchange stock of another corporation that is not a PFIC for its taxable year that includes the day after the date of transfer.

Rio2 and Atacama expect that Amalco will be classified as a PFIC for the tax year that includes the day after the Effective Date. Consequently, if Rio2 or Atacama is classified as a PFIC for any tax year during which a U.S. Holder holds Rio2 Shares or Atacama Shares, as the case may be, and the Arrangement qualifies as a Reorganization, it is expected that the "PFIC-for PFIC Exception" will apply to the Arrangement, and therefore, under the foregoing rules contained in the proposed U.S. Treasury Regulations, a Non-Electing Shareholder will not recognize gain on the Arrangement under the rules applicable to excess distributions and dispositions of PFIC stock set forth in Section 1291 of the Code. If, however, Amalco is not classified as a PFIC and, as a consequence, the PFIC-for-PFIC Exception does not apply, then, under the rules applicable to excess distributions and dispositions of PFIC stock set forth in Section 1291 of the Code, the amount of any gain recognized by a Non- Electing Shareholder in connection with the Arrangement would be equal to the excess, if any, of (A) the fair market value (expressed in U.S. dollars) of the Amalco Shares received in the Arrangement, over (B) the adjusted tax basis (expressed in U.S. dollars) of such Non-Electing Shareholder in the Rio2 Shares or Atacama Shares, as the case may be, exchanged pursuant to the Arrangement. Such gain would be recognized on a share-by-share basis and would be taxable.

Regardless of whether the PFIC-for-PFIC Exception applies, any gain recognized, or distribution received, by Non-Electing Shareholders exercising Dissent Rights as a result of the receipt of Canadian dollars from Amalco will be subject to tax under the default PFIC rules discussed above.

Each U.S. Holder should consult its own tax advisor regarding the potential application of the PFIC rules to the receipt of Amalco Shares pursuant to the Arrangement, and the information reporting responsibilities under the proposed U.S. Treasury Regulations in connection with the Arrangement.

The proposed U.S. Treasury Regulations discussed above were proposed in 1992 and have not been adopted in final form. The proposed U.S. Treasury Regulations state that they are to be effective for transactions occurring on or after April 1, 1992. However, because the proposed U.S. Treasury Regulations have not yet been adopted in final form, they are not currently effective and there is no assurance that they will be finally adopted in the form and with the effective date proposed. The IRS has announced that, in the absence of final U.S. Treasury Regulations, taxpayers may apply reasonable interpretations of the Code provisions applicable to PFICs and that it considers the rules set forth in the proposed U.S. Treasury Regulations to be reasonable interpretations of those Code provisions. It is uncertain whether the IRS would consider the proposed U.S. Treasury Regulations to be effective for purposes of determining the U.S. federal income tax treatment of the Arrangement. In the absence of the proposed U.S. Treasury Regulations being finalized in their current form, if the Arrangement qualifies as a Reorganization, the U.S. federal income tax consequences to a U.S. Holder should be generally as set forth above in the discussion "*Tax Consequences if the Arrangement Qualifies as a Reorganization*"; however, it is unclear whether the IRS would agree with this interpretation and/or whether the IRS could attempt to treat the Arrangement as a taxable exchange on some alternative basis. If gain is not recognized under the proposed U.S. Treasury Regulations, a U.S. Holder's holding period for the Amalco Shares for purposes of applying the PFIC rules presumably would include the period during which the U.S. Holder held its Rio2 Shares or Atacama Shares, as the case may be. Consequently, a subsequent disposition of the Amalco Shares in a taxable transaction presumably would be taxable under the default PFIC rules described above. U.S. Holders should consult their own tax advisors regarding whether the proposed U.S. Treasury Regulations under Section 1291 would apply if the Arrangement qualifies as a Reorganization. Additional information regarding the PFIC rules is discussed under "*Passive Foreign Investment Company Rules Relating to the Ownership of Amalco Shares*" below.

U.S. Holders Exercising Dissent Rights

A U.S. Holder that exercises Dissent Rights and is paid cash in exchange for all of such U.S. Holder's Rio2 Shares or Atacama Shares, as the case may be, generally will recognize gain or loss in an amount equal to the difference, if any, between (a) the U.S. dollar amount of the Canadian dollars received by such U.S. Holder in exchange for such U.S. Holder's shares (other than amounts, if any, that are or are deemed to be interest for U.S. federal income tax purposes, which amounts will be taxed as ordinary income) and (b) the adjusted tax basis of such U.S. Holder in such shares surrendered. Subject to the PFIC rules discussed in this summary, such gain or loss will be capital gain or loss, which will be long-term capital gain or loss if the holding period with respect to such shares is more than one year as of the date of the exchange. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to complex limitations under the Code.

Ownership of Amalco Shares

The following discussion is subject in its entirety to the PFIC rules discussed under "*Passive Foreign Investment Company Rules Relating to the Ownership of Amalco Shares*".

Distributions With Respect to Amalco Shares

A U.S. Holder that receives a distribution (including a constructive distribution) with respect to Amalco Shares will be required to include the amount of such distribution in gross income as a dividend (without reduction for any Canadian income tax withheld from such distribution) to the extent of the current or accumulated "earnings and profits" of Amalco, as determined under U.S. federal income tax rules. To the extent that a distribution exceeds the current and accumulated "earnings and profits" of Amalco, such distribution will be treated (a) first, as a tax-free return of capital to the extent of a U.S. Holder's tax basis in Amalco Shares, as applicable, and (b) thereafter, as gain from the sale or exchange of such Amalco Shares. (For a more detailed discussion, see below under the heading "Disposition of Amalco Shares"). However, Amalco may not maintain the calculations of earnings and profits in accordance with U.S. federal income tax principles, and each U.S. Holder therefore should assume that any distribution by Amalco with respect to Amalco Shares will constitute ordinary dividend income. Dividends received on the Amalco Shares generally will not be eligible for the "dividends received deduction" available to U.S. corporate shareholders receiving dividends from U.S. corporations or the recently enacted dividends-received deduction allowed to corporations in respect of dividends received from specified ten percent (10%) owned foreign corporations.

A dividend paid by Amalco to a U.S. Holder who is an individual, estate, or trust generally will be taxed at the preferential tax rates applicable to long-term capital gains if Amalco is a "qualified foreign corporation" ("**QFC**") and certain holding-period requirements for the U.S. Holder's Amalco Shares and other requirements are met. A non-U.S. corporation generally will be a QFC if the corporation is eligible for the benefits of the Canada-US Tax Treaty or if its shares are readily tradable on an established securities market in the U.S. However, even if Amalco satisfies one or more of these requirements, dividends paid by Amalco would not be taxed at the preferential tax rates applicable to long-term capital gains if Amalco is a PFIC for the tax year during which Amalco pays the dividend or for the preceding tax year. (See the section below under the heading "*Passive Foreign Investment Company Rules Relating to the Ownership of Amalco Shares*"). The dividend rules are complex, and each U.S. Holder should consult its own tax advisor regarding the application of such rules.

Disposition of Amalco Shares

A U.S. Holder will recognize capital gain or loss on the sale or other taxable disposition of Amalco Shares in an amount equal to the difference, if any, between (a) the U.S. dollar amount of any cash plus the fair market value (expressed in U.S. dollars) of any property received and (b) such U.S. Holder's adjusted tax basis in the Amalco Shares sold or otherwise disposed of. Any such capital gain or loss will be long-term capital gain or loss if the Amalco Shares have been held for more than one year at the time of the sale or other taxable disposition.

Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to complex limitations under the Code.

Passive Foreign Investment Company Rules Relating to the Ownership of Amalco Shares

If Amalco is or becomes a PFIC, the preceding section of this summary may not describe the U.S. federal income tax consequences to U.S. Holders of the ownership and disposition of Amalco Shares. The U.S. federal income

tax consequences of owning and disposing of Amalco Shares if Amalco is or becomes a PFIC are described below.

If Amalco were to constitute a PFIC for any tax year during a U.S. Holder's holding period, then certain potentially adverse rules may affect the U.S. federal income tax consequences to a U.S. Holder as a result of the ownership and disposition of Amalco Shares.

Based on current business plans and financial expectations, Amalco is expected to be a PFIC for the current tax year and the foreseeable future. The determination of whether any non-U.S. corporation was, or will be, a PFIC for a tax year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether any non-U.S. corporation is a PFIC for any tax year depends on the assets and income of such corporation over the course of each such tax year and, as a result, cannot be predicted with certainty as of the date of this Circular. Accordingly, there can be no assurance that Amalco will or will not be a PFIC for the current tax year or any future tax year or that the IRS will not challenge any determination made by Amalco (or any subsidiary of Amalco) concerning its PFIC status. Each U.S. Holder should consult its own tax advisor regarding the PFIC status of Amalco and any subsidiary of Amalco, the application of the PFIC rules to Amalco Shares and the consequences of being treated as the owner of subsidiary PFICs.

In any tax year in which Amalco is a PFIC, a U.S. Holder will be required to file an annual report with the IRS containing such information as Treasury Regulations and other IRS guidance may require. In addition to penalties, a failure to satisfy such reporting requirements may result in an extension of the time period during which the IRS can assess a tax. U.S. Holders should consult their own tax advisors regarding the requirements of filing such information returns under these rules, including the requirement to file an IRS Form 8621 and IRS Form 5471.

Amalco generally will be a PFIC for a tax year if, after the application of certain "look-through" rules with respect to subsidiaries in which Amalco holds at least 25% of the value of such subsidiary, (i) 75% or more of its gross income is passive income or (ii) 50% or more of the value of its assets either produce passive income or are held for the production of passive income, based on the quarterly average of the fair market value of such assets. "Gross income" generally includes all sales revenues less the cost of goods sold, plus income from investments and from incidental or outside operations or sources, and "passive income" generally includes dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. Active business gains arising from the sale of commodities generally are excluded from passive income if substantially all of a non-U.S. corporation's commodities are stock in trade or inventory, depreciable property used in a trade or business, or supplies regularly used or consumed in the ordinary course of its trade or business, and certain other requirements are satisfied. If Amalco were a PFIC for any tax year, certain non-U.S. subsidiaries in which Amalco has a direct or indirect interest could also be PFICs with respect to U.S. Holders.

If Amalco were a PFIC in any tax year during which a U.S. Holder held Amalco Shares, such holder generally would be subject to special rules with respect to any "excess distribution" made by Amalco on the Amalco Shares and with respect to gain from the disposition of the Amalco Shares. An "excess distribution" generally is defined as the excess of distributions with respect to the Amalco Shares received by a U.S. Holder in any tax year over 125% of the average annual distributions such U.S. Holder has received from Amalco during the shorter of the three preceding tax years, or such U.S. Holder's holding period for the Amalco Shares. Generally, a U.S. Holder would be required to allocate any excess distribution or gain from the disposition of the Amalco Shares ratably over its holding period for the Amalco Shares. Such amounts allocated to the tax year of the disposition or excess distribution, and to any tax year prior to the first year in which Amalco was a PFIC, would be taxed as ordinary income, and amounts allocated to all other tax years would be taxed as ordinary income at the highest tax rate in effect for each such tax year and an interest charge at a rate applicable to underpayments of tax would apply. Any loss realized on the disposition of Amalco Shares would generally not be recognized.

While there are U.S. federal income tax elections that sometimes can be made to mitigate these adverse tax consequences (including the QEF Election and the Mark-to-Market Election), such elections are available in limited circumstances and must be made in a timely manner.

U.S. Holders should be aware that for each tax year, if any, that Amalco is a PFIC, Amalco can provide no assurances that it will satisfy the record-keeping requirements or make available to U.S. Holders the information such U.S. Holders require to make a QEF Election with respect to Amalco or any subsidiary of Amalco that also is classified as a PFIC. U.S. Holders should consult their own tax advisors regarding the potential application of the PFIC rules to the ownership and disposition of Amalco Shares, and the availability of certain U.S. tax elections under the PFIC rules for Amalco and any subsidiary of Amalco that is also a PFIC.

Additional Considerations

Foreign Tax Credit

A U.S. Holder that pays (whether directly or through withholding) non-U.S. income tax in connection with the Arrangement or in connection with the ownership or disposition of Amalco Shares may be entitled, at the election of such U.S. Holder, to receive either a deduction or a credit for such non-U.S. income tax paid. Generally, a credit will reduce a U.S. Holder's U.S. federal income tax liability on a dollar-for-dollar basis, whereas a deduction will reduce a U.S. Holder's income subject to U.S. federal income tax. This election is made on a year-by- year basis and applies to all creditable non-U.S. taxes paid (whether directly or through withholding) by a U.S. Holder during a tax year.

Complex limitations apply to the foreign tax credit, including the general limitation that the credit cannot exceed the proportionate share of a U.S. Holder's U.S. federal income tax liability that such U.S. Holder's "foreign source" taxable income bears to such U.S. Holder's worldwide taxable income. In applying this limitation, a U.S. Holder's various items of income and deductions must be classified, under complex rules, as either "foreign source" or "U.S. source." Generally, dividends paid by a non-U.S. corporation should be treated as foreign source for this purpose, and gains recognized on the sale of stock of a non-U.S. corporation by a U.S. Holder should be treated as U.S. source for this purpose, except as otherwise provided in an applicable income tax treaty, and if an election is properly made under the Code. However, the amount of a distribution with respect to Amalco Shares that is treated as a "dividend" may be lower for U.S. federal income tax purposes than it is for Canadian federal income tax purposes, resulting in a reduced foreign tax credit allowance to a U.S. Holder. In addition, this limitation is calculated separately with respect to specific categories of income. The foreign tax credit rules are complex, and each U.S. Holder should consult its own tax advisor regarding the foreign tax credit rules.

Receipt of Foreign Currency

The amount of any distribution or proceeds paid in non-U.S. currency to a U.S. Holder in connection with the ownership of Amalco Shares, or on the sale, exchange, or other taxable disposition of Amalco Shares, or any Canadian dollars received in connection with the Arrangement (including, but not limited to, U.S. Holders exercising Dissent Rights), will generally be included in the gross income of a U.S. Holder as translated into U.S. dollars calculated by reference to the exchange rate prevailing on the date of actual or constructive receipt of such amount, regardless of whether the Canadian dollars or other non-U.S. currency is converted into U.S. dollars at that time. If the Canadian dollars or other non-U.S. currency received is not converted into U.S. dollars on the date of receipt, a U.S. Holder will have a basis in the Canadian dollars or other non-U.S. currency equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who receives payment in Canadian dollars or other non-U.S. currency, and engages in a subsequent conversion or other disposition of the Canadian dollars or other non-U.S. currency, may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, and generally would be U.S. source income or loss for foreign tax credit purposes. Different rules apply to U.S. Holders who use the accrual method. Each U.S. Holder should consult its own tax advisor regarding the U.S. federal income tax consequences of receiving, owning, and disposing of Canadian dollars or other non-U.S. currency.

Information Reporting and Backup Withholding Tax

Under U.S. federal income tax law, certain categories of U.S. Holders must file information returns with respect to their investment in, or involvement in, Rio2, Atacama or Amalco. For example, U.S. return disclosure obligations (and related penalties) are imposed on individuals who are U.S. Holders that hold certain specified foreign financial assets in excess of certain thresholds. The definition of "specified foreign financial assets" includes not only financial accounts maintained in non-U.S. financial institutions, but also, if held for investment and not in an account maintained by certain financial institutions, any stock or security issued by a non-U.S. person, any financial instrument or contract that has an issuer or counterparty other than a U.S. person, and any interest in a non-U.S. entity. U.S. Holders may be subject to these reporting requirements unless their Rio2, Atacama or Amalco Shares, as applicable, are held in an account at certain financial institutions. Penalties for failure to file certain of these information returns are substantial. U.S. Holders should consult with their own tax advisors regarding the requirements of filing information returns under these rules, including the requirement to file an IRS Form 8938 and IRS Form 5471.

Payments made within the U.S. or by a U.S. payor or U.S. middleman, of (a) distributions on the Amalco Shares, (b) proceeds arising from the sale or other taxable disposition of Amalco Shares, or (c) any payments received in connection with the Arrangement (including, but not limited to, U.S. Holders exercising Dissent Rights) generally may be subject to information reporting. In addition, backup withholding, currently at a rate of 24% may apply to such payments if a U.S. Holder (a) fails to furnish such U.S. Holder's correct U.S. taxpayer identification number

(generally on IRS Form W-9), (b) furnishes an incorrect U.S. taxpayer identification number, (c) is notified by the IRS that such U.S. Holder has previously failed to properly report items subject to backup withholding, or (d) fails to certify, under penalty of perjury, that such U.S. Holder has furnished its correct U.S. taxpayer identification number, and the IRS has not notified such U.S. Holder that it is subject to backup withholding. Certain exempt persons generally are excluded from these information reporting and backup withholding rules. Backup withholding is not an additional tax. Any amounts withheld under the U.S. backup withholding rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. Holder furnishes required information to the IRS in a timely manner. Each U.S. Holder should consult its own tax advisor regarding the information reporting and backup withholding rules in their particular circumstances and the availability of and procedures for obtaining an exemption from backup withholding.

The discussion of reporting requirements set forth above is not intended to constitute an exhaustive description of all reporting requirements that may apply to a U.S. Holder. A failure to satisfy certain reporting requirements may result in an extension of the time period during which the IRS can assess a tax, and under certain circumstances, such an extension may apply to assessments of amounts unrelated to any unsatisfied reporting requirement. Each U.S. Holder should consult its own tax advisor regarding applicable reporting requirements and the information reporting and backup withholding rules.

INTERESTS OF EXPERTS

Atacama

The annual consolidated financial statements of Atacama as at, and for the financial year ended, March 31, 2017, incorporated by reference in this Circular, have been audited by KPMG LLP, as set forth in their report thereon, included therein and incorporated herein by reference. KPMG LLP have advised that they are independent of Atacama in accordance with the applicable rules of professional conduct as of the date hereof.

Atacama has retained BMO Capital Markets as its financial advisor with respect to the Arrangement and BMO Capital Markets has provided the Atacama Fairness Opinion to the Atacama Special Committee. BMO Capital Markets has received or will receive fees of $2.02 million. As at the date of this Circular, partners, associates and employees of BMO Capital Markets as a group beneficially owned, directly or indirectly, less than 1% of the outstanding Atacama Shares.

The technical report entitled "*Technical Report on the Cerro Maricunga Project Pre-Feasibility*" dated October 6, 2014 with an effective date of August 19, 2014 pertaining to the Cerro Maricunga Gold Project, prepared for Atacama by Maria Leticia Conca Benito, Carlos Guzman, and Dr. Eduardo Magi (previously defined as the "**Cerro Maricunga PFS**"), was prepared in accordance with NI 43-101 and is the technical report from which certain technical information relating to the Cerro Maricunga Gold Project contained in this Circular is derived. As of the date of this Circular, to the knowledge of Atacama and Rio2, each of the foregoing individuals beneficially owns, directly or indirectly, less than 1% of the issued and outstanding Atacama Shares or Rio2 Shares.

Rio2

The annual consolidated financial statements of Rio2 as at, and for the financial year ended, December 31, 2017, incorporated by reference in this Circular, have been audited by Grant Thornton LLP (Canada), as set forth in their report thereon, included therein and incorporated herein by reference. Grant Thornton LLP (Canada) have advised that they are independent of Atacama in accordance with the applicable rules of professional conduct as of the date hereof.

Rio2 has retained Raymond James as its financial advisor with respect to the Arrangement and Raymond James has provided the Rio2 Fairness Opinion to the Rio2 Board. Raymond James has received or will receive fees from Rio2 for services rendered in connection with the provision of the Rio2 Fairness Opinion and will receive an additional amount upon completion of the Arrangement on a success fee basis, with the amount paid in connection with the provision of the Rio2 Fairness Opinion to be credited against the total success fee that may be payable. As of the date of this Circular, Grant Thornton LLP (Canada) (the auditors of Rio2) have reported that they are independent with respect to Rio2 in accordance with the Rules of Professional Conduct of the Institute of Chartered Accountants of British Columbia.

ATACAMA BOARD APPROVAL

The contents and the delivery of the Atacama Notice of Meeting and this Circular have been approved by the Atacama Board.

DATED this 14th day of June, 2018

BY ORDER OF THE BOARD OF DIRECTORS OF ATACAMA PACIFIC GOLD CORPORATION

(signed) "*Albrecht Schneider*"

Albrecht Schneider
Executive Chairman and Director

RIO2 BOARD APPROVAL

The contents and the delivery of the Rio2 Notice of Meeting and this Circular have been approved by the Rio2 Board.

DATED this 14th day of June, 2018

BY ORDER OF THE BOARD OF DIRECTORS OF RIO2 *LIMITED*

(signed) "*Alex Black*"

Alex Black
President, Chief Executive Officer and Director

CONSENT OF BMO NESBITT BURNS INC.

To: The Board of Directors of Atacama Pacific Gold Corporation

We refer to the written fairness opinion dated as of May 12, 2018 (the "**Atacama Fairness Opinion**"), addressed to the board (the "**Atacama Board**") of directors of Atacama Pacific Gold Corporation ("**Atacama**"), in connection with the Arrangement (as defined in the joint management information circular of Atacama and Rio2 Limited dated June 14, 2018 (the "**Circular**")), between Atacama and Rio2 Limited.

We hereby consent to the inclusion of the Atacama Fairness Opinion, a summary of the Atacama Fairness Opinion and reference to our firm name in this Circular. In providing such consent, we do not intend that any person other than the Atacama Board or its special committee shall rely upon the Atacama Fairness Opinion.

(signed) "*BMO Nesbitt Burns Inc.*"

Toronto, Ontario

June 14, 2018

CONSENT OF RAYMOND JAMES LTD.

To: The Board of Directors of Rio2 Limited

We refer to the written fairness opinion dated as of May 12, 2018 (the "**Rio2 Fairness Opinion**"), addressed to the board (the "**Rio2 Board**") of directors of Rio2 Limited ("**Rio2**"), in connection with the Arrangement (as defined in the joint management information circular of Rio2 and Atacama Pacific Gold Corporation dated June 14, 2018 (the "**Circular**")), between Atacama Pacific Gold Corporation and Rio2.

We hereby consent to the inclusion of the Rio2 Fairness Opinion, a summary of the Rio2 Fairness Opinion and reference to our firm name in this Circular. In providing such consent, we do not intend that any person other than the Rio2 Board shall rely upon the Rio2 Fairness Opinion.

(signed) "*Raymond James Ltd.*"

Toronto, Ontario

June 14, 2018

APPENDIX "A"
PLAN OF ARRANGEMENT
UNDER SECTION 182
OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO)

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

"**Amalco**" means the corporation resulting from the Amalgamation of Rio2 and Atacama under the OBCA pursuant to the Arrangement contemplated hereby;

"**Amalco Share**" means a common share in the capital of Amalco;

"**Amalgamating Corporations**" means Rio2 and Atacama and "**Amalgamating Corporation**" means either one of them;

"**Amalgamation**" means the amalgamation of the Amalgamating Corporations as contemplated by this Plan of Arrangement;

"**Arrangement**" means the arrangement pursuant to which, among other things, Rio2 and Atacama will be amalgamated under the provisions of Section 182 of the OBCA, on the terms and conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.9 of the Arrangement Agreement or Article 6 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of Rio2 and Atacama, each acting reasonably;

"**Arrangement Agreement**" means the agreement made as of May 14, 2018 between Rio2 and Atacama, including the schedules thereto, as the same may be supplemented or amended from time to time;

"**Articles of Arrangement**" means the articles of arrangement of Rio2 and Atacama in respect of the Arrangement, required under the OBCA to be sent to the Director after the Final Order has been granted, giving effect to the Arrangement, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to Rio2 and Atacama, each acting reasonably;

"**Atacama**" means Atacama Pacific Gold Corporation, a corporation incorporated under the CBCA;

"**Atacama Arrangement Resolution**" means the special resolution to be considered and, if thought fit, passed by the Atacama Shareholders at the Atacama Meeting to approve the Arrangement and related matters to be substantially in the form and content of Schedule B to the Arrangement Agreement;

"**Atacama Dissent Rights**" has the meaning ascribed thereto in Section 4.1;

"**Atacama Dissenting Shareholder**" means a registered holder of Atacama Shares who has duly and validly exercised the Atacama Dissent Rights in respect of the Atacama Arrangement Resolution in strict compliance with the Atacama Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Atacama Dissent Rights, but only in respect of the Atacama Shares in respect of which Atacama Dissent Rights have been validly exercised by such holder;

"**Atacama Dissenting Shares**" means the Atacama Shares held by an Atacama Dissenting Shareholder in respect of which such Atacama Shareholder has exercised Atacama Dissent Rights;

"**Atacama Meeting**" means the special meeting of the Atacama Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of, among other things, considering and, if thought fit, approving the Atacama Arrangement Resolution and the Continuance Resolution;

"**Atacama Option**" means, at any time, options to acquire Atacama Shares granted pursuant to the Atacama Stock Option Plan which are, at such time, outstanding and unexercised, whether or not vested;

"**Atacama Share**" means a common share in the capital of Atacama;

"**Atacama Share Consideration**" means 0.6601 of an Amalco Share for each Atacama Share held;

"Atacama Shareholder" means a holder of one or more Atacama Shares;

"**Atacama Stock Option Plan**" means the stock option plan of Atacama last approved by the Atacama Shareholders on August 16, 2017; and

"**Atacama Warrants**" means, at any time, warrants to acquire Atacama Shares, which are, at such time, outstanding and unexercised.

"**Business Day**" means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Toronto, Ontario are authorized or required by applicable Law to be closed;

"**CBCA**" means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;

"**Certificate of Arrangement**" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to Section 183(2) of the OBCA after the Articles of Arrangement have been filed;

"**Continuance**" means the continuance of Atacama from the CBCA to the OBCA on the terms and subject to the conditions set out in the Arrangement Agreement;

"**Continuance Dissent Rights**" means the rights of dissent in respect of the Continuance Resolution pursuant to the CBCA;

"**Continuance Dissenting Shareholder**" means a registered holder of Atacama Shares who has validly exercised Continuance Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Continuance Dissent Rights as of the effective time of the Continuance, but only in respect of the Atacama Shares in respect of which Continuance Dissent Rights are validly exercised by such holder;

"**Continuance Resolution**" means the special resolution of the Atacama Shareholders in respect of the Continuance to be considered at the Atacama Meeting and to be substantially in the form and content of Schedule C to the Arrangement Agreement;

"**Court**" means the Ontario Superior Court of Justice;

"**Depositary**" means any trust company, bank or other financial institution agreed to in writing by each of the Parties for the purpose of, among other things, exchanging certificates representing Rio2 Shares and Atacama Shares for the Rio2 Share Consideration and Atacama Share Consideration, respectively, in connection with the Arrangement;

"**Director**" means the Director appointed pursuant to Section 278 of the OBCA;

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date or such other time as Atacama and Rio2 may agree upon in writing;

"**Final Order**" means the order of the Court approving the Arrangement, in form and substance acceptable to Rio2 and Atacama, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Rio2 and Atacama, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to both Rio2 and Atacama, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

"**Financing Agreement**" means the letter agreement entered into between Rio2 and a lead underwriter on or about the date of the Arrangement Agreement for the purposes of completing the Rio2 Financing, which agreement provides for the Financing Termination Provisions in favour of the underwriters;

"**Financing Termination Provisions**" means the "regulatory proceedings out", "material change or change in material fact out", "disaster out" and "due diligence out" termination rights in favour of the underwriters in the Financing Agreement, in each case other than termination as a result of an act or omission by Rio2;

"**Former Shareholders**" means the holders of Rio2 Shares or Atacama Shares, as the case may be, immediately prior to the Effective Time and holders of Rio2 Subscription Receipts who acquire Rio2 Shares pursuant to Section 3.1(A) of the Plan of Arrangement (other than the Rio2 Dissenting Shareholders and Atacama Dissenting Shareholders);

"**Governmental Authority**" means any multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body (including any stock exchange) exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing;

"**holder**", when used with reference to any securities of Rio2 or Atacama, as the case may be, means the holder of such securities shown from time to time in the central securities register maintained by or on behalf of Rio2 or Atacama, respectively, in respect of such securities;

"**Interim Order**" means the interim order of the Court to be issued following the application therefor submitted to the Court as contemplated by Section 2.2(b) of the Arrangement Agreement after being informed of the intention to rely upon the exemption from registration under Section 3(a)(10) of the U.S. Securities Act with respect to the Amalco Shares issued pursuant to the Arrangement (other than Amalco Shares issued to holders of Rio2 Subscription Receipts who acquire Rio2 Shares pursuant to Section 3.1(A) of this Plan of Arrangement), in form and substance acceptable to Atacama and Rio2, each acting reasonably, providing for, among other things, the calling and holding of the Atacama Meeting and the Rio2 Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both Atacama and Rio2, each acting reasonably;

"**Letter of Transmittal**" means the letter of transmittal to be delivered to the Rio2 Shareholders and the Atacama Shareholders providing for the delivery of Rio2 Shares and Atacama Shares to the Depositary, as applicable;

"**Liens**" means any mortgage, hypothec, prior claim, lien, pledge, assignment for security, security interest, option, right of first offer or first refusal or other charge or encumbrance of any kind and adverse claim;

"**Notice of Dissent**" means a notice of dissent duly and validly given by a registered holder of either Rio2 Shares or Atacama Shares exercising Rio2 Dissent Rights or Atacama Dissent Rights as contemplated in the Interim Order and as described in Article 4;

"**OBCA**" means the *Business Corporations Act* (Ontario), as amended;

"**Plan of Arrangement**" means this plan of arrangement proposed under Section 182 of the OBCA, including any appendices hereto, and any amendments, modifications or supplements hereto made from time to time in accordance with the terms hereof or made at the direction of the Court in the Final Order, with the prior written consent of Rio2 and Atacama, each acting reasonably;

"**Rio2**" means Rio2 Limited, a corporation continued under the laws of the Province of Ontario;

"**Rio2 Arrangement Resolution**" means the special resolution to be considered and, if thought fit, passed by the Rio2 Shareholders at the Rio2 Meeting, to approve the Arrangement and related matters, to be substantially in the form and content of Schedule D to the Arrangement Agreement;

"**Rio2 Dissent Rights**" has the meaning ascribed thereto in Section 4.2;

"**Rio2 Dissenting Shareholder**" means a registered holder of Rio2 Shares who has duly and validly exercised the Rio2 Dissent Rights in respect of the Rio2 Arrangement Resolution in strict compliance with the Rio2 Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Rio2 Dissent Rights, but only in respect of the Rio2 Shares in respect of which Rio2 Dissent Rights have been validly exercised by such holder;

"**Rio2 Dissenting Shares**" means the Rio2 Shares held by a Rio2 Dissenting Shareholder in respect of which such Rio2 Shareholder has exercised Rio2 Dissent Rights;

"**Rio2 Financing**" means the private placement of Rio2 Subscription Receipts provided for in the Financing Agreement to be undertaken by Rio2 in connection with the transactions contemplated by the Arrangement Agreement for minimum gross proceeds of $10,000,000 at the price of $1.00 per Rio2 Subscription Receipt, subject to an over-allotment option for 1,500,000 Rio2 Subscription Receipt and Rio2's right, in its sole discretion, to increase the size of the Rio2 Financing, after notification by email to the President and Chief Executive Officer of Atacama, the proceeds of which less the 50% of the underwriters' commission and the expenses of the underwriters are placed into escrow and released at the Effective Time;

"**Rio2 Meeting**" means the special meeting of the Rio2 Shareholders including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of, among other things, considering and, if thought fit, approving the Rio2 Arrangement Resolution;

"**Rio2 Options**" means, at any time, options to acquire Rio2 Shares granted pursuant to the Rio2 Stock Option Plan which are, at such time, outstanding and unexercised, whether or not vested;

"**Rio2 Share**" means a common share in the capital of Rio2;

"**Rio2 Share Consideration**" means 0.6667 of an Amalco Share for each Rio2 Share held;

"**Rio2 Shareholder**" means a holder of one or more Rio2 Shares;

"**Rio2 Share Award**" means a share award to acquire a Rio2 Share granted pursuant to the Rio2 Share Incentive Plan which are outstanding and unexercised, whether or not vested;

"**Rio2 Share Incentive Plan**" means the Rio2 Share Incentive Plan approved by the shareholders of Rio2 on April 27, 2017;

"**Rio2 Stock Option Plan**" means the stock option plan of Rio2 last approved by the Rio2 Shareholders on April 27, 2017;

"**Rio2 Subscription Receipts**" means the subscription receipts to be sold by Rio2 in connection with the Rio2 Financing, with each subscription receipt to be automatically exchanged (for no further consideration and with no further action on the part of the holder thereof) for one Rio2 Share upon the satisfaction of certain escrow release conditions which will then be automatically exchanged (for no further consideration and with no further action on the part of the holder thereof) for the Rio2 Share Consideration at the Effective Time pursuant to the Arrangement;

"**Tax Act**" means the *Income Tax Act* (Canada) including all regulations thereunder;

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

"**U.S. Tax Code**" means the United States *Internal Revenue Code of 1986*, as amended;

Any capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Arrangement Agreement. In addition, words and phrases used herein and defined in the OBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the OBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "paragraph" followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement. The terms "Plan of Arrangement", "this Plan of Arrangement", "the Plan of Arrangement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Plan of Arrangement in its entirety and not to any particular provision hereof.

1.3 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa and words importing the use of any gender shall include all genders.

1.4 Date of Any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 References to Legislation

References to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislation provision substituted therefor and all regulations, rules and interpretations issued thereunder or pursuant thereto.

1.6 References to Agreements or Documents

References to any agreement or document shall be to such agreement or document (together with the schedules and exhibits attached thereto) as it may have been or may hereafter be amended, modified, supplemented, waived or restated from time to time.

1.7 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in any letter of transmittal contemplated herein are local time (Toronto, Ontario) unless otherwise stipulated herein or therein.

1.8 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

1.9 Exhibits

The following exhibits are attached to this Plan of Arrangement and are incorporated by reference to, and form a part of, this Plan of Arrangement:

Exhibit A - Rights, Privileges, Conditions and Restrictions Attaching to the Amalco Shares

ARTICLE 2
EFFECT OF THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms a part of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein. If there is any conflict or inconsistency between the provisions of the Plan of Arrangement and the provisions of the Arrangement Agreement regarding the Arrangement, the provisions of the Plan of Arrangement shall govern.

2.2 Binding Effect

(A) This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement will become effective at the Effective Time and shall be binding upon: (i) Rio2; (ii) all holders of Rio2 Shares, Rio2 Subscription Receipts, Rio2 Options and Rio2 Share Awards; (iii) Atacama; (iv) all holders of Atacama Shares, Atacama Options, and Atacama Warrants; and (v) all holders of Amalco Shares.

(B) Articles of Arrangement shall be sent to the Director with the purpose and intent that none of the provisions of this Plan of Arrangement shall become effective unless all of the provisions of this Plan of Arrangement become effective. The Certificate of Arrangement under the OBCA shall be conclusive evidence that this Plan of Arrangement has become effective and that each of the provisions of Section 3.1 has become effective in the sequence set out therein.

2.3 Preliminary Steps to the Arrangement

The following preliminary steps shall occur prior to, and shall be conditions to, the implementation of the Plan of Arrangement:

(A) the Rio2 Financing shall have been completed; and

(B) the Continuance shall have been completed.

ARTICLE 3
ARRANGEMENT

3.1 The Arrangement

Commencing at the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence, in each case without any further authorization, act or formality of or by Rio2, Atacama or any other person:

(A) the escrowed funds from the Rio2 Financing shall be released to Rio2 in accordance with the Financing Agreement and each Rio2 Subscription Receipt will be automatically converted (for no further consideration and with no further action on the part of the holder thereof) into one Rio2 Share upon the satisfaction of the escrow release conditions in connection with the Rio2 Financing, and the name of each such holder will be removed from the register of holders of Rio2 Subscription Receipts and added to the register of holders of Rio2 Shares;

(B) each Atacama Share held by a Atacama Dissenting Shareholder who has validly exercised their rights of dissent and which rights of dissent remain valid immediately prior to the Effective Time shall be cancelled and the holder shall cease to have any rights as a holder of such Atacama Share other than the right to be paid the fair value of such Atacama Share by Amalco in accordance with Section 4.1;

(C) each Rio2 Share held by a Rio2 Dissenting Shareholder who has validly exercised their rights of dissent and which rights of dissent remain valid immediately prior to the Effective Time shall be cancelled and the holder shall cease to have any rights as a holder of such Rio2 Share other than the right to be paid the fair value of such Rio2 Share by Amalco in accordance with Section 4.2;

(D) the Amalgamating Corporations shall be amalgamated under the OBCA and continue as one corporation on the terms prescribed in this Plan of Arrangement (the "**Amalgamation**") as follows:

(a) ***Name***. The name of Amalco shall be "Rio2 Limited";

(b) ***Registered Office***. The registered office of Amalco shall be located at Suite 6000, 100 King St W, Toronto, Ontario, Canada M5X 1E2;

(c) ***Business and Powers***. There shall be no restrictions on the business Amalco may carry on or on the powers it may exercise;

(d) ***Authorized Capital***. The authorized capital of Amalco shall consist of an unlimited number of Amalco Shares with the rights, privileges, conditions and restrictions set out in Exhibit A;

(e) ***Directors and Officers***.

(i) **Minimum and Maximum**. The directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum number of three and a maximum number of ten;

(ii) **Initial Directors**. The number of directors on the board of directors shall initially be set at seven (7) and the initial directors shall be:

Alexander Black

Klaus Zeitler
Sidney Robinson
Ram Ramachandran
David Thomas
Daniel Kenney
Albrecht Schneider

The initial directors shall hold office until the next annual meeting of the shareholders of Amalco or until their successors are elected or appointed. The actual number of directors within the minimum and maximum number set out in Section 3.1(D)(e)(i) may be determined from time to time by resolution of the directors of Amalco. Any vacancy on the board of directors resulting from an increase in the number of directors as so determined may be filled by resolution of the directors. The initial address of each proposed director shall be the registered office set out in Section 3.1(D)(b);

(iii) ***Initial Officers***. The initial officers of Amalco shall be as follows:

Name		Title
Alexander Black	-	Chief Executive Officer and President
Jose Luis Martinez	-	Executive Vice President and Chief Strategy Officer
Timothy Williams	-	Executive Vice President and Chief Operating Officer
Kathryn Johnson	-	Executive Vice President, Chief Financial Officer and Corporate Secretary
Ian Dreyer	-	Senior Vice President – Geology
Andrew Cox	-	Senior Vice President – Operations
Alejandra Gomez	-	Senior Vice President – Corporate Communications

Additional officers shall be appointed by the board upon designation by the President and Chief Executive Officer of Amalco;

(f) ***Stated Capital***. For the purposes of the OBCA, the stated capital attributable to the Amalco Shares issued pursuant to the Arrangement on the conversion of the Atacama Shares and the Rio2 Shares shall be the aggregate of the stated capital attributable to the Atacama Shares and the Rio2 Shares immediately before the Amalgamation, less the amount of any stated capital attributable to Atacama Shares or Rio2 Shares that are cancelled on the Amalgamation, and such amount shall be added to the stated capital attributable to the Amalco Shares as a result of the Arrangement;

(g) ***By-laws***. The by-laws of Amalco shall be the same as those of Rio2, *mutatis mutandis*;

(h) ***Effect of the Amalgamation***. The provisions of subsections 179 (a), (a.1), (b), (c) and (e) of the OBCA shall apply to the amalgamation, except that the separate legal existence of Rio2 will not cease and Rio2 will survive the Amalgamation, Rio2 as such surviving entity, "**Amalco**"), with the result that:

(i) at the time of the Amalgamation the separate legal existence of Atacama will cease without Atacama being liquidated or wound-up, and Atacama and Rio2 will continue as one corporation;

(ii) Amalco possesses all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of Rio2 and Atacama;

(iii) a conviction against, or ruling, order or judgment in favour or against either Rio2 or Atacama may be enforced by or against Amalco;

(iv) Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against either Rio2 or Atacama before the Amalgamation has become effective; and

(v) to comply with Article 64 of the Chilean Tax Code, Amalco will keep registered the tax value of the participation that Atacama currently owns in Minera Atacama Pacific Gold Limitada.

(i) ***Articles***. The Articles of Arrangement filed to give effect to the Arrangement shall be deemed to be the articles of amalgamation of Amalco and the Certificate of Arrangement issued in respect of such Articles of Arrangement by the Director shall be deemed to be the certificate of amalgamation of Amalco; and

(j) ***Inconsistency with Laws***. To the extent any provision of this Plan of Arrangement (other than Section 3.1(D)(h) to the extent that it is inconsistent with Section 179(a) or (a.1) of the OBCA) is deemed to be inconsistent with applicable Laws, this Plan of Arrangement shall be deemed adjusted to remove such inconsistency;

(E) on the Amalgamation:

(a) the issued and outstanding common shares of the Amalgamating Corporations shall be converted into Amalco Shares or cancelled, as applicable, in accordance with the following:

(i) each Atacama Share, other than Atacama Shares held by Rio2, shall be exchanged for the Atacama Share Consideration;

(ii) each Rio2 Share, other than Rio2 Shares held by Atacama, shall be exchanged for the Rio2 Share Consideration; and

(iii) any shares of an Amalgamating Corporation held by the other Amalgamating Corporation shall be cancelled without any repayment of capital in respect thereof;

(b) upon the exchange pursuant to Section 3.1(E)(a)(i): (x) each holder of such Atacama Shares shall cease to be a holder of the Atacama Shares so exchanged and the name of such holder shall be removed from the central securities register of Atacama Shares; (y) the Atacama Shares shall be, and shall be deemed to be, immediately cancelled and cease to be outstanding; and (z), Amalco shall issue to such former holder of Atacama Shares the Atacama Share Consideration for each Atacama Share exchanged, and the name of such holder shall be added to the central securities register of Amalco Shares; and

(c) upon the exchange pursuant to Section 3.1(E)(a)(ii): (x) each holder of such Rio2 Shares shall cease to be a holder of the Rio2 Shares so exchanged and the name of such holder shall be removed from the central securities register of Rio2 Shares; (y) the Rio2 Shares shall be, and shall be deemed to be, immediately

cancelled and cease to be outstanding; and (z), Amalco shall issue to such former holder of Rio2 Shares the Rio2 Share Consideration for each Rio2 Share exchanged, and the name of such holder shall be added to the central securities register of Amalco Shares.

3.2 Post Effective Time Procedures

(A) Subject to the provisions of Article 5 hereof, and upon return of a properly completed Letter of Transmittal by a registered Former Shareholder together with certificates representing Rio2 Shares or Atacama Shares and such other documents as the Depositary may require, Former Shareholders shall be entitled to receive delivery of the certificates representing the Amalco Shares.

(B) In accordance with the terms of the Atacama Warrants, each holder of a Atacama Warrant shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Atacama Warrant, in lieu of Atacama Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Amalco Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Atacama Shares to which such holder would have been entitled if such holder had exercised such holder's Atacama Warrants immediately prior to the Effective Time. Each Atacama Warrant shall continue to be governed by and be subject to the terms of the applicable Atacama Warrant certificate.

(C) In accordance with the terms of the Atacama Options, each holder of a Atacama Option shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Atacama Option, in lieu of Atacama Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Amalco Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Atacama Shares to which such holder would have been entitled if such holder had exercised such holder's Atacama Options immediately prior to the Effective Time. Each Atacama Option shall continue to be governed by and be subject to the terms of the applicable Atacama Option certificate.

(D) In accordance with the terms of the Rio2 Options, each holder of a Rio2 Option shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Rio2 Option, in lieu of Rio2 Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Amalco Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Rio2 Shares to which such holder would have been entitled if such holder had exercised such holder's Rio2 Options immediately prior to the Effective Time. Each Rio2 Option shall continue to be governed by and be subject to the terms of the applicable Rio2 Option certificate.

(E) In accordance with the terms of the Rio2 Share Awards, each holder of a Rio2 Share Award shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Rio2 Share Award, in lieu of Rio2 Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Amalco Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Rio2 Shares to which such holder would have been entitled if such holder had

exercised such holder's Rio2 Share Awards immediately prior to the Effective Time. Each Rio2 Share Award shall continue to be governed by and be subject to the terms of the applicable Rio2 Share Award certificate.

3.3 No Fractional Shares or Cash

In no event shall any Former Shareholder be entitled to a fractional Amalco Share. Where the aggregate number of Amalco Shares to be issued to a Former Shareholder as consideration under or as a result of this Arrangement would result in a fraction of an Amalco Share being issuable, the number of Amalco Shares to be received by such Former Shareholder shall be rounded down to the nearest whole Amalco Share and no Former Shareholder will be entitled to any compensation in respect of a fractional Amalco Share.

ARTICLE 4
DISSENT RIGHTS

4.1 Rights of Dissent for Atacama Shareholders

Nothing in this Plan of Arrangement or the transactions contemplated hereby shall affect, reduce or derogate from the rights of Continuance Dissenting Shareholders to be paid fair value by Atacama (or Amalco as its successor) for their Atacama Shares under Section 190 of the CBCA. A Continuance Dissenting Shareholder shall not be entitled to exercise rights of dissent with respect to the Arrangement.

Pursuant to the Interim Order, each registered Atacama Shareholder (subject to Section 4.3(C)) may exercise rights of dissent ("**Atacama Dissent Rights**") with respect to the Atacama Shares held by such holder in connection with the Arrangement pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by the Interim Order and this Section 4; provided that notwithstanding Section 185(6) of the OBCA, the written objection to the Atacama Arrangement Resolution referred to in Section 185(6) of the OBCA must be received by Atacama not later than 5:00 p.m. (Toronto time) on the Business Day that is two Business Days immediately preceding the date of the Atacama Meeting (as it may be adjourned or postponed from time to time).

Each Atacama Dissenting Shareholder who is:

(A) ultimately entitled to be paid fair value for such holder's Atacama Dissenting Shares: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(B)) in respect of such Atacama Dissenting Shares; (ii) shall be entitled to be paid the fair value of such Atacama Dissenting Shares by Atacama (or Amalco as its successor), which fair value shall be determined as of the close of business on the day before the Atacama Arrangement Resolution was adopted; and (iii) shall not be entitled to any other payment or consideration in respect of such holder's Atacama Dissenting Shares, including any payment that would be payable under the Arrangement had such holder not exercised their Atacama Dissent Rights in respect of such Atacama Shares; or

(B) ultimately not entitled, for any reason, to be paid fair value for such Atacama Shares shall be deemed to have participated in the Arrangement in respect of such Atacama Dissenting Shares on the same basis as an Atacama Shareholder who has not exercised Dissent Rights.

4.2 Rights of Dissent for Rio2 Shareholders

Pursuant to the Interim Order, each registered Dissenting Shareholder (subject to Section 4.3(C)) may exercise rights of dissent ("**Rio2 Dissent Rights**") with respect to the Rio2 Shares held by such holder in connection with the Arrangement pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by the Interim Order and this Section 4; provided that notwithstanding Section 185(6) of the

OBCA, the written objection to the Rio2 Arrangement Resolution referred to in Section 185(6) of the OBCA must be received by Rio2 not later than 5:00 p.m. (Toronto time) two Business Days immediately preceding the date of the Rio2 Meeting (as it may be adjourned or postponed from time to time).

Each Rio2 Dissenting Shareholder who is:

(A) ultimately entitled to be paid fair value for such holder's Rio2 Dissenting Shares: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(C)) in respect of such Rio2 Dissenting Shares; (ii) shall be entitled to be paid the fair value of such Rio2 Dissenting Shares by Rio2 (or Amalco as its successor), which fair value shall be determined as of the close of business on the day before the Rio2 Arrangement Resolution was adopted; and (iii) shall not be entitled to any other payment or consideration in respect of such holder's Rio2 Dissenting Shares, including any payment that would be payable under the Arrangement had such holder not exercised their Rio2 Dissent Rights in respect of such Rio2 Shares; or

(B) ultimately not entitled, for any reason, to be paid fair value for such Rio2 Shares shall be deemed to have participated in the Arrangement in respect of such Rio2 Dissenting Shares on the same basis as a Rio2 Shareholder who has not exercised Dissent Rights.

4.3 Recognition of Dissenting Holders

(A) In no circumstances shall Rio2, Atacama, Amalco or any other person be required to recognize a person exercising Atacama Dissent Rights or Rio2 Dissent Rights, as applicable, unless such person is the registered holder of those Atacama Shares or Rio2 Shares, as applicable, in respect of which such rights are sought to be exercised.

(B) For greater certainty, in no case shall:

(a) Rio2, Atacama, Amalco or any other person be required to recognize Atacama Dissenting Shareholders as holders of Atacama Shares in respect of which Atacama Dissent Rights have been validly exercised after the completion of the transfer under Section 3.2(B), and the names of such Atacama Dissenting Shareholders shall be removed from the registers of holders of the Atacama Shares in respect of which Atacama Dissent Rights have been validly exercised at the same time as the event described in Section 3.2(B) occurs; and

(b) Rio2, Atacama, Amalco or any other person be required to recognize Rio2 Dissenting Shareholders as holders of Rio2 Shares in respect of which Rio2 Dissent Rights have been validly exercised after the completion of the transfer under Section 3.2(C), and the names of such Rio2 Dissenting Shareholders shall be removed from the registers of holders of the Rio2 Shares in respect of which Rio2 Dissent Rights have been validly exercised at the same time as the event described in Section 3.2(C) occurs.

(C) In addition to any other restrictions under Section 185 of the OBCA, none of the following shall be entitled to exercise Atacama Dissent Rights: (i) holders of Atacama Options; (ii) holders of Atacama Warrants; (iii) Atacama Shareholders who vote or have instructed a proxyholder to vote their Atacama Shares in favour of the Atacama Arrangement Resolution (but only in respect of such Atacama Shares); (iv) Continuance Dissenting Shareholders; (v) holders of Rio2 Options; (vi) holders of Rio2 Share Awards; (vii) holders of Rio2 Subscription Receipts; and (iv) Rio2 Shareholders who vote or have instructed a proxyholder to vote their Rio2 Shares in favour of the Rio2 Arrangement Resolution (but only in respect of such Rio2 Shares).

ARTICLE 5
CERTIFICATES AND PAYMENTS

5.1 Delivery of Consideration

(A) As soon as practicable following the later of the Effective Date and the surrender to the Depositary for cancellation of a certificate that immediately prior to the Effective Time represented outstanding Rio2 Shares or Atacama Shares that were exchanged under Section 3.1(E)(a)(i) or 3.1(E)(a)(ii), together with a duly completed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require and such other documents and instruments as would have been required to effect such transfer under the OBCA, the *Securities Transfer Act* (Ontario) and the articles of Rio2 or Atacama, as applicable, after giving effect to Section 3.1 the former holder of such Rio2 Shares or Atacama Shares shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, or make available for pick up at its offices during normal business hours, a certificate representing the Amalco Shares that such holder is entitled to receive in accordance with Section 3.1(E)(a)(1) of Section 3.1(E)(a)(ii), less any amounts withheld pursuant to Section 5.4. Notwithstanding the foregoing, holders of Rio2 Subscription Receipts who received Rio2 Shares pursuant to Section 3.1(A) shall not receive certificates representing such Rio2 Shares and, accordingly, shall not be required to deliver any such certificates.

(B) Subject to Section 5.3, until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to the Effective Time represented Rio2 Shares or Atacama Shares will be deemed after the time described in Sections 3.1 to represent only the right to receive from the Depositary upon such surrender the Amalco Shares that the holder of such certificate is entitled to receive in accordance with Section 3.1 hereof, less any amounts withheld pursuant to Section 5.4.

(C) Amalco will cause the Depositary, as soon as a Former Shareholder becomes entitled to the consideration in accordance with Section 3.1 and Section 5.1(A), to:

(a) forward or cause to be forwarded by first class mail (postage paid) to such Former Shareholder at the address specified in the Letter of Transmittal;

(b) if requested by such Former Shareholder in the Letter of Transmittal make available at the offices of the Depositary specified in the Letter of Transmittal for pick up by such Former Shareholder; or

(c) if the Letter of Transmittal neither specifies an address as described in Section 5.1(C)(a) nor contains a request as described in Section 5.1(C)(b), forward or cause to be forwarded by first class mail (postage paid) to such Former Shareholder at the address of such Former Shareholder as shown on the applicable securities register maintained by or on behalf of Rio2 or Atacama immediately prior to the Effective Time;

the consideration to such Former Shareholder in accordance with the provisions hereof.

(D) No holder of Rio2 Shares, Rio2 Subscription Receipts or Atacama Shares shall be entitled to receive any consideration or entitlement with respect to such securities other than any consideration or entitlement to which such holder is entitled to receive in accordance with Section 3.1, this Section 5.1 and the other terms of this Plan of Arrangement and, for greater certainty, no such holder with be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends.

5.2 Loss of Certificates

In the event any certificate which immediately prior to the Effective Time represented any outstanding Rio2 Shares or Atacama Shares that were exchanged pursuant to Section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Former Shareholder, the Depositary will deliver to such person or make available for pick up at its offices in exchange for such lost, stolen or destroyed certificate, the Amalco Shares to which the Former Shareholder is entitled to receive pursuant to Section 3.1 hereof in accordance with such holder's Letter of Transmittal. When authorizing such delivery in relation to any lost, stolen or destroyed certificate, the Former Shareholder will, as a condition precedent to the delivery of Amalco Shares give a bond satisfactory to Amalco and the Depositary (acting reasonably) in such sum as Amalco may direct or otherwise indemnify Amalco in a manner satisfactory to Amalco against any claim that may be made against Amalco with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Extinction of Rights

If any Former Shareholder fails to deliver to the Depositary the certificates, documents or instruments required to be delivered to the Depositary under Section 5.1 or Section 5.2 on or before the sixth anniversary of the Effective Date, on the sixth anniversary of the Effective Date (i) such Former Shareholder will be deemed to have donated and forfeited to Amalco or its successor any Amalco Shares held by the Depositary in trust for such Former Shareholder to which such Former Shareholder is entitled, and (ii) any certificate representing Rio2 Shares or Atacama Shares formerly held by such Former Shareholder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to Amalco and will be cancelled. Neither Amalco nor any of its successors will be liable to any person in respect of any Amalco Shares which is forfeited to Amalco or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

5.4 Withholding Rights

Atacama, Rio2, Amalco and the Depositary will be entitled to deduct and withhold from any consideration otherwise payable under this Plan of Arrangement (including any payment to Rio2 Dissenting Shareholders or Atacama Dissenting Shareholders) (each an "**Affected Person**") such amounts as Atacama, Rio2, Amalco or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act, the U.S. Tax Code, and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax law as counsel may advise is required to be so deducted and withheld by Atacama, Rio2, Amalco or the Depositary, as the case may be ("**Withholding Obligations**"). For the purposes hereof, all such withheld amounts shall be treated as having been paid to the Affected Person in respect of which such deduction and withholding was made on account of the obligation to make payment to such Affected Person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Authority by or on behalf of Atacama, Rio2, Amalco or the Depositary, as the case may be. Atacama, Rio2, Amalco and the Depositary will have the right to:

(a) withhold and sell, on their own account or through a broker (the "**Broker**"), and on behalf of any Affected Person; or

(b) require the Affected Person to irrevocably direct the sale through a Broker and irrevocably direct the Broker pay the proceeds of such sale to Atacama, Rio2, Amalco or the Depositary as appropriate (and, in the absence of such irrevocable direction, the Affected Person shall be deemed to have provided such irrevocable direction),

such number of Amalco Shares delivered or deliverable to such Affected Person pursuant to this Plan of Arrangement as is necessary to produce sale proceeds (after deducting commissions payable to the broker and other costs and expenses) sufficient to fund any Withholding Obligations. Any such sale of Amalco Shares shall be affected on a public market and as soon as practicable following the Effective Date. None of Atacama, Rio2, Amalco, the Depositary or the Broker will be liable for any loss arising out

of any sale of such Amalco Shares, including any loss relating to the manner or timing of such sales, the prices at which the Amalco Shares are sold or otherwise.

5.5 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

5.6 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Rio2 Shares, Rio2 Subscription Receipts and Atacama Shares, issued prior to the Effective Time; (b) the rights and obligations of the Rio2 Shareholders, the Atacama Shareholders, the holders of Rio2 Subscription Receipts, Atacama, Rio2, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement; and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Rio2 Shares, Rio2 Subscription Receipts and Atacama Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 6
AMENDMENTS

6.1 Amendments to Plan of Arrangement

(A) Rio2 and Atacama reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) approved by Rio2 and Atacama, (iii) filed with the Court and, if made following the Rio2 Meeting or the Atacama Meeting, approved by the Court and (iv) communicated to or approved by the Rio2 Shareholders and Atacama Shareholders if and as required by the Court.

(B) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Rio2 or Atacama at any time prior to the Rio2 Meeting and the Atacama Meeting (provided that the other Party shall have consented thereto in writing) with or without any other prior notice or communication and, if so proposed and accepted by the persons voting at the Rio2 Meeting or the Atacama Meeting (other than as may be required under the Interim Order), will become part of this Plan of Arrangement for all purposes.

(C) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Rio2 Meeting or the Atacama Meeting will be effective only if such amendment, modification or supplement (i) is consented to by each of Atacama and Rio2 and (ii) if required by the Court or applicable law, is consented to by Rio2 Shareholders or Atacama Shareholders voting in the manner directed by the Court.

(D) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Amalco provided that it concerns a matter which, in the reasonable opinion of Amalco, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any Former Shareholder.

ARTICLE 7
TERMINATION

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 8
FURTHER ASSURANCES

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of Atacama and Rio2 will make, do and execute, or cause to be made, done and executed, any such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

EXHIBIT A
RIGHTS, PRIVILEGES, CONDITIONS AND RESTRICTIONS
ATTACHING TO THE AMALCO SHARES

1. The holders of the Amalco Shares are entitled to receive notice of, attend and vote (in person or by proxy) at all meetings of the shareholders of Amalco, except where holders of another class are entitled to vote separately as a class as provided in the *Business Corporations Act* (Ontario).

2. Each Amalco Share entitles the holder to one vote at all meetings of shareholders of Amalco.

3. The holders of the Amalco Shares are entitled to such dividends as the directors of Amalco may declare from time to time on the Amalco Shares, in their absolute discretion, from funds legally available for dividends. Any such dividends are payable by Amalco as and when determined by the directors of the Company, in their absolute discretion.

4. Dividends may be declared and paid at any time on the shares of any class of shares of Amalco to the exclusion of any other class.

5. In the event of the liquidation, dissolution or winding-up of Amalco, whether voluntary or involuntary, or any distribution of assets of Amalco among its shareholders for the purpose of winding up its affairs, the holders of the Amalco Shares shall be entitled to receive the remaining property and assets of Amalco.

APPENDIX "B"
ATACAMA CONTINUANCE RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

A. The continuance of Atacama Pacific Gold Corporation ("**Atacama**"), a corporation existing under the laws of Canada, to the *Business Corporations Act* (Ontario) (the "**OBCA**") pursuant to Section 188 of the *Canada Business Corporations Act* ("**CBCA**") and Section 180 of the OBCA, is hereby authorized and approved and Atacama is hereby authorized to apply to the director of corporations under the OBCA ("**Director**") for authorization to be continued as if it had been constituted under the OBCA, and to continue its existence under the OBCA (the "**Continuance**").

B. The form of articles of continuance, the full text of which is attached as Schedule "A" to Appendix "B" to the Joint Management Information Circular of Atacama and Rio2 Limited dated June 14, 2018 (the "**Circular**") accompanying the notice of this meeting is hereby approved, and Atacama is hereby authorized to file the articles of continuance with the Director together with any notices and other documents prescribed by the OBCA necessary to continue Atacama as if it had been incorporated under the laws of the Province of Ontario.

C. Subject to the Continuance becoming effective, and without affecting the validity of any act of Atacama under its existing by-laws (the "**Existing By-Laws**"), the Existing By-Laws are hereby repealed and replaced with the new By-Law No. 1 of Atacama, the full text of which is available under Atacama's profile on www.sedar.com and incorporated by reference into the Circular (the "**New By-Laws**"), together with such changes or amendments thereto as any director or officer of Atacama determines appropriate, the conclusive evidence of such determination being the execution of the New By-Laws by a director or officer of Atacama.

D. Subject to the Continuance becoming effective, pursuant to subsection 125(3) of the OBCA, the number of directors of Atacama, between the minimum and maximum numbers of directors provided for in the articles of continuance of Atacama, is four (4) or such other number as determined from time to time by special resolution or by resolution of the directors. The directors of Atacama are empowered to determine the number of directors of Atacama, in accordance with subsection 125(3) of the OBCA.

E. Notwithstanding that this resolution has been passed (and the Continuance adopted) by the shareholders of Atacama, the directors of Atacama are hereby authorized and empowered without further notice to or approval of the shareholders of Atacama (i) to amend the articles of continuance to the extent permitted by law, and (ii) not to proceed with the Continuance.

F. Any one director or officer of Atacama be and is hereby authorized and directed for and on behalf of Atacama to execute or cause to be executed, under the corporate seal of Atacama or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

Schedule "A"
Form of Articles of Continuance

Please see attached.

For Ministry Use Only
À l'usage exclusif du ministère

Ontario Corporation Number
Numéro de la société en Ontario

3035404

ARTICLES OF CONTINUANCE
STATUTS DE MAINTIEN

Form 6
Business Corporations Act

Formule 6
Loi sur les sociétés par actions

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société : (Écrire en LETTRES MAJUSCULES SEULEMENT) :

A	T	A	C	A	M	A		P	A	C	I	F	I	C		G	O	L	D		C	O	R	P	O	R	A	T	I
O	N																												

2. The corporation is to be continued under the name (if different from 1):
Nouvelle dénomination sociale de la société (si elle différente de celle inscrite ci-dessus) :

3. Name of jurisdiction the corporation is leaving: / Nom du territoire (province ou territoire, État ou pays) que quitte la société :

Canada

Name of jurisdiction / Nom du territoire

4. Date of incorporation/amalgamation: / Date de la constitution ou de la fusion :

2008/06/12

Year, Month, Day / année, mois, jour

5. The address of the registered office is: / Adresse du siège social en :

25 Adelaide Street East, Suite 1900

Street & Number or R.R. Number & if Multi-Office Building give Room No.
Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

Toronto **ONTARIO** M5C3A1

Name of Municipality or Post Office / Nom de la municipalité ou du bureau de poste

Postal Code/Code postal

6. Number of directors is/are:
Nombre d'administrateurs :

Fixed number / Nombre fixe		OR / OU	minimum and maximum / minimum et maximum	
			3	15

7. The director(s) is/are: / Administrateur(s) : First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
Albrecht Schneider	5079 Espoz Vitacura, Santiago, Chile	No
Carl B Hansen	2357 Hargood Place, Mississauga, Ontario, Canada L5M 2G2	Yes
Robert Suttie	118 Deerpath Terrace, Nepean, Ontario, Canada K2J 0L8	Yes
Marco Bastos Fonseca	40 Adelaide Street East, Suite 1900, Toronto, Ontario, Canada M5C 3A1	Yes

8. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pourvoirs de la société.

None

9. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

An unlimited number of common shares.

10. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

Not applicable

11. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

None

12. Other provisions, (if any):
Autres dispositions s'il y a lieu :

None

13. The corporation has complied with subsection 180(3) of the *Business Corporations Act*.
La société s'est conformée au paragraphe 180(3) de la *Loi sur les sociétés par actions*.

14. The continuation of the corporation under the laws of the Province of Ontario has been properly authorized under the laws of the jurisdiction in which the corporation was incorporated/amalgamated or previously continued on
Le maintien de la société en vertu des lois de la province de l'Ontario a été dûment autorisé en vertu des lois de l'autorité législative sous le régime de laquelle la société a été constituée ou fusionnée ou antérieurement maintenue le

Year, Month, Day
année, mois, jour

15. The corporation is to be continued under the *Business Corporations Act* to the same extent as if it had been incorporated thereunder.
Le maintien de la société en vertu de la *Loi sur les sociétés par actions* a le même effet que si la société avait été constituée en vertu de cette loi.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Atacama Pacific Gold Corporation

Name of Corporation / Dénomination sociale de la société

By / Par

Signature / SIgnature

Print name of signatory / Nom du signataire en lettres moulées

Description of Office / Fonction

These articles **must** be signed by a director or officer of the corporation (e.g. president, secretary)
Ces statuts doivent être signés par un administrateur ou un dirigeant de la société (p. ex. : président, secrétaire).

APPENDIX "C"
ATACAMA ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

A. The arrangement (as it may be modified, amended or supplemented from time to time, the "**Arrangement**") under Section 182 of the *Business Corporations Act* (Ontario) involving Atacama Pacific Gold Corporation ("**Atacama**") and Rio2 Limited ("**Rio2**"), all as more particularly described and set forth in the plan of arrangement (as it may be modified, amended or supplemented from time to time, the "**Plan of Arrangement**") attached as Appendix "A" to the Joint Management Information Circular of Atacama and Rio2 dated June 14, 2018 (the "**Circular**"), is hereby authorized, approved, adopted and agreed to.

B. The Plan of Arrangement is hereby authorized, approved, adopted and agreed to.

C. The Arrangement Agreement dated as of May 14, 2018 between Atacama and Rio2 (as it may be modified, amended or supplemented from time to time (the "**Arrangement Agreement**"), the actions of the directors of Atacama in approving the Arrangement and the Arrangement Agreement and the actions of the directors and officers of Atacama in executing and delivering the Arrangement Agreement and causing the performance by Atacama of its obligations thereunder are hereby confirmed, ratified, authorized and approved.

D. Atacama be and is hereby authorized to apply for a final order from the Ontario Superior Court of Justice to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.

E. Notwithstanding that this resolution has been passed (and the Arrangement authorized, approved, adopted and agreed to) by shareholders of Atacama or that the Arrangement has been approved by the Ontario Superior Court of Justice, the directors of Atacama are hereby authorized and empowered without further approval of any shareholders of Atacama (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or Plan of Arrangement and (ii) not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).

F. Any officer or director of Atacama is hereby authorized and directed for and on behalf of Atacama to execute and deliver for filing with the Director under the OBCA articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.

G. Any one director or officer of Atacama is hereby authorized, empowered and instructed, acting for, in the name and on behalf of Atacama, to execute or cause to be executed, under the seal of Atacama or otherwise, and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts and things as in such person's opinion may be necessary or desirable in order to carry out the intent of the foregoing paragraphs of these resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing.

APPENDIX "D"
ATACAMA AMALCO INCENTIVE PLANS RESOLUTION

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

A. The share incentive plan, attached as Appendix "L" to the Joint Management Information Circular of Atacama and Rio2 Limited dated June 14, 2018 (the "**Circular**"), and its adoption by the corporation resulting from the Amalgamation of Rio2 Limited and Atacama Pacific Gold Corporation under the *Business Corporations Act* (Ontario) ("**Amalco**") pursuant to the plan of arrangement (as it may be modified, amended or supplemented from time to time, the "**Plan of Arrangement**") attached as Appendix "A" to the Circular, are hereby authorized and approved.

B. The stock option plan, attached as Appendix "K" to the Circular, and its adoption by Amalco at the Effective Time, are hereby authorized and approved.

C. Any one director or officer of Amalco be and is hereby authorized and directed for and on behalf of Amalco to execute or cause to be executed, under the corporate seal of Amalco or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

APPENDIX "E"
RIO2 ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

A. The arrangement (as it may be modified, amended or supplemented from time to time, the "**Arrangement**") under Section 182 of the *Business Corporations Act* (Ontario) involving Rio2 Limited ("**Rio2**") and Atacama Pacific Gold Corporation ("**Atacama**"), all as more particularly described and set forth in the plan of arrangement (as it may be modified, amended or supplemented from time to time, the "**Plan of Arrangement**") attached as Appendix "A" to the Joint Management Information Circular of Rio2 and Atacama dated June 14, 2018 (the "**Circular**"), is hereby authorized, approved, adopted and agreed to.

B. The Plan of Arrangement is hereby authorized, approved, adopted and agreed to.

C. The Arrangement Agreement dated as of May 14, 2018 between Atacama and Rio2 (as it may be modified, amended or supplemented from time to time (the "**Arrangement Agreement**"), the actions of the directors of Rio2 in approving the Arrangement and the Arrangement Agreement and the actions of the directors and officers of Rio2 in executing and delivering the Arrangement Agreement and causing the performance by Rio2 of its obligations thereunder are hereby confirmed, ratified, authorized and approved.

D. Rio2 be and is hereby authorized to apply for a final order from the Ontario Superior Court of Justice to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.

E. Notwithstanding that this resolution has been passed (and the Arrangement authorized, approved, adopted and agreed to) by shareholders of Rio2 or that the Arrangement has been approved by the Ontario Superior Court of Justice, the directors of Rio2 are hereby authorized and empowered without further approval of any shareholders of Rio2 (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or Plan of Arrangement and (ii) not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).

F. Any officer or director of Rio2 is hereby authorized and directed for and on behalf of Rio2 to execute and deliver for filing with the Director under the OBCA articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.

G. Any one director or officer of Rio2 is hereby authorized, empowered and instructed, acting for, in the name and on behalf of Rio2, to execute or cause to be executed, under the seal of Rio2 or otherwise, and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts and things as in such person's opinion may be necessary or desirable in order to carry out the intent of the foregoing paragraphs of these resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing.

APPENDIX "F"
RIO2 AMALCO INCENTIVE PLANS RESOLUTION

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

A. The share incentive plan, attached as Appendix "L" to the Joint Management Information Circular of Rio2 and Atacama dated June 14, 2018 (the "**Circular**"), and its adoption by the corporation resulting from the Amalgamation of Rio2 Limited and Atacama Pacific Gold Corporation ("**Atacama**") under the *Business Corporations Act* (Ontario) ("**Amalco**") pursuant to the plan of arrangement (as it may be modified, amended or supplemented from time to time, the "**Plan of Arrangement**") attached as Appendix "A" to the Circular at the Effective Time (as defined in the Plan of Arrangement), are hereby authorized and approved.

B. The stock option plan, attached as Appendix "K" to the Circular, and its adoption by Amalco at the Effective Time, are hereby authorized and approved.

C. Any one director or officer of Amalco be and is hereby authorized and directed for and on behalf of Amalco to execute or cause to be executed, under the corporate seal of Amalco or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

APPENDIX "G"
ATACAMA FAIRNESS OPINION

Please see attached.

BMO Capital Markets®

May 12, 2018

The Special Committee of the Board of Directors and the Board of Directors
Atacama Pacific Gold Corporation
25 Adelaide Street East, Suite 1900
Toronto, Ontario
M5C 3A1

To the Special Committee of the Board of Directors and the Board of Directors:

BMO Nesbitt Burns Inc. ("BMO Capital Markets" or "we" or "us") understands that Atacama Pacific Gold Corporation ("Atacama" or the "Company") and Rio2 Limited ("Rio2") propose to enter into an arrangement agreement to be dated May 14, 2018 (the "Arrangement Agreement") which contemplates the amalgamation of the Company with Rio2 to form Amalco to pursuant to an arrangement under the *Business Corporations Act* (Ontario) (the "Arrangement"). Rio2 will complete an equity issuance via a bought deal for C$10 million prior to the closing of the Arrangement at an issue price per Rio2 share of C$1.00 (the "Rio2 Financing"). As part of the Arrangement, holders of shares of Atacama ("Atacama Shareholders") will be entitled to receive, in exchange for each Atacama share held, 0.6601 shares of Amalco (the "Consideration") and holders of shares of Rio2 will receive 0.6667 shares of Amalco in exchange for each Rio2 share held, such that Atacama Shareholders will own 57.5% of Amalco on a fully diluted, in-the-money basis pro forma the Rio2 Financing. The terms and conditions of the Arrangement will be summarized in the Company's management information circular (the "Circular") to be mailed to Atacama Shareholders in connection with a special meeting of the Atacama Shareholders to be held to consider and, if deemed advisable, approve the Arrangement.

We have been retained to provide financial advice to the Company, including our opinion (the "Opinion") to the special committee of the board of directors of the Company (the "Special Committee") and the board of directors of the Company (the "Board of Directors") as to the fairness from a financial point of view of the Consideration to be received by the Atacama Shareholders pursuant to the Arrangement.

ENGAGEMENT OF BMO CAPITAL MARKETS

The Company initially contacted BMO Capital Markets regarding a potential advisory assignment in March 2017. BMO Capital Markets was formally engaged by the Company pursuant to an agreement dated June 21, 2017 (the "Engagement Agreement"). Under the terms of the Engagement Agreement, BMO Capital Markets has agreed to provide the Company with various advisory services in connection with the Arrangement including, among other things, the provision of the Opinion.

BMO Capital Markets will receive a fee for rendering the Opinion. We will also receive certain fees for our advisory services under the Engagement Agreement, a substantial portion of which is contingent upon the successful completion of the Arrangement. The Company has also agreed to reimburse us for our reasonable out-of-pocket expenses and to indemnify us against certain liabilities that might arise out of our engagement.

CREDENTIALS OF BMO CAPITAL MARKETS

BMO Capital Markets is one of North America's largest investment banking firms, with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading, investment research and investment management. BMO Capital Markets has been a financial advisor in a significant number of transactions throughout North America involving public and private companies in various industry sectors and has extensive experience in preparing fairness opinions.

The Opinion represents the opinion of BMO Capital Markets, the form and content of which have been approved for release by a committee of our officers who are collectively experienced in merger and acquisition, divestiture, restructuring, valuation, fairness opinion and capital markets matters.

INDEPENDENCE OF BMO CAPITAL MARKETS

Neither BMO Capital Markets, nor any of our affiliates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario) or the rules made thereunder) of the Company, Rio2, or any of their respective associates or affiliates (collectively, the "Interested Parties").

BMO Capital Markets has not been engaged to provide any financial advisory services nor has it participated in any financings involving the Interested Parties within the past two years, other than acting as financial advisor to the Company, the Special Committee, and the Board of Directors pursuant to the Engagement Agreement.

There are no understandings, agreements or commitments between BMO Capital Markets and any of the Interested Parties with respect to future business dealings. BMO Capital Markets may, in the future, in the ordinary course of business, provide financial advisory, investment banking, or other financial services to one or more of the Interested Parties from time to time.

BMO Capital Markets and certain of our affiliates act as traders and dealers, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of one or more of the Interested Parties and, from time to time, may have executed or may execute transactions on behalf of one or more Interested Parties for which BMO Capital Markets or such affiliates received or may receive compensation. As investment dealers, BMO Capital Markets and certain of our affiliates conduct research on securities and may, in the ordinary course of business, provide research reports and investment advice to clients on investment matters, including with respect to one or more of the Interested Parties or the Arrangement. In addition, Bank of Montreal ("BMO"), of which BMO Capital Markets is a wholly-owned subsidiary, or one or more affiliates of BMO, may provide banking or other financial services to one or more of the Interested Parties in the ordinary course of business.

SCOPE OF REVIEW

In connection with rendering the Opinion, we have reviewed and relied upon, or carried out, among other things, the following:

1. a draft of the Arrangement Agreement dated May 11, 2018;

2. a draft of the voting support agreement (the "Support Agreement") dated May 11, 2018, between Rio2 and certain directors and officers of Atacama;

3. certain publicly available information relating to the business, operations, financial condition and trading history of the Company, Rio2 and other selected public companies we considered relevant;

4. certain internal financial, operating, corporate and other information prepared or provided by or on behalf of the Company and Rio2 relating to the business, operations and financial condition of the Company and Rio2;

5. internal management forecasts, projections, estimates and budgets prepared or provided by or on behalf of management of the Company;

6. the 2014 Pre-Feasibility Study that the Company published on its Cerro Maricunga project prepared by Alquimia Conceptos S.A. and NCL Ingenieria y Construccion Spa (NCL), dated October 6, 2014;

7. discussions with management of the Company relating to the Company's current business, plan, financial condition and prospects;

8. discussions with management of Rio2 relating to Rio2's current business, plan, financial condition and prospects;

9. public information with respect to selected precedent transactions we considered relevant;

10. various reports published by equity research analysts and industry sources we considered relevant;

11. a letter of representation as to certain factual matters and the completeness and accuracy of certain information upon which the Opinion is based, addressed to us and dated as of the date hereof, provided by senior officers of the Company; and

12. such other information, investigations, analyses and discussions as we considered necessary or appropriate in the circumstances.

BMO Capital Markets has not, to the best of its knowledge, been denied access by the Company or Rio2 to any information under the Company's or Rio2's control, as applicable, requested by BMO Capital Markets.

ASSUMPTIONS AND LIMITATIONS

We have relied upon and assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions, representations and other material (financial or otherwise) obtained by us from public sources or provided or made available to us, either directly or indirectly, by or on behalf of the Company or Rio2 or otherwise obtained by us in connection with our engagement. The Opinion is conditional upon such completeness, accuracy and fair presentation. We have not been requested to, and have not assumed any obligation to, independently verify the completeness, accuracy or fair presentation of any such Information. We have assumed that forecasts, projections, estimates and budgets provided to us and used in our analyses were reasonably prepared on bases reflecting the best then currently available assumptions, estimates and judgments of management of the Company, having regard to the Company's business, plans, financial condition and prospects.

Senior officers of the Company have represented to BMO Capital Markets in a letter of representation delivered as of the date hereof, among other things, that: (i) with the exception of forecasts, projections, estimates and budgets, the financial and other information, data, advice, opinions, representations and other material (financial or otherwise) provided or made available to BMO Capital Markets, either directly or indirectly, orally or in writing by the Company, Rio2 or any of their respective subsidiaries (as defined in National Instrument 45-106 – *Prospectus and Registration Exemptions*) or any of their respective representatives in connection with BMO Capital Markets' engagement (collectively, the "Information") is, or in the case of historical Information was at the date of preparation, complete, true and correct in all material respects, and does not, or in the case of historical Information did not, contain a misrepresentation (as defined in the *Securities Act* (Ontario)); and (ii) since the dates on which the Information was provided to BMO Capital Markets, except as generally disclosed or as disclosed to BMO Capital Markets (including in more current Information), there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company, Rio2 or any of their respective subsidiaries; and (iii) no change has occurred in the Information or any part thereof which could have or which would reasonably be expected to have a material effect on the Opinion. The representations of senior officers of the Company with respect to Information relating to Rio2 or any of its subsidiaries are to the best of their actual knowledge, information and belief.

In preparing the Opinion, we have assumed that the executed Arrangement Agreement and Support Agreement will not differ in any material respect from the draft that we reviewed, and that the Arrangement will be consummated in accordance with the terms and conditions of the Arrangement Agreement without waiver of, or amendment to, any term or condition that is in any way material to our analyses.

The Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of the date hereof and the condition and prospects, financial and otherwise, of the Company and Rio2 as they are reflected in the Information and as they have been represented to BMO Capital Markets in discussions with management of the Company, Rio2 or their respective representatives. In our analyses and in preparing the Opinion, BMO Capital Markets made numerous judgments and assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond our control or that of any party involved in the Arrangement.

The Opinion is provided to the Special Committee and the Board of Directors for their exclusive use only in considering the Arrangement and may not be used or relied upon by any other person or for any other purpose without our prior written consent. The Opinion does not constitute a recommendation as to how any Shareholder should vote or act on any matter relating to the Arrangement. Except for the inclusion of the Opinion in its entirety and a summary thereof (in a form acceptable to us) in the Circular, the Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without our prior written consent.

We have not been asked to prepare and have not prepared a formal valuation or appraisal of the securities or assets of the Company, Rio2, or of any of their respective subsidiaries, and the Opinion should not be construed as such. The Opinion is not, and should not be construed as, advice as to the price at which the securities of the Company, Rio2 or Amalco may trade at any time. BMO Capital Markets was not engaged to review any legal, tax or regulatory aspects of the Arrangement and the Opinion does not address any such matters. We have relied upon, without independent verification, the assessment by the Company and its legal and tax advisors with respect to such matters. In addition, the Opinion does not address the relative merits of the Arrangement as compared to any strategic alternatives that may be available to the Company.

The Opinion is rendered as of the date hereof and BMO Capital Markets disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Opinion which may come or be brought to the attention of BMO Capital Markets after the date hereof. Without limiting the foregoing, if we learn that any of the information we relied upon in preparing the Opinion was inaccurate, incomplete or misleading in any material respect, BMO Capital Markets reserves the right to change or withdraw the Opinion.

CONCLUSION

Based upon and subject to the foregoing, BMO Capital Markets is of the opinion that, as of the date hereof, the Consideration to be received by the Atacama Shareholders pursuant to the Arrangement is fair from a financial point of view to the Atacama Shareholders.

Yours truly,

BMO Nesbitt Burns Inc.

BMO Nesbitt Burns Inc.

APPENDIX "H"
RIO2 FAIRNESS OPINION

Please see attached.

May 12, 2018

The Board of Directors of
Rio2 Limited
161 Bay Street, Suite 2700
Toronto, ON M5J 2S1

To the Board of Directors:

Raymond James Ltd. ("**Raymond James**", "**we**" or "**us**") understands that Rio2 Limited ("**Rio2**" or the "**Company**") and Atacama Pacific Gold ("**Atacama Pacific**") have entered into a definitive arrangement agreement (the "**Arrangement Agreement**") to combine their respective businesses via a court approved plan of arrangement (the "**Arrangement**") under the *Business Corporations Act* (Ontario). Under the terms of the Arrangement Agreement, each Atacama Pacific shareholder will receive 0.6601 shares of the combined company for each Atacama Pacific common share held and each Rio2 shareholder (the "**Rio2 Shareholder**") will receive 0.6667 shares of the combined company (the "**Rio2 Consideration**") for each Rio2 common share held (each a "**Rio2 Share**"). In connection with the Arrangement, Rio2 will complete a concurrent private placement of subscription receipts for gross proceeds of C$10 million based on an offer price of C$1.00 per subscription receipt (the "**Concurrent Financing**").

The terms and conditions of the Arrangement will be summarized in the Company's management information circular (the "**Circular**") to be mailed to the Rio2 Shareholders in connection with a special meeting of the Rio2 Shareholders to be held to consider and, if deemed advisable, approve the Arrangement. We have been retained to provide our opinion (the "**Opinion**") to the Board of Directors of the Company (the "**Board of Directors**") as to whether the Rio2 Consideration to be received by the Rio2 Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the shareholders of Rio2 as of the date of the Arrangement Agreement.

This opinion letter (the "**Opinion**") has been prepared in accordance with the disclosure standards for fairness opinions of the Investment Industry Regulatory Organization of Canada ("**IIROC**"), but IIROC has not been involved in the preparation or review of this Opinion.

Engagement of Raymond James

Raymond James was formally engaged by the Board of Directors pursuant to an engagement letter dated April 28, 2018, the terms of which were superseded by an updated engagement letter dated May 10, 2018 (the "**Engagement Agreement**"). Under the terms of the Engagement Agreement, Raymond James has agreed to provide the Board of Directors with financial advisory services in connection with the Transaction, including the provision of this Opinion to the Board of Directors.

Pursuant to the terms of the Engagement Agreement, Raymond James will be paid a fixed fee for the delivery of this Opinion. In addition, Raymond James will be paid a separate fee for its advisory services pursuant to the Engagement Agreement that is contingent on the completion of the Arrangement, and is also to be reimbursed for all approved and reasonable legal and other out-of-pocket expenses. Raymond James and its

affiliates and their respective directors, officers, partners, employees, agents and controlling persons are to be indemnified by the Company from and against certain potential liabilities arising out of its engagement.

Independence of Raymond James

Neither Raymond James nor any of its affiliates or associates is an insider, associate or affiliate (as such terms are defined in the *Securities Act* (Ontario) or the rules made thereunder) of the Company or Atacama Pacific or (the "**Interested Parties**") any of their respective subsidiaries, associates or affiliates.

Raymond James has not been engaged to provide financial advisory services, nor has it participated in any financings involving the Interested Parties within the past two years other than acting as financial advisor to the Company pursuant to the Engagement Agreement. There are no other understandings, agreements or commitments between Raymond James and the Interested Parties with respect to any current or future business dealings which would be material to the Opinion.

Raymond James may, in the ordinary course of its business, provide financial advisory or investment banking services to the Company or its respective affiliates or associates from time to time. In addition, in the ordinary course of its business, Raymond James acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have, today or in the future, positions in the securities of the Company or its respective affiliates or associates, and, from time to time, may have executed or may execute transactions on behalf of the Company or other clients for which it received or may receive compensation. In addition, as an investment dealer, Raymond James conducts research on securities, and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to the Company or their respective affiliates or associates.

Credentials of Raymond James

Raymond James is a North American full-service investment dealer with operations located across Canada, Europe, and the United States. Raymond James is a member of the Toronto Stock Exchange ("**TSX**"), the TSX Venture Exchange, the Montreal Exchange, IIROC, the Investment Funds Institute of Canada, and the Canadian Investor Protection Fund. Raymond James and its officers have prepared numerous valuations and fairness opinions and have participated in a significant number of transactions involving private and publicly-traded companies. Raymond James is indirectly wholly-owned by Raymond James Financial, Inc. ("**Raymond James Financial**"). Raymond James Financial is a diversified financial services holding company listed on the New York Stock Exchange (NYSE: RJF) whose subsidiaries engage primarily in investment and financial planning, including securities and insurance, brokerage, investment banking, asset management, banking and cash management, and trust services.

The Opinion expressed herein represents the opinion of Raymond James and the form and content of this Opinion have been reviewed and approved for release by a committee of managing directors of Raymond James. The committee members are professionals experienced in providing valuations and fairness opinions for mergers and acquisitions as well as providing capital markets advice.

Overview of Rio2

Rio2 is building a multi-asset, multi-jurisdiction, precious metals company focused in the Americas with exploration properties in Peru and Central America. We understand Rio2's strategy is to pursue strategic acquisitions to compile an attractive portfolio of precious metals assets where it can deploy its operational excellence and responsible mining practices to create value for its shareholders. We further understand Rio2 has assembled a highly experienced executive team to generate significant shareholder value, with proven technical skills in the development and operations of mines and capital markets experience.

Scope of Review

In connection with rendering our Opinion, we have reviewed and relied upon, without independent verification and among other things, the following:

i. a copy of the Arrangement Agreement and the schedules attached thereto (together with a disclosure letter relating thereto);

ii. consolidated annual financial statements, and management's discussion and analysis, of the Company and Atacama Pacific for the years ended December 31, 2017 and March 31, 2017, respectively together with the notes thereto and the auditors' reports thereon;

iii. the Company and Atacama Pacific's interim consolidated unaudited financial statements, and management's discussion and analysis for the three month periods ended September 30, 2017, June 30, 2017, and March 31, 2017;

iv. certain public disclosure by the Company and Atacama Pacific as filed on the System for Electronic Document Analysis and Retrieval, including press releases issued by the Company;

v. various verbal and written conversations with management of the Company regarding the operations, financial condition and corporate strategy of the Company;

vi. various verbal and written conversations with management of the Company regarding the Concurrent Financing;

vii. certain internal financial, operational, corporate and other information with respect to the Company and Atacama Pacific, including a financial model relating to Atacama Pacific's Cerro Maricunga asset prepared by management of the Company, as well as internal operating and financial projections and presentations prepared by management of the Company (and discussions with management with respect to such information, model, projections and presentations);

viii. selected public market trading statistics and financial information of the Company, Atacama Pacific and other entities considered by us to be relevant;

ix. other public information relating to the business, operations and financial condition of the Company and Atacama Pacific considered by us to be relevant;

x. other publicly available information relating to selected public companies considered by us to be relevant, including published reports by equity research analysts and industry reports;

xi. information with respect to selected precedent transactions considered by us to be relevant;

xii. a certificate addressed to us dated as of the date hereof from two senior officers of the Company as to the completeness and accuracy of the Information (as hereinafter defined); and

xiii. such other information, analyses, investigations, and discussions as we considered necessary or appropriate in the circumstances.

In addition, we have participated in various discussions with members of the Company regarding the Company's businesses, operations, financial condition, corporate strategy and prospects. We have also participated in various discussions with DLA Piper (Canada) LLP, legal counsel to the Company concerning the Arrangement, the Arrangement Agreement and related matters. Raymond James has not, to the best of its knowledge, been denied access by the Company to any information requested by Raymond James.

Prior Valuations

The Chief Executive Officer and the Chief Financial Officer of Rio2 have represented to Raymond James that, to the best of their knowledge, after due enquiry, there have been no prior valuations (as such term is defined in the Canadian Securities Administrators Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**") of Rio2 or any of its material assets or subsidiaries prepared in the preceding 24 months.

Assumptions and Limitations

Our Opinion is subject to the assumptions, qualifications and limitations set forth below.

We have not been asked to prepare and have not prepared a formal valuation or appraisal of any of the assets or securities of the Company or any of its affiliates and our Opinion should not be construed as such. We have relied upon the advice of counsel to the Company that the Arrangement is not subject to the formal valuation requirements of MI 61-101.

The Company has represented to us, in a certificate of two senior officers of the Company dated the date hereof, among other things, that to the best of their knowledge, the information, data and other material (financial or otherwise) provided to us by or on behalf of the Company (collectively, the "**Information**"), are true and correct in all material respects. To the best of their knowledge, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company and no material change has occurred in the Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Opinion.

We have assumed that all government, regulatory, stock exchange, court or other consents and approvals will be obtained, and no limitations, restrictions or conditions will be imposed in respect of the Concurrent Financing. For the purposes of calculating the Consideration, we have assumed that the Concurrent Financing will be successfully completed at C$1 per common share of the Company and for total gross proceeds of C$10 million. We are not providing an Opinion as to the fairness of the price that equity is to be issued pursuant to the Concurrent Financing. We have also assumed that the value of the Rio2 Consideration at the date of our Opinion is based on exchange ratios of (i) 0.6601 shares of the combined company for each Atacama Pacific common share, and (ii) 0.6667 shares of the combined company for each Rio2 common share, however there can be no assurance that the value of the Rio2 Consideration will not change in the future.

We have assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions and representations obtained by us from public sources, or provided to us by the

Company or its affiliates or advisors or otherwise obtained by us pursuant to our engagement. We have assumed that the historical financial data, operating and financial forecasts and budgets provided to us concerning the Company and Atacama Pacific and relied upon in our financial analyses, have been reasonably prepared on bases reflecting the most reasonable assumptions, estimates and judgements of management of the Company and Atacama Pacific, having regard to the Company and Atacama Pacific's business, plans, financial condition and prospects.

We are not legal, tax or accounting experts and we express no opinion concerning any legal, tax or accounting matters concerning the Arrangement.

In our analyses and in connection with the preparation of our Opinion, we made numerous assumptions with respect to industry performance, general business, markets and economic conditions and other matters, many of which are beyond the control of any party involved in the Arrangement. Our Opinion is rendered on the basis of securities markets, economic and general business and financial conditions prevailing as at the date hereof and the conditions and prospects, financial and otherwise, of the Company and Atacama Pacific as they are reflected in the Information and as they were represented to us in our discussions with management of the Company and its affiliates and advisors. Our Opinion is not intended to be and does not constitute a recommendation to any securityholder to accept or reject the Arrangement, nor as an opinion concerning the trading price or value of any securities of the Company or Atacama Pacific following the announcement, completion or termination of the Arrangement.

We have assumed the Arrangement would be completed substantially in accordance with its terms and all applicable laws and that the Arrangement Agreement and the management proxy circular will disclose all material facts relating to the Arrangement and will satisfy all applicable legal requirements. We also have assumed the Arrangement Agreement (including the schedules thereto and the disclosure letter relating thereto) will not differ materially from the form of the drafts reviewed by Raymond James.

Opinion

Based upon and subject to the foregoing and such other matters as we considered relevant, it is our opinion that, as of the date hereof, the Rio2 Consideration to be received by the Rio2 Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Rio2 Shareholders as of the date of the Arrangement Agreement.

Yours very truly,

Raymond James Ltd

Raymond James Ltd.

APPENDIX "I"
INTERIM ORDER AND NOTICE OF APPLICATION

Please see attached.

Court File No. CV-18-599435-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	**THURSDAY, THE 14TH**
	)	
JUSTICE HAINEY	)	**DAY OF JUNE, 2018**

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED, AND RULES 14.05(2) AND 14.05(3) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING ATACAMA PACIFIC GOLD CORPORATION

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING RIO2 LIMITED

ATACAMA PACIFIC GOLD CORPORATION and RIO2 LIMITED

Applicants

INTERIM ORDER

THIS MOTION made by Atacama Pacific Gold Corporation ("**Atacama**") and Rio2 Limited ("**Rio2**" and, together with Atacama, the "**Applicants**"), for an interim order for advice and directions pursuant to section 182 of the *Business Corporations Act*, R.S.O. 1990, B. 16, as amended, (the "OBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on June 8, 2018, the Affidavit of Carl Hansen sworn June 11, 2018 (the "**Hansen Affidavit**") and the Affidavit of Jose Luis Martinez, sworn June 11, 2018 (the "**Martinez Affidavit**"), including the Plan of Arrangement, which is attached as Appendix "A" to the draft joint management

information circular of Atacama and Rio2 (the "**Information Circular**"), which is attached as Exhibit "A" to the Martinez Affidavit, and on hearing the submissions of counsel for Atacama and counsel for Rio2, and on being advised that it is the intention of the Applicants to rely upon Section 3(a)(10) of the *United States Securities Act* of 1933 (the "**1933 Act**") to issue, subject to the Court's approval of the Plan of Arrangement, the Amalco Shares (as that term is defined herein) without registration under the 1933 Act (which exemption will not apply to Amalco Shares issued to certain holders of Rio2 subscription receipts who acquire Rio2 Shares (as that term is defined herein) pursuant to Section 3.1(A) of the Plan of Arrangement).

Definitions

1. **THIS COURT ORDERS** that all capitalized terms in this Interim Order shall have the meanings ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meetings

The Atacama Meeting

2. **THIS COURT ORDERS** that Atacama is permitted to call, hold and conduct a special meeting (the "**Atacama Meeting**") of the holders (the "**Atacama Shareholders**") of common shares (the "**Atacama Shares**") in the capital of Atacama to be held at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada on July 16, 2018 at 10:00 a.m. (Toronto time) in order for the Atacama Shareholders, either in person or by proxy, to consider and, if determined advisable pass a special resolution authorizing, adopting and approving,

with or without variation, the Arrangement and the Plan of Arrangement (the "**Atacama Arrangement Resolution**").

3. **THIS COURT ORDERS** that the Atacama Meeting shall be called, held and conducted in accordance with the CBCA, and the notice of meeting of Atacama Shareholders, which accompanies the Information Circular (the "**Notice of Atacama Meeting**") and the articles and by-laws of Atacama, subject to what may be provided hereafter and subject to further order of this court.

4. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Atacama Meeting shall be:

   (a) the Atacama Shareholders or their respective proxyholders;

   (b) the officers, directors, auditors and advisors of Atacama;

   (c) representatives and advisors of Rio2; and

   (d) other persons who may receive the permission of the Chair of the Atacama Meeting.

5. **THIS COURT ORDERS** that Atacama may transact such other business at the Atacama Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Atacama Meeting.

The Rio2 Meeting

6. **THIS COURT ORDERS** that Rio2 is permitted to call, hold and conduct a special meeting (the "**Rio2 Meeting**" and, together with the Atacama Meeting, the "**Meetings**") of the holders ("**Rio2 Shareholders**" and, together with the Atacama Shareholders, the "**Shareholders**") of common shares (the "**Rio2 Shares**" and,

together with the Atacama Shares, the "**Shares**") in the capital of Rio2 to be held at the offices of DLA Piper (Canada) LLP, Suite 6000, 100 King St. West, Toronto, Ontario, Canada on July 16, 2018 at 9:00 a.m. (Toronto time) in order for the Rio2 Shareholders, either in person or by proxy, to consider and, if determined advisable, pass a special resolution authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (the "**Rio2 Arrangement Resolution**" and together with the Atacama Arrangement Resolution, the "**Arrangement Resolutions**").

7. **THIS COURT ORDERS** that the Rio2 Meeting shall be called, held and conducted in accordance with the OBCA, and the notice of meeting of Rio2 Shareholders, which accompanies the Information Circular (the "**Notice of Rio2 Meeting**") and the articles and by-laws of Rio2, subject to what may be provided hereafter and subject to further order of this court.

8. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Rio2 Meeting shall be:

   (a) the Rio2 Shareholders or their respective proxyholders;

   (b) the officers, directors, auditors and advisors of Rio2;

   (c) representatives and advisors of Atacama; and

   (d) other persons who may receive the permission of the Chair of the Rio2 Meeting.

9. **THIS COURT ORDERS** that Rio2 may transact such other business at the Rio2 Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

Atacama Quorum

10. **THIS COURT ORDERS** that the Chair of the Atacama Meeting shall be determined by Atacama and that quorum for the Atacama Meeting shall be Atacama Shareholders holding not less than 10% of the outstanding Atacama Shares entitled to vote at the Atacama Meeting present in person or represented by proxy, regardless of the number of persons actually present at the Atacama Meeting.

Rio2 Quorum

11. **THIS COURT ORDERS** that the Chair of the Rio2 Meeting shall be determined by Rio2 and that quorum for the Rio2 Meeting shall be Rio2 Shareholders holding not less than 15% of the outstanding Rio2 Shares entitled to vote at the Rio2 Meeting.

The Record Date

12. **THIS COURT ORDERS** that the record date (the "**Record Date**") for determination of the applicable Shareholders entitled to notice of, and to vote at, each of the Atacama Meeting and the Rio2 Meeting shall be the close of business June 8, 2018.

Amendments to the Arrangement and Plan of Arrangement

13. **THIS COURT ORDERS** that the Applicants are authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 14 below, such amendments, modifications or supplements to the Arrangement and the Plan of Arrangement as

they may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 18 and 19 and/or paragraphs 23 and 24 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented, shall be the Arrangement and Plan of Arrangement to be submitted to the Atacama Shareholders at the Atacama Meeting and the Rio2 Shareholders at the Rio2 Meeting and shall be the subject of the Atacama Arrangement Resolution and the Rio2 Arrangement Resolution, respectively. Amendments, modifications or supplements may be made following the Meetings, but shall be subject to review and, if appropriate, further direction by this Court at the hearing for the final approval of the Arrangement. Notwithstanding the foregoing, Amalco may make any amendment, modification or supplement to the Plan of Arrangement following the Effective Date provided that it concerns a matter which, in the reasonable opinion of Amalco, is of an administrative nature required to better give effect to the implementation of the Plan of Arrangement and is not adverse to the financial or economic interests of any Shareholder.

14. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement or Plan of Arrangement as referred to in paragraph 13 above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against either the Atacama Arrangement Resolution or the Rio2 Arrangement Resolution, as applicable, notice of such amendment, modification or supplement shall be distributed, subject to any further order of this Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as the Applicants may determine.

Amendments to the Information Circular

15. **THIS COURT ORDERS** that the Applicants are authorized to make such amendments, revisions and/or supplements to the draft Information Circular as they may determine in accordance with the Arrangement Agreement and the Information Circular, as so amended, revised and/or supplemented, shall be the Information Circular to be distributed in accordance with paragraphs 18 and 19 and/or paragraphs 23 and 24 of this Interim Order.

Adjournments and Postponements

Atacama Adjournment

16. **THIS COURT ORDERS** that Atacama, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Atacama Meeting on one or more occasions, without the necessity of first convening the Atacama Meeting or first obtaining any vote of the Atacama Shareholders or any additional approval of the Court respecting the adjournment or postponement, and any such adjournment or postponement of the Atacama Meeting shall not change the Record Date, and notice of any such adjournment or postponement shall be given by such method as Atacama may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Atacama Meeting in respect of adjournments and postponements.

Rio2 Adjournment

17. **THIS COURT ORDERS** that Rio2, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the

Rio2 Meeting on one or more occasions, without the necessity of first convening the Rio2 Meeting or first obtaining any vote of the Rio2 Shareholders or any additional approval of the Court respecting the adjournment or postponement, and any such adjournment or postponement of the Rio2 Meeting shall not change the Record Date, and notice of any such adjournment or postponement shall be given by such method as Rio2 may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Rio2 Meeting in respect of adjournments and postponements.

Notices of Meetings

Notice of Atacama Meeting

18. **THIS COURT ORDERS** that, in order to effect notice of the Atacama Meeting, Atacama shall send:

(a) the Information Circular (including the Notice of Application and this Interim Order), the Notice of Atacama Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as Atacama may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "**Atacama Meeting Materials**"), to the registered Atacama Shareholders (the "**Registered Atacama Shareholders**") of securities which they own at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Atacama Meeting, excluding the date of sending and the date of the Atacama Meeting, by one or more of the following methods:

(i) by pre-paid ordinary or first class mail at the addresses of the Registered Atacama Shareholders as they appear on the books and records of Atacama, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Atacama;

(ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

(iii) by facsimile or electronic transmission to any Registered Atacama Shareholder, who is identified to the satisfaction of Atacama, who requests such transmission in writing and, if required by Atacama, who is prepared to pay the charges for such transmission;

(b) the Information Circular (including the Notice of Application and the Interim Order), the Notice of Atacama Meeting and a voting instruction form (the "**Atacama NOBO Meeting Materials**") to non-registered Atacama Shareholders who do not object to their name being made known to the issuers of securities which they own by pre-paid ordinary or first class mail or recognized courier service at their respective addresses as indicated on the beneficial owner search results obtained by Atacama's registrar and transfer agent in connection with the Atacama Meeting, at least twenty-one (21) days prior to the date of the Atacama Meeting, excluding the date of sending and the date of the Atacama Meeting in accordance with National Instrument 54-101 of the Canadian Securities Administrators;

(c) the Information Circular (including the Notice of Application and the Interim Order) and the Notice of Atacama Meeting (the "**Atacama OBO Meeting Materials**") to non-registered Atacama Shareholders who object to their name being made known to the issuers of securities which they own by providing sufficient copies of the Atacama OBO Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

(d) the Atacama Meeting Materials to the respective directors and auditors of Atacama by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Atacama Meeting, excluding the date of sending and the date of the Atacama Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Atacama Meeting.

19. **THIS COURT ORDERS** that Atacama is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by the Applicants to be necessary or desirable (collectively, the "**Court Materials**") to the holders of Atacama options and warrants by any method permitted for notice to Atacama Shareholders as set forth in paragraph 18(a) above, concurrently with the distribution described in paragraph 18 of this Interim Order. Notwithstanding the foregoing, where Atacama has a record of the electronic mailing address of a holder

of Atacama options or warrants, Atacama may deliver the Court Materials via electronic mail. Distribution to all other holders of Atacama options and warrants shall be to their addresses as they appear on the books and records of Atacama, or its registrar and transfer agent at the close of business on the Record Date.

20. **THIS COURT ORDERS** that accidental failure or omission by Atacama to give notice of the Atacama Meeting or to distribute the Atacama Meeting Materials, the Atacama NOBO Meeting Materials, the Atacama OBO Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Atacama, or the non-receipt of such notice shall, subject to any further order of this Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Atacama Meeting. If any such failure or omission is brought to the attention of Atacama, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

21. **THIS COURT ORDERS** that Atacama is hereby authorized to make such amendments, revisions or supplements to the Atacama Meeting Materials, the Atacama NOBO Meeting Materials and the Atacama OBO Meeting Materials and the Applicants are entitled to make such amendments, revisions or supplements to the Court Materials, as Atacama or the Applicants, respectively, may determine in accordance with the terms of the Arrangement Agreement, and that notice of such amendments, revisions or supplements may, subject to paragraph 14 above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by

the method most reasonably practicable in the circumstances, as Atacama may determine.

22. **THIS COURT ORDERS** that distribution of the Atacama Meeting Materials, the Atacama NOBO Meeting Materials, the Atacama OBO Meeting Materials and the Court Materials pursuant to paragraphs 18 and 19 of this Interim Order shall constitute notice of the Atacama Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 18 and 19 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Atacama Meeting Materials, the Atacama NOBO Meeting Materials, the Atacama OBO Meeting Materials or the Court Materials or any portion thereof need be made, or notice given or other material served in respect of these proceedings and/or the Atacama Meeting to such persons or to any other persons, except to the extent required by paragraph 14 above.

Notice of Rio2 Meeting

23. **THIS COURT ORDERS** that, in order to effect notice of the Rio2 Meeting, Rio2 shall send:

(a) the Information Circular (including the Notice of Application and this Interim Order), the Notice of Rio2 Meeting, the form of proxy and the letter of transmittal, along with such amendments or additional documents as Rio2 may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "**Rio2 Meeting Materials**"), to the registered Rio2 Shareholders (the "**Registered Rio2 Shareholders**" and,

together with the Registered Atacama Shareholders, the "**Registered Shareholders**") at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

(i) by pre-paid ordinary or first class mail at the addresses of the Registered Rio2 Shareholders as they appear on the books and records of Rio2, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Rio2;

(ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

(iii) by facsimile or electronic transmission to any Registered Rio2 Shareholder, who is identified to the satisfaction of Rio2, who requests such transmission in writing and, if required by Rio2, who is prepared to pay the charges for such transmission;

(b) the Information Circular (including the Notice of Application and the Interim Order) and the Notice of Rio2 Meeting (the "**Rio2 Beneficial Holder Meeting Materials**") to non-registered Rio2 Shareholders by providing sufficient copies of the Rio2 Beneficial Holder Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

(c) the respective directors and auditors of Rio2 by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or, with

the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Rio2 Meeting, excluding the date of sending and the date of the Rio2 Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Rio2 Meeting.

24. **THIS COURT ORDERS** that Rio2 is hereby directed to distribute the Court Materials to the holders of Rio2 options, share awards and subscription receipts or other rights to acquire voting common shares of Rio2, by any method permitted for notice to Rio2 Shareholders as set forth in paragraphs 23(a) and 23(b) above, concurrently with the distribution described in paragraph 23 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Rio2, or its registrar and transfer agent at the close of business on the Record Date. Notwithstanding the foregoing, where Rio2 has a record of the electronic mailing address of a holder of Rio2 options, share awards and subscription receipts or other rights to acquire voting common shares of Rio2, Rio2 may deliver the Court Materials via electronic mail. Distribution to all other holders of Rio2 options, share awards and subscription receipts or other rights to acquire voting common shares of Rio2 shall be to their addresses as they appear on the books and records of Rio2, or its registrar and transfer agent at the close of business on the Record Date.

25. **THIS COURT ORDERS** that accidental failure or omission by Rio2 to give notice of the Rio2 Meeting or to distribute the Rio2 Meeting Materials, the Rio2 Beneficial Holder Meeting Materials or Court Materials to any person entitled by this Interim

Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Rio2, or the non-receipt of such notice shall, subject to any further order of this Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Rio2 Meeting. If any such failure or omission is brought to the attention of Rio2, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

26. **THIS COURT ORDERS** that Rio2 is hereby authorized to make such amendments, revisions or supplements to the Rio2 Meeting Materials, the Rio2 Beneficial Holder Meeting Materials and the Applicants are entitled to make such amendments, revisions or supplements to the Court Materials, as Rio2 or the Applicants, respectively, may determine in accordance with the terms of the Arrangement Agreement, and that notice of such amendments, revisions or supplements may, subject to paragraph 14 above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Rio2 may determine.

27. **THIS COURT ORDERS** that distribution of the Rio2 Meeting Materials, the Rio2 Beneficial Holder Meeting Materials and the Court Materials pursuant to paragraphs 23 and 24 of this Interim Order shall constitute notice of the Rio2 Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 23 and 24 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials, the Rio2 Beneficial Holder Meeting Materials or the Court Materials or any portion

thereof need be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 14 above.

Solicitation and Revocation of Proxies

28. **THIS COURT ORDERS** that Atacama and Rio2 are authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as the Applicants may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Atacama and Rio2 are authorized, at their own expense, to solicit proxies with respect to the Atacama Meeting and the Rio2 Meeting, respectively, directly or through their officers, directors or employees, and through such agents or representatives as it may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Atacama and Rio2 may waive generally, in their discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by their respective Shareholders, if the applicable Applicant deems it advisable to do so.

29. THIS COURT ORDERS that:

(a) with respect to the Atacama Meeting, Atacama Shareholders shall be entitled to revoke their proxies in accordance with section 148(4) of the CBCA (except as the procedures of that section are varied by this paragraph), provided that any instruments in writing delivered pursuant to 148(4) of the CBCA may be deposited:

(i) with Atacama: c/o TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, ON M5H 4H1 (fax: 416-595-9593) and any such instruments must be received by Atacama or its transfer agent not later than 10:00 a.m. (Toronto time) on July 12, 2018 or in the event that the Atacama Meeting is adjourned or postponed, 48 hours, excluding Saturdays, Sundays and holidays, prior to the start of the adjourned or postponed Atacama Meeting; or

(ii) with the Chair of the Atacama Meeting, prior to the commencement of the Atacama Meeting on the day of the Atacama Meeting, or where the Atacama Meeting has been adjourned or postponed, prior to the commencement of the reconvened or postponed Atacama Meeting on the day of such reconvened or postponed Atacama Meeting.

(b) with respect to the Rio2 Meeting, Rio2Shareholders shall be entitled to revoke their proxies in accordance with section 110(4) of the OBCA (except as the procedures of that section are varied by this paragraph), provided that any instruments in writing delivered pursuant to 110(4) of the OBCA may be deposited:

(i) with Rio2: c/o Computershare Trust Company of Canada., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1 (fax: 1-866-249-7775) and any such instruments must be received by Rio2or its transfer agent not later than 10:00 a.m. (Toronto time) on July 12, 2018 or in the event that the Rio2 Meeting is adjourned or postponed, 48 hours, excluding Saturdays, Sundays and holidays, prior to the start of the adjourned or postponed Rio2Meeting; or

(ii) with the Chair of the Rio2 Meeting, prior to the commencement of the Rio2 Meeting on the day of the Rio2 Meeting, or where the Rio2 Meeting has been adjourned or postponed, prior to the commencement of the reconvened or postponed Rio2 Meeting on the day of such reconvened or postponed Rio2 Meeting.

Voting

The Atacama Vote

30. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on (i) the Atacama Arrangement Resolution or (ii) on other such business as may be properly brought before the Atacama Meeting, shall be those Atacama Shareholders who hold Atacama Shares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Atacama Arrangement Resolution.

31. **THIS COURT ORDERS** that votes shall be taken at the Atacama Meeting on the basis of one vote per Atacama Share and that, in order for the Plan of Arrangement to be implemented, subject to further Order of this Court, the Atacama Arrangement Resolution must be passed, with or without variation, at the Atacama Meeting by:

(i) an affirmative vote of at least two-thirds (66⅔%) of the votes cast in respect of the Atacama Arrangement Resolution at the Atacama Meeting in person or by proxy by the Atacama Shareholders; and

(ii) a simple majority of the votes cast in respect of the Atacama Arrangement Resolution at the Atacama Meeting in person or proxy

by the Atacama Shareholders, excluding the votes for Atacama Shares required to be excluded under MI 61-101.

Such votes shall be sufficient to authorize Atacama to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Atacama Shareholders, subject only to final approval of the Arrangement by this Court.

32. **THIS COURT ORDERS** that in respect of matters properly brought before the Atacama Meeting pertaining to items of business affecting Atacama (other than in respect of the Atacama Arrangement Resolution), each Atacama Shareholder is entitled to one vote for each Atacama Share held.

The Rio2 Vote

33. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on (i) the Rio2 Arrangement Resolution or (ii) on other such business as may be properly brought before the Rio2 Meeting, shall be those Rio2 Shareholders who hold applicable Rio2 Shares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Rio2 Arrangement Resolution.

34. **THIS COURT ORDERS** that votes shall be taken at the Rio2 Meeting on the basis of one vote per Rio2 Share and that, in order for the Plan of Arrangement to be implemented, subject to further Order of this Court, the Rio2 Arrangement

Resolution must be passed, with or without variation, at the Rio2 Meeting by an affirmative vote of at least two-thirds (66⅔%) of the votes cast in respect of the Rio2 Arrangement Resolution at the Rio2 Meeting in person or by proxy by the Rio2 Shareholders. Such votes shall be sufficient to authorize Rio2 to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Rio2 Shareholders, subject only to final approval of the Arrangement by this Court.

35. **THIS COURT ORDERS** that in respect of matters properly brought before the Rio2 Meeting pertaining to items of business affecting Rio2 (other than in respect of the Rio2 Arrangement Resolution), each Rio2 Shareholder is entitled to one vote for each Rio2 Share held.

Dissent Rights

Atacama Dissent Rights

36. **THIS COURT ORDERS** that each Registered Atacama Shareholder shall be entitled to exercise Dissent Rights in connection with the Atacama Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any Atacama Registered Shareholder, who wishes to dissent must, as a condition precedent thereto, provide written objection to the Atacama Arrangement Resolution to Atacama, in the form required by section 185(6) of the OBCA and the Arrangement Agreement, which written objection must be received by Atacama at its registered office located at 25

Adelaide Street East, Suite 1900, Toronto, Ontario, M5C 3A1 by 5:00 p.m. (Toronto time) on July 12, 2018, or in the event that the Atacama Meeting is adjourned or postponed, on the Business Day that is two Business Days immediately preceding the date to which the Atacama Meeting has been adjourned or postponed. For purposes of these proceedings, the "court" referred to in section 190 of the OBCA means this Court.

37. **THIS COURT ORDERS** that any Registered Atacama Shareholder who duly exercises such Dissent Rights set out in paragraph 36 above and who:

(i) is ultimately determined by this Court to be entitled to be paid fair value for his, her or its Atacama Shares, shall be deemed to have had those Atacama Shares cancelled as of the Effective Time, without any further act or formality in consideration for a payment of cash from Atacama equal to such fair value; or

(ii) is for any reason ultimately determined by this Court not to be entitled to be paid fair value for his, her or its Shares pursuant to the exercise of the Dissent Rights, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Atacama Shareholder;

but in no case shall Atacama, Rio2, or any other person be required to recognize such Registered Atacama Shareholders as holders of Atacama Shares at or after the date upon which the Arrangement becomes effective and the names of such Registered Atacama Shareholders shall be deleted from Atacama's register of Atacama Shareholders at that time.

Rio2 Dissent Rights

38. **THIS COURT ORDERS** that each Registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Rio2 Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any Registered Rio2 Shareholder, who wishes to dissent must, as a condition precedent thereto, provide written objection to the Rio2 Arrangement Resolution to Rio2, in the form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Rio2 at its registered office located at Suite 6000, 100 King Street Toronto, Ontario M5X 1E2 by 5:00 p.m. (Toronto time) on July 12, 2018, or in the event that the Rio2 Meeting is adjourned or postponed, on the Business Day that is two Business Days immediately preceding the date to which the Rio2Meeting has been adjourned or postponed. For purposes of these proceedings, the "court" referred to in section 185 of the OBCA means this Court.

39. **THIS COURT ORDERS** that any Registered Rio2 Shareholder who duly exercises such Dissent Rights set out in paragraph 38 above and who:

(i) is ultimately determined by this Court to be entitled to be paid fair value for his, her or its Rio2 Shares, shall be deemed to have had those Rio2 Shares cancelled as of the Effective Time, without any further act or formality in consideration for a payment of cash from Rio2 equal to such fair value; or

(ii) is for any reason ultimately determined by this Court not to be entitled to be paid fair value for his, her or its Rio2 Shares pursuant to the exercise of the Dissent Rights, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Rio2 Shareholder;

but in no case shall Atacama, Rio2, or any other person be required to recognize such Registered Rio2 Shareholders as holders of Rio2 Shares at or after the date upon which the Arrangement becomes effective and the names of such Registered Rio2 Shareholders shall be deleted from Rio2's register of Rio2 Shareholders at that time.

Hearing of Application for Approval of the Arrangement

40. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, the Applicants may apply to this Court for final approval of the Arrangement.

41. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 17 and 18 of this Interim Order, shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 42 hereof.

42. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for each of the Applicants, as

soon as reasonably practicable, and, in any event, no less than two days before the hearing of this Application at the following addresses:

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Attn: Quentin Markin / Alex Rose
Fax: (416) 947-0866

Lawyers for Atacama

DLA PIPER (CANADA) LLP
Suite 6000, 100 King Street
Toronto, Ontario M5X 1E2

Attn: Daniel Kenney / Derek Bell
Fax: (416) 369-7910

Lawyers for Rio2

43. **THIS COURT ORDERS** that, subject to further order of this Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

(a) Atacama;

(b) Rio2; and

(c) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

44. **THIS COURT ORDERS** that, any materials to be filed by the Applicants in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Court.

45. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 42 above shall be entitled to be given notice of the adjourned date.

Precedence

46. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the Shares, options, warrants, share awards or other rights to acquire Shares of Atacama or Rio, or the articles or by-laws of Atacama or Rio, this Interim Order shall govern.

Extra-Territorial Assistance

47. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Court in carrying out the terms of this Interim Order.

Variance

48. THIS COURT ORDERS that the Applicants shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Court may direct.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUN 14 2018

PER / PAR:

Hainey J.

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. B.16, AS AMENDED, AND RULES 14.05(2) AND 14.05(3) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING ATACAMA PACIFIC GOLD CORPORATION and RIO2 LIMITED

Court File No. CV-18-599435-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding Commenced at Toronto

INTERIM ORDER

DLA PIPER (CANADA) LLP
1 First Canadian Place, Suite 6000
100 King Street West, PO Box 367
Toronto ON M5X 1E2

Derek J. Bell LSO#:43420J
Tel: 416 369 7960
Email: *derek.bell@dlapiper.com*
Fax: 416 369 7910
Lawyers for Rio2 Limited

STIKEMAN ELLIOT LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Alex Rose LSO#: 49415P
Tel: (416) 869-5261
Email: *arose@stikeman.com*
Fax: (416) 947-0866
Lawyers for Atacama Pacific Gold Corporation

Court File No. CV-18-599435
-OOCL

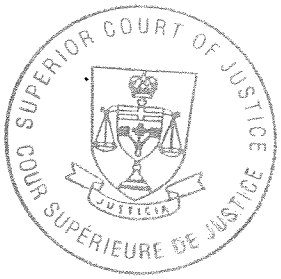
ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO), R.S.O. 1990, c. B.16, AS AMENDED,

AND IN THE MATTER OF RULE 14.05(2) AND RULE 14.05(3) OF THE *RULES OF CIVIL PROCEDURE*, R.R.O. 1990, REG. 194

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING RIO2 LIMITED

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING ATACAMA PACIFIC GOLD CORPORATION



RIO2 LIMITED and
ATACAMA PACIFIC GOLD CORPORATION

Applicants

NOTICE OF APPLICATION

TO THE RESPONDENT:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicants. The claim made by the Applicants appears on the following page.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on at 10:00 a.m. or as soon after that time as the application may be heard, at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the Applicants' lawyers or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicants' lawyers or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date June 8, 2018

Issued by ~~Olivia Rodney~~
Local registrar Registrar

Address of court office 330 University Avenue
Toronto, ON M5G 1R7

TO: ALL HOLDERS OF COMMON SHARES OF RIO2 LIMITED

AND TO: ALL HOLDERS OF COMMON SHARES OF ATACAMA PACIFIC GOLD CORPORATION

AND TO: ALL HOLDERS OF STOCK OPTIONS OF RIO2 LIMITED

AND TO: ALL HOLDERS OF RIO2 SHARE AWARDS OF RIO2 LIMITED

AND TO: ALL HOLDERS OF STOCK OPTIONS OF ATACAMA PACIFIC GOLD CORPORATION

AND TO: ALL HOLDERS OF WARRANTS OF ATACAMA PACIFICA GOLD CORPORATION

AND TO: ALL DIRECTORS OF RIO2 LIMITED

AND TO: ALL DIRECTORS OF ATACAMA PACIFIC GOLD CORPORATION

AND TO: THE AUDITOR OF RIO2 LIMITED
Grant Thornton LLP
333 Seymore Street, Suite 1600
Vancouver BC V6B 0A4

AND TO: THE AUDITOR OF ATACAMA PACIFIC GOLD CORPORATION
KPMG LLP
Suite 4600, 333 Bay Street
Toronto ON M5H 2S5

APPLICATION

1. THE APPLICANT MAKES APPLICATION FOR:

(a) an interim order (the "**Interim Order**") for advice and directions under section 182(5) of the *Business Corporations Act* (Ontario), R.S.C. 1990, c. B.16, as amended (the "**OBCA**") authorizing:

(i) Atacama Pacific Gold Corporation ("**Atacama**") to convene a special meeting (the "**Atacama Meeting**") of the holders of common shares (the "**Atacama Shares**") in the capital of Atacama (collectively, the "**Atacama Shareholders**" and each individually, an "**Atacama Shareholder**"); and

(ii) Rio2 Limited ("**Rio2**", together with Atacama, the "**Applicants**") to convene a special meeting (the "**Rio2 Meeting**") of the holders of common shares (the "**Rio2 Shares**") in the capital of Rio2 (collectively, the "**Rio2 Shareholders**" and each individually, a "**Rio2 Shareholder**")

to consider and vote on a special resolution to approve a plan of arrangement of Atacama and Rio2 under section 182 of the OBCA (the "**Arrangement**");

(b) a final order under section 182(5) of the OBCA approving the Arrangement, substantially in the form described in the Joint Management Information Circular of Rio2 and Atacama attached as an exhibit to the affidavit to be filed in support of this Application (the "**Circular**"), or as amended by this Court, pursuant to section 182 of the OBCA; and

(c) such further and other relief as this Court may deem just.

2. THE GROUNDS FOR THE APPLICATION ARE:

(a) Rio2 is a corporation governed by the OBCA, with its common shares listed and traded on the TSX Venture Exchange, and with an office located in Toronto, Ontario;

(b) Atacama is a corporation currently governed by the *Canada Business Corporations Act* (but as a condition of the Arrangement, will be continued as a corporation under the OBCA) with its common shares listed and traded on the TSX Venture Exchange, and with its head office located in Toronto;

(c) each of Atacama and Rio2 wishes to effect a fundamental change in the nature of an arrangement under the provisions of the OBCA;

(d) the Arrangement is an "arrangement" as defined in section 182(1) of the OBCA;

(e) pursuant to the Arrangement, Atacama and Rio2 will amalgamate into a corporation governed by the provisions of the OBCA ("**Amalco**") and, among other things, (i) exchange all of the issued and outstanding Atacama Shares in consideration for 0.6601 common shares of Amalco; and (ii) exchange all of the issued and outstanding Rio2 Shares in consideration for 0.6667 common shares of Amalco;

(f) all statutory procedures under the OBCA and any other applicable legislation, and all requirements of the Interim Order have been or will have been met by the return date of this Application;

(g) the Arrangement is in the best interests of each of Atacama and Rio2 and is put forward in good faith;

(h) the Arrangement is fair and reasonable;

(i) the directions set out and shareholder approvals required pursuant to any Interim Order that this Court may grant will have been followed and obtained;

(j) certain of the holders of common shares in the capital of Rio2 and Atacama are resident outside of Ontario and will be served at their addresses as they appear on the books and records of Rio2 and Atacama pursuant to rules 17.02(n) and 17.02(o) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, and the terms of any Interim Order this Court may grant;

(k) section 3(a)(10) of the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") exempts from registration under the U.S. Securities Act those securities which are issued in exchange for bona fide outstanding securities where the terms and conditions of such issuance and exchange are approved after a hearing by a court upon the fairness of such terms and conditions, at which all persons to whom it is proposed to issue securities in exchange shall have the right to appear (which exemption does not apply to Amalco Shares issued to certain holders of Rio2 subscription receipts who acquire Rio2 Shares pursuant to Section 3.1(A) of the Plan of Arrangement);

(l) Sections 94, 95, 96, 100, 182 and 183 of the OBCA;

(m) Rules 14.05(2), 14.05(3) and 38 of the *Rules of Civil Procedure*;

(n) Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions; and

(o) such further and other grounds as counsel may advise and this Court may permit.

3. THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

(a) this Notice of Application, as issued;

(b) such Interim Order as may be granted by this Court;

(c) The Affidavit of Jose Luis Martinez, to be sworn, with exhibits thereto;

(d) The Affidavit of Carl Hansen, to be sworn, with exhibits thereto;

(e) such further or supplementary Affidavit(s) to be sworn on behalf of Rio2 and Atacama, with exhibits thereto;

(f) such further and other material as counsel may advise and this Court may permit.

June 8, 2018

DLA PIPER (CANADA) LLP

1 First Canadian Place, Suite 6000
100 King Street West, PO Box 367
Toronto ON M5X 1E2

Derek J. Bell
Katelyn Ellins
Tel: 416 369 7960
Fax: 416 369 7910

Lawyers for Rio2 Limited

STIKEMAN ELLIOT LLP

5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Kathryn Esaw
Tel: 416 869 6820
Fax:

Lawyers for Atacama Pacific Gold Corporation

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT OF RIO2 LIMITED

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING ATACAMA PACIFIC GOLD CORPORATION

RIO2 LIMITED and ATACAMA PACIFIC GOLD CORPORATION

Applicants

Court File No: CV-18-599435-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

NOTICE OF APPLICATION

DLA PIPER (CANADA) LLP
1 First Canadian Place, Suite 6000
100 King Street West, PO Box 367
Toronto ON M5X 1E2

Derek J. Bell LSUC: 43420J
Tel: 416 369 7960
Fax: 416 369 7910

Lawyers for Rio2 Limited

STIKEMAN ELLIOT LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Kathryn Esaw
Tel: 416 869 6820
Fax:

Lawyers for Atacama Pacific Gold Corporation

APPENDIX "J"
DISSENT RIGHTS – SECTION 185 OF THE OBCA

Rights of dissenting shareholders

185. (1) Subject to subsection (3) and to sections 186 and 248, if a corporation resolves to,

(a) amend its articles under section 168 to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation;

(b) amend its articles under section 168 to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise;

(c) amalgamate with another corporation under sections 175 and 176;

(d) be continued under the laws of another jurisdiction under section 181; or

(e) sell, lease or exchange all or substantially all its property under subsection 184 (3),

a holder of shares of any class or series entitled to vote on the resolution may dissent.

Idem

(2) If a corporation resolves to amend its articles in a manner referred to in subsection 170 (1), a holder of shares of any class or series entitled to vote on the amendment under section 168 or 170 may dissent, except in respect of an amendment referred to in,

(a) clause 170 (1) (a), (b) or (e) where the articles provide that the holders of shares of such class or series are not entitled to dissent; or

(b) subsection 170 (5) or (6).

One class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

Exception

(3) A shareholder of a corporation incorporated before the 29th day of July, 1983 is not entitled to dissent under this section in respect of an amendment of the articles of the corporation to the extent that the amendment,

(a) amends the express terms of any provision of the articles of the corporation to conform to the terms of the provision as deemed to be amended by section 277; or

(b) deletes from the articles of the corporation all of the objects of the corporation set out in its articles, provided that the deletion is made by the 29th day of July, 1986.

Shareholder's right to be paid fair value

(4) In addition to any other right the shareholder may have, but subject to subsection (30), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents becomes effective, to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted.

No partial dissent

(5) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the dissenting shareholder on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

Objection

(6) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent.

Idem

(7) The execution or exercise of a proxy does not constitute a written objection for purposes of subsection (6).

Notice of adoption of resolution

(8) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (6) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn the objection.

Idem

(9) A notice sent under subsection (8) shall set out the rights of the dissenting shareholder and the procedures to be followed to exercise those rights.

Demand for payment of fair value

(10) A dissenting shareholder entitled to receive notice under subsection (8) shall, within twenty days after receiving such notice, or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing,

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder dissents; and

(c) a demand for payment of the fair value of such shares.

Certificates to be sent in

(11) Not later than the thirtieth day after the sending of a notice under subsection (10), a dissenting shareholder shall send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

Idem

(12) A dissenting shareholder who fails to comply with subsections (6), (10) and (11) has no right to make a claim under this section.

Endorsement on certificate

(13) A corporation or its transfer agent shall endorse on any share certificate received under subsection (11) a notice that the holder is a dissenting shareholder under this section and shall return forthwith the share certificates to the dissenting shareholder.

Rights of dissenting shareholder

(14) On sending a notice under subsection (10), a dissenting shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shares as determined under this section except where,

(a) the dissenting shareholder withdraws notice before the corporation makes an offer under subsection (15);

(b) the corporation fails to make an offer in accordance with subsection (15) and the dissenting shareholder withdraws notice; or

(c) the directors revoke a resolution to amend the articles under subsection 168 (3), terminate an amalgamation agreement under subsection 176 (5) or an application for continuance under subsection 181 (5), or abandon a sale, lease or exchange under subsection 184 (8),

in which case the dissenting shareholder's rights are reinstated as of the date the dissenting shareholder sent the notice referred to in subsection (10), and the dissenting shareholder is entitled, upon presentation and surrender to the corporation or its transfer agent of any certificate representing the shares that has been endorsed in accordance with subsection (13), to be issued a new certificate representing the same number of shares as the certificate so presented, without payment of any fee.

Offer to pay

(15) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (10), send to each dissenting shareholder who has sent such notice,

(a) a written offer to pay for the dissenting shareholder's shares in an amount considered by the directors of the corporation to be the fair value thereof, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (30) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

Idem

(16) Every offer made under subsection (15) for shares of the same class or series shall be on the same terms.

Idem

(17) Subject to subsection (30), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (15) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Application to court to fix fair value

(18) Where a corporation fails to make an offer under subsection (15) or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as the court may allow, apply to the court to fix a fair value for the shares of any dissenting shareholder.

Idem

(19) If a corporation fails to apply to the court under subsection (18), a dissenting shareholder may apply to the court for the same purpose within a further period of twenty days or within such further period as the court may allow.

Idem

(20) A dissenting shareholder is not required to give security for costs in an application made under subsection (18) or (19).

Costs

(21) If a corporation fails to comply with subsection (15), then the costs of a shareholder application under subsection (19) are to be borne by the corporation unless the court otherwise orders.

Notice to shareholders

(22) Before making application to the court under subsection (18) or not later than seven days after receiving notice of an application to the court under subsection (19), as the case may be, a

corporation shall give notice to each dissenting shareholder who, at the date upon which the notice is given,

(a) has sent to the corporation the notice referred to in subsection (10); and

(b) has not accepted an offer made by the corporation under subsection (15), if such an offer was made,

of the date, place and consequences of the application and of the dissenting shareholder's right to appear and be heard in person or by counsel, and a similar notice shall be given to each dissenting shareholder who, after the date of such first mentioned notice and before termination of the proceedings commenced by the application, satisfies the conditions set out in clauses (a) and (b) within three days after the dissenting shareholder satisfies such conditions.

Parties joined

(23) All dissenting shareholders who satisfy the conditions set out in clauses (22)(a) and (b) shall be deemed to be joined as parties to an application under subsection (18) or (19) on the later of the date upon which the application is brought and the date upon which they satisfy the conditions, and shall be bound by the decision rendered by the court in the proceedings commenced by the application.

Idem

(24) Upon an application to the court under subsection (18) or (19), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall fix a fair value for the shares of all dissenting shareholders.

Appraisers

(25) The court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

Final order

(26) The final order of the court in the proceedings commenced by an application under subsection (18) or (19) shall be rendered against the corporation and in favour of each dissenting shareholder who, whether before or after the date of the order, complies with the conditions set out in clauses (22) (a) and (b).

Interest

(27) The court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

Where corporation unable to pay

(28) Where subsection (30) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (26), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

Idem

(29) Where subsection (30) applies, a dissenting shareholder, by written notice sent to the corporation within thirty days after receiving a notice under subsection (28), may,

(a) withdraw a notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder's full rights are reinstated; or

(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Idem

(30) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that,

(a) the corporation is or, after the payment, would be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

Court order

(31) Upon application by a corporation that proposes to take any of the actions referred to in subsection (1) or (2), the court may, if satisfied that the proposed action is not in all the circumstances one that should give rise to the rights arising under subsection (4), by order declare that those rights will not arise upon the taking of the proposed action, and the order may be subject to compliance upon such terms and conditions as the court thinks fit and, if the corporation is an offering corporation, notice of any such application and a copy of any order made by the court upon such application shall be served upon the Commission.

Commission may appear

(32) The Commission may appoint counsel to assist the court upon the hearing of an application under subsection (31), if the corporation is an offering corporation.

APPENDIX "K"
AMALCO STOCK OPTION PLAN

STOCK OPTION PLAN

1. Purpose

The purpose of the Stock Option Plan (the "**Plan**") of the corporation (referred to herein as the "**Corporation**") formed upon the amalgamation of Rio2 Limited and Atacama Pacific Gold Corporation to be named "Rio2 Limited" as set forth in the Plan of Arrangement (as defined in this Circular) is to advance the interests of the Corporation by encouraging the directors, officers, employees and consultants of the Corporation, and of its subsidiaries and affiliates, if any, to acquire common shares in the share capital of the Corporation (the "**Shares**"), thereby increasing their proprietary interest in the Corporation, encouraging them to remain associated with the Corporation and furnishing them with additional incentive in their efforts on behalf of the Corporation in the conduct of its affairs.

2. Administration

The Plan shall be administered by the Board of Directors of the Corporation or by a special committee of the directors that may be appointed from time to time by the Board of Directors of the Corporation pursuant to rules of procedure fixed by the Board of Directors (such committee or, if no such committee is appointed, the Board of Directors of the Corporation, is hereinafter referred to as the "**Board**"). A majority of the Board shall constitute a quorum, and the acts of a majority of the directors present at any meeting at which a quorum is present, or acts unanimously approved in writing, shall be the acts of the directors.

Subject to the provisions of the Plan, the Board shall have authority to construe and interpret the Plan and all option agreements entered into thereunder (the "**Option Agreements**"), to define the terms used in the Plan and in all option agreements entered into thereunder, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations necessary or advisable for the administration of the Plan. All determinations and interpretations made by the Board shall be binding and conclusive on all participants in the Plan and on their legal personal representatives and beneficiaries.

All options to purchase Shares ("**Options**") granted hereunder shall be evidenced by an agreement in writing, signed on behalf of the Corporation and by the holder of the Option(s) (an "**Optionee**"), in such form as the Board shall approve. Each such agreement shall expressly be made subject to the provisions of this Plan.

Each option granted by the Corporation prior to the date of the approval of the Plan by the shareholders of the Corporation, including options granted under previously approved stock option plans of the Corporation, be and are continued under and shall be subject to the terms of the Plan after the Plan has been approved by the shareholders of the Corporation.

3. Stock Exchange Rules

All Options granted pursuant to this Plan shall be subject to rules and policies (collectively, the "**Exchange Policies**") of any stock exchange or exchanges on which the common shares of the Corporation are then listed and any other regulatory body having jurisdiction hereinafter (collectively, referred to as the "**Exchange**").

Capitalized terms in the Plan that are not otherwise defined herein shall have the meaning set out in the Policy 4.4 of the TSX Venture Exchange (the "**TSXV**") entitled "Incentive Stock Options", Policy 1.1 of the TSXV entitled "Interpretation" and any other policies set forth in the Corporate Finance Manual of the TSXV applicable to incentive stock options, including without limitation "Consultant", "Discounted Market Price", "Employee", "Insider", "Investor Relations Activities", "Management Company Employee", "Tier I Issuer" and "Tier 2 Issuer".

4. Shares Subject to Plan

Subject to adjustment as provided in Section 15 hereof, the Shares to be offered under the Plan shall consist of common shares of the Corporation's authorized but unissued common shares. The aggregate number of Shares issuable upon the exercise of all Options granted under the Plan, when combined with

the securities issuable under all other security based compensation arrangements, shall not exceed 10% of the issued and outstanding common shares of the Corporation from time to time. If any Option granted hereunder shall expire or terminate for any reason in accordance with the terms of the Plan without being exercised, the unpurchased Shares subject thereto shall again be available for the purpose of this Plan.

5. Maintenance of Sufficient Capital

The Corporation shall at all times during the term of the Plan reserve and keep available such numbers of Shares as will be sufficient to satisfy the requirements of the Plan.

6. Eligibility and Participation

Directors, officers, consultants, and employees of the Corporation or its subsidiaries, and employees of a person or company which provides management services to the Corporation or its subsidiaries ("**Management Company Employees**") shall be eligible for selection to participate in the Plan (such persons hereinafter collectively referred to as "**Participants**"). Subject to compliance with applicable requirements of the Exchange, Participants may elect to hold Options granted to them in an incorporated entity wholly owned by them and such entity shall be bound by the Plan in the same manner as if the Options were held by the Participant.

Subject to the terms hereof, the Board shall determine to whom Options shall be granted, the terms and provisions of the respective Option Agreements, the time or times at which such Options shall be granted and shall vest, and the number of Shares to be subject to each Option. In the case of employees or consultants of the Corporation or Management Company Employees, the Option Agreements to which they are party must contain a representation of the Corporation and the employee, consultant or Management company Employee, as the case may be, that such employee, consultant or Management Company Employee, as the case may be, is a bona tide employee, consultant or Management Company Employee of the Corporation or its subsidiaries, if any.

A Participant who has been granted an Option may, if such Participant is otherwise eligible, and if permitted under the policies of the Exchange, be granted additional Options if the Board so determines.

7. Exercise Price

Subject to Exchange Policies and any limitations imposed by any other regulatory authority having jurisdiction over the Corporation, the exercise price of an Option granted under the Plan shall be as determined by the Board of Directors when such Option is granted and shall be an amount at least equal to the Discounted Market Price of the Common Shares. In the event that the Corporation proposes to reduce the exercise price of Options granted to an Optionee who is an Insider of the Corporation at the time of the proposed amendment, such amendment shall not be effective until disinterested shareholder approval has been obtained in respect of the reduction of the exercise price, if required by the rules and policies of the Exchange then in effect.

8. Number of Optioned Shares

(a) The number of Shares subject to Options granted to any one Participant shall be determined by the Board, but no one Participant shall be granted Options which exceed, in aggregate, the maximum number permitted by the Exchange.

(b) The aggregate number of Shares that may be issued pursuant to the exercise of Options awarded under the Plan and all other security based compensation arrangements of the Corporation is 10% of the issued and outstanding Shares from time to time, subject to the following additional limitations:

i. the aggregate number of Shares reserved for issuance to any one person under the Plan, together with all other share compensation arrangements of the Corporation, within a 12-month period, must not exceed 5% of the outstanding issue of Shares (on a non-diluted basis);

ii. the aggregate number of Shares reserved for issuance to any one Insider pursuant to the Plan, together with all other share compensation arrangements of the Corporation, must not exceed 5% of the outstanding issue of Shares;

iii. the aggregate number of Shares issued to Insiders pursuant to the Plan, together with all other share compensation arrangements of the Corporation, within a 12-month period, must not exceed 10% of the outstanding issue of Shares; and

iv. the aggregate number of Shares reserved for issuance to Insiders pursuant to the Plan, together with all other share compensation arrangements, at any time, must not exceed 10% of the issue of Shares;

(c) Options shall not be granted under the Plan if the exercise thereof would result in the issuance of more than 2% of the issued common shares of the Corporation in any 12-month period to any one consultant of the Corporation (or any of its subsidiaries), less the aggregate number of common shares reserved for issuance to such consultant under any other share compensation arrangement of the Corporation.

(d) Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued common shares of the Corporation in any 12-month period to persons employed to provide investor relation activities. Options granted to Consultants performing investor relations activities will contain vesting provisions such that vesting occurs over at least 12 months with no more than one-quarter (¼) of the Options vesting in any three (3) month period.

9. Duration of Option

Each Option and all rights thereunder shall be expressed to expire on the date set out in the Option Agreement and shall be subject to earlier termination as provided in Sections 11 and 12, provided that in no circumstances shall the duration of an Option exceed the maximum term permitted by the Exchange. For greater certainty, if the Corporation is listed on the TSXV or the Toronto Stock Exchange, the maximum term may not exceed ten (10) years.

Should the expiry date of an Option fall within a Black-out Period or within nine business days following the expiration of a Black-out Period, such expiry date of the Option shall be automatically extended without any further act or formality to that date which is the tenth business day after the end of the Black-out Period, such tenth business day to be considered the expiry date for such Option for all purposes under the Plan. The ten business day period referred to in this paragraph may not be extended by the Board.

"**Black-out Period**" means the period during which the relevant Participant is prohibited from exercising an Option due to trading restrictions imposed by the Corporation pursuant to any policy of the Corporation respecting restrictions on trading that is in effect at that time.

10. Term, Consideration and Payment

(a) The term for any Option shall be a period of time fixed by the Board not to exceed the maximum term permitted by the Exchange, provided that the term shall be reduced with respect to any Option as provided in Sections 11 and 12 covering cessation as a director, officer, consultant, employee or Management Company Employee of the Corporation or its subsidiaries, or death of the Optionee.

(b) Subject to any vesting restrictions imposed by the Exchange, the Board may, in its sole discretion, determine the time during which Options shall vest and the method of vesting, or that no vesting restriction shall exist. Such determination may be made at any time in the sole discretion of the Board.

(c) Subject to any vesting restrictions imposed by the Board, Options may be exercised in whole or in part at any time and from time to time during the term of the Option. To the extent required by the Exchange, no Option may be exercised under this Plan until this Plan has been approved by a resolution duly passed by the shareholders of the Corporation.

(d) Except as set forth in Sections 11 and 12, no Option may be exercised unless the Optionee is at the time of such exercise a director, officer, consultant, or employee of the Corporation or any of its subsidiaries, or a Management Company Employee of the Corporation or any of its subsidiaries.

(e) The exercise of any Option will be contingent upon receipt by the Corporation at its head office of a written notice of exercise, specifying the number of Shares with respect to which the Option is being exercised, accompanied by cash payment, certified cheque, wire transfer or bank draft for the full purchase price of such Shares with respect to which the Option is exercised. No Optionee or his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any common shares of the Corporation unless and until the certificates for Shares issuable pursuant to Options under the Plan are issued to him or them under the terms of the Plan.

11. Ceasing To Be a Director, Officer, Consultant or Employee

(a) If an Optionee shall cease to be a director, officer, consultant, employee of the Corporation, or its subsidiaries, or ceases to be a Management Company Employee, for any reason (other than for cause or by reason of death), such Optionee may exercise his Option to the extent that the Optionee was entitled to exercise it at the date of such cessation, provided that such exercise must occur within one (1) year after the Optionee ceases to be a director, officer, consultant, employee or a Management Company Employee, unless such Optionee was engaged in investor relations activities, in which case such exercise must occur within thirty (30) days after the cessation of the Optionee's services to the Corporation.

(b) If an Optionee shall cease to be a director, officer, consultant, employee of the Corporation, or its subsidiaries, or ceases to be a Management Company Employee for cause, any granted but unexercised Options shall terminate and become null and void immediately.

(c) Nothing contained in the Plan, nor in any Option granted pursuant to the Plan, shall as such confer upon any Optionee any right with respect to continuance as a director, officer, consultant, employee or Management Company Employee of the Corporation or of any of its subsidiaries or affiliates, if any.

12. Death of Optionee

Notwithstanding Section 11, in the event of the death of a Optionee, all unexpired Options previously granted to him shall be exercisable only within one (1) year after such death and then only:

(a) by the person or persons to whom the Optionee's rights under the Options shall pass by the Optionee's will or the laws of descent and distribution; and

(b) if and to the extent that such Optionee was entitled to exercise the Options at the date of his death.

13. Rights of Optionee

No person entitled to exercise any Option granted under the Plan shall have any of the rights or privileges of a shareholder of the Corporation in respect of any Shares issuable upon exercise of such Option until certificates representing such Shares shall have been issued and delivered.

14. Proceeds from Sale of Shares

The proceeds from the sale of Shares issued upon the exercise of Options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such corporate purposes as the Board may determine.

15. Adjustments

If the outstanding common shares of the Corporation are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the Corporation or another corporation or entity through a reorganization, amalgamation, arrangement, merger, re-capitalization, re-classification, stock dividend, subdivision, consolidation or similar transaction, or in case of any transfer of all or substantially all of the assets or undertaking of the Corporation to another entity (any of which being, a "**Reorganization**") any adjustments relating to the Shares subject to Options or issued on exercise of Options and the exercise price per Share shall be adjusted by the Board, in its sole and absolute discretion, under this Section, provided that a Optionee shall be thereafter entitled to receive the amount of securities or property (including cash) to which such Optionee would have been entitled to receive as a

result of such Reorganization if, on the effective date thereof, he had been the holder of the number of Shares to which he was entitled upon exercise of his Option(s).

Adjustments under this Section shall be made by the Board whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Share shall be required to be issued under the Plan on any such adjustment.

16. Takeover Bid

If a bona fide offer (the "**Offer**") for Shares is made to the Shareholders generally, and which is in the nature of a "take-over bid" within the meaning of the *Securities Act* (Alberta), then the Corporation shall, immediately upon receipt of notice of the Offer, notify each Optionee currently holding an Option of the Offer, with full particulars thereof, whereupon, notwithstanding the applicability, if any, of Section 10 hereof, such Option may be exercised in whole or in part by the Optionee immediately prior to the expiry time of the Offer so as to permit the Optionee to tender the Shares received upon such exercise (the "**Optioned Shares**") pursuant to the Offer if:

(a) the Offer is withdrawn by the offeror; or the Offer is unsuccessful; or

(b) the Optionee does not tender the Optioned Shares pursuant to the Offer; or

(c) all of the Optioned Shares tendered by the Optionee pursuant to the Offer are not taken up and paid for by the offeror in respect thereof.

then the Optioned Shares or, in the case of subsection (c) above, the Optioned Shares that are not taken up and paid for, shall be returned by the Optionee to the Corporation and reinstated as authorized by unissued Shares and the terms of the Option as set forth in Section 10, if applicable, shall again apply to the Option. If any Optioned Shares are returned to the Corporation under this Section, the Corporation shall also refund the exercise price to the Optionee for such Optioned Shares. In no event shall the Optionee be entitled to sell the Optioned Shares otherwise than pursuant to the Offer.

17. Change of Control

If there is a Change of Control (as defined herein) in the Corporation, the Board, in its sole discretion, may declare that all unexercised, unvested and outstanding Options granted under the Plan vest and are immediately exercisable prior to the effective time of the Change of Control in respect of any and all Shares for which the Optionee has not exercised the Option. In addition, the Board, in its sole discretion, may determine whether such Options may be exercisable for a limited period of time only and, if so, the Board will determine such period of time and such determinations or limitations, once made or set, are deemed to be incorporated into the applicable Option Agreement(s).

For the purposes of this section, "**Change of Control**" means:

i. the issuance to or acquisition by any person, or group of persons acting in concert, of directly, or indirectly, including through an arrangement, merger or other form of reorganization of the Corporation, of the Corporation's Shares which in the aggregate total 50% or more of the then issued and outstanding Shares;

ii. the election at a meeting of the Corporation's shareholders of a number of directors of the Corporation who were not included in the slate for election as directors proposed to the Corporation shareholders by the Corporation's prior Board, and would represent a majority of the Board;

iii. the appointment of a number of directors which would represent a majority of the Board and which were nominated by any holder of Shares or by any group of holders of Shares acting jointly or in concert and not approved by the Corporation's prior Board;

iv. the winding up or termination of the Corporation or the sale, lease or transfer of all or substantially all of the directly or indirectly held assets of the Corporation to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Corporation is continued,

provided that notwithstanding the application of any of the foregoing, a "Change of Control" shall be deemed to not have occurred:

v. pursuant to an arrangement, merger or other form of reorganization of the Corporation where the holders of the outstanding voting securities or interests of the Corporation immediately prior to the completion of the reorganization will hold more than 50% of the outstanding voting securities or interests of the continuing entity upon completion of the reorganization; or

vi. if a majority of the Board determines that in substance an arrangement, merger or reorganization has not occurred or the circumstances are such that a Change of Control should be deemed to not have occurred and any such determination shall be binding and conclusive for all purposes of the Plan.

18. Transferability

All benefits, rights and Options accruing to any Optionee in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or the extent, if any, permitted by the Exchange. During the lifetime of a Optionee any benefits, rights and Options may only be exercised by the Optionee.

19. Amendment and Termination of Plan

Subject to applicable approval of the Exchange and the Corporation's shareholders, the Board may, at any time suspend or terminate the Plan. Subject to applicable approval of the Exchange, the Board may also at any time amend or revise the terms of the Plan without shareholder approval; provided that no such amendment or revision shall result in a material adverse change to the terms of any Options theretofore granted under the Plan, unless shareholder approval is obtained for such amendment or revision. Specifically, shareholder approval shall be required for the following amendments:

(a) reducing the exercise price of an Option;

(b) canceling any Options previously granted and re-issuing such Options;

(c) extending the original expiry date of an Option;

(d) amending the limitations on the maximum number of Shares reserved or issued to Insiders;

(e) amending the limitations on the maximum number of Shares reserved or issued to Non-Management Directors;

(f) increasing the maximum number of Options issuable pursuant to the Plan;

(g) making any amendment to the Plan that would permit a Optionee to transfer or assign Options to a new beneficial holder other than in the case of death of the Optionee; or

(h) amend the amendment provisions of the Plan.

In the cases of 19(a), (b), (c), and (d), the votes attached to Shares held directly or indirectly by Insiders benefiting from the amendments will be excluded.

20. Withholding Taxes

The Corporation shall have the authority to take steps for the deduction and withholding, or for the advance payment or reimbursement by the Optionee to the Corporation, of any taxes or other required source deductions which the Corporation is required by law or regulation of any governmental authority whatsoever to remit in connection with this Plan, or any issuance of Optioned Shares. Without limiting the generality of the foregoing, the Corporation may, in its sole discretion:

(a) deduct and withhold additional amounts from other amounts payable to an Optionee;

(b) require, as a condition of the issuance of Optioned Shares to an Optionee that the Optionee make a cash payment to the Corporation equal to the amount, in the Corporation's opinion, required to be withheld and remitted by the Corporation for the account of the Optionee to the appropriate governmental authority and the Corporation, in its discretion, may withhold the issuance or delivery of Optioned Shares until the Optionee makes such payment; or

(c) sell, on behalf of the Optionee, all or any portion of Optioned Shares otherwise deliverable to the Optionee until the net proceeds of sale equal or exceed the amount which, in the Corporation's opinion, would satisfy any and all withholding taxes and other source deductions for the account of the Optionee.

21. Necessary Approvals

The ability of a Optionee to exercise Options and the obligation of the Corporation to issue and deliver Shares in accordance with the Plan is subject to any approvals which may be required from shareholders of the Corporation and any regulatory authority or Exchange having jurisdiction over the securities of the Corporation. If any Shares cannot be issued to any Optionee for whatever reason, the obligation of the Corporation to issue such Shares shall terminate and any Option exercise price paid to the Corporation will be returned to the Optionee.

22. Effective Date of Plan

This Plan shall take effect at the Effective Time (as defined in this Circular).

23. Interpretation

The Plan will be governed by and construed in accordance with the laws of the Province of Ontario. Words in the singular shall include the plural and words in one gender shall include all genders.

All decisions and interpretations of the Board respecting the Plan or Options granted thereunder shall be conclusive and binding on the Corporation and the Participants and their respective legal personal representatives and on all directors, officers and employees eligible under the provisions of the Plan to participate therein.

APPENDIX "L"
AMALCO SHARE INCENTIVE PLAN

SHARE INCENTIVE PLAN

This share incentive plan (the "**Plan**") governing the issuance of Awards (as defined herein) of the corporation (referred to herein as the "**Corporation**") formed upon the amalgamation of Rio2 Limited and Atacama Pacific Gold Corporation to be named "Rio2 Limited" as set forth in the Plan of Arrangement (as defined in this Circular) to Service Providers (as defined herein).

1. Purposes

The principal purposes of the Plan are as follows:

(a) to strengthen the ability of the Corporation to retain and attract qualified Service Providers;

(b) to promote a proprietary interest in the Corporation by such Service Providers and to encourage such persons to remain in the employ or service of the Corporation and put forth maximum efforts for the business and the success of the affairs of the Corporation; and

(c) to focus management of the Corporation on operating and financial performance and long-term Total Shareholder Return.

2. Definitions

As used in this Plan, the following words and phrases shall have the meanings indicated:

(a) "**Adjustment Ratio**" means, with respect to any Award, the ratio used to adjust the notional number of Common Shares to be issued on the applicable Payment Date pertaining to such Award for Dividends and, in respect of each Award, shall be equal to one plus the amount, rounded to the nearest five decimal places, equal to a fraction, having as its numerator the arithmetic total of the Dividends, expressed as an amount per Common Share, declared on each Dividend Record Date following the Grant Date of the initial Award, and having as its denominator the Fair Market Value of the Common Shares on the first Business Day of the calendar month in which the Payment Date occurs;

(b) "**Award**" means an award, whose Award Value is computed by reference to equal to a notional number of Common Shares, made pursuant to the Plan, for which payment shall be made on the Payment Date(s) in accordance with the terms of Section 6 hereof;

(c) "**Award Agreement**" has the meaning set forth in Section 6 hereof;

(d) "**Award Value**" means, with respect to any Award, an amount equal to the notional number of Common Shares granted pursuant to such Award, as such number may be adjusted in accordance with the terms of the Plan, multiplied by the Fair Market Value of a Common Share;

(e) "**Black-Out Period**" means a period of time imposed by the Board pursuant to the policies of the Corporation upon certain Service Providers during which those persons may not trade in any securities of the Corporation;

(f) "**Board**" means the board of directors of the Corporation, as constituted from time to time;

(g) "**Business Day**" means a day other than a Saturday, Sunday or a day when banks in the City of Toronto, Ontario are not generally open for business;

(h) "**Cessation Date**" means the date that is the earlier of:

(i) the date of the Service Provider's termination or resignation, as the case may be regardless of whether adequate or proper advance notice of termination or resignation shall have been provided in respect of such cessation of being a Service Provider; or

(ii) the date of the of the Service Provider's death or disability, as the case may be.

For greater certainty a Leave of Absence or disability of a Service Provider shall not, unless otherwise determined by the Board, be considered an interruption or termination of the employment of a Service Provider or cessation of the services provided by a Service Provider for any purpose of the Plan except that a Service Provider's employment shall be deemed to have been voluntarily terminated on the date that is two years after the date of disability;

(i) "**Change of Control**" means:

(i) a successful "take-over bid" as defined in Multilateral Instrument 62-104 or any replacement or successor provisions ("**MI 62-104**"), which is not exempt from the take-over bid requirements of MI 62-104, pursuant to which the "offeror" as a result of such take-over bid, beneficially owns, directly or indirectly, in excess of 50% of the outstanding Total Common Shares;

(ii) the issuance to or acquisition by any person, or group of persons acting in concert, of directly, or indirectly, including through an arrangement, merger or other form of reorganization of the Corporation, of Common Shares of the Corporation which in the aggregate total 50% or more of the then issued and outstanding Total Common Shares;

(iii) the election at a meeting of the Shareholders of a number of directors of the Corporation who were not included in the slate for election as directors proposed to the Shareholders by the Corporation's prior Board, and would represent a majority of the Board;

(iv) the appointment of a number of directors which would represent a majority of the Board and which were nominated by any holder of Common Shares or by any group of holders of Common Shares acting jointly or in concert and not approved by the Corporation's prior Board;

(v) the winding up or termination of the Corporation or the sale, lease or transfer of all or substantially all of the directly or indirectly held assets of the Corporation to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Corporation is continued,

provided that notwithstanding the application of any of the foregoing, a "**Change of Control**" shall be deemed to not have occurred:

(vi) pursuant to an arrangement, merger or other form of reorganization of the Corporation where the holders of the outstanding voting securities or interests of the Corporation immediately prior to the completion of the reorganization will hold more than 50% of the outstanding voting securities or interests of the continuing entity upon completion of the reorganization; or

(vii) if a majority of the Board determines that in substance an arrangement, merger or reorganization has not occurred or the circumstances are such that a Change of Control should be deemed to not have occurred and any such determination shall be binding and conclusive for all purposes of the Plan;

(j) "**Common Shares**" means common shares in the capital of the Corporation;

(k) "**Corporate Performance Measures**" for any period that the Board in its sole discretion shall determine, means the performance measures to be taken into consideration in

granting Awards under the Plan and determining the Payout Multiplier in respect of any Performance Award, which may include, without limitation, the following:

(i) Relative Total Shareholder Return;

(ii) activities related to growth of the Corporation;

(iii) share price performance;

(iv) the execution of the Corporation's strategic plan as determined by the Board; and

(v) such additional measures as the Board, in its sole discretion, shall consider appropriate in the circumstances;

(l) "**Corporation**" means Rio2 Limited, a corporation incorporated pursuant to the laws of Ontario, and any successor corporation thereto;

(m) "**disability**" means:

(i) a Service Provider who has been placed on long term disability under the Corporation's long term disability plan or, if such Service Provider is not covered by the Corporation's long term disability plan, would meet the requirements to be placed on long term disability under the Corporation's long term disability plan if covered; and

(ii) the Corporation has not made a determination to designate the Service Provider's status as being on a Leave of Absence;

(n) "**Dividend**" means any dividend declared by the Corporation in respect of the Common Shares, whether in the form of cash, Common Shares or other securities or other property, expressed as an amount per Common Shares;

(o) "**Dividend Payment Date**" means any date that a Dividend is paid to Shareholders;

(p) "**Dividend Record Date**" means the applicable record date in respect of any Dividend used to determine the Shareholders entitled to receive such Dividend;

(q) "**Exchange**" means the TSX Venture Exchange or, if the Common Shares are not then listed and posted for trading on the TSX Venture Exchange, on such stock exchange in Canada on which such shares are listed and posted for trading as may be selected for such purpose by the Board;

(r) "**Expiry Date**" means, in connection with each Award made pursuant to the Plan, means the third year anniversary of the date on which the Award was granted;

(s) "**Fair Market Value**" with respect to a Common Share, as at any date means the weighted average of the prices at which the Common Shares traded on the Exchange (or, if the Common Shares are not then listed and posted for trading on the Exchange or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the Common Shares are then listed and posted for trading as may be selected for such purpose by the Board in its sole discretion) for the five (5) trading days on which the Common Shares traded on the said exchange immediately preceding such date. In the event that the Common Shares are not listed and posted for trading on any stock exchange, the Fair Market Value shall be the fair market value of the Common Shares as determined by the Board in its sole discretion, acting reasonably and in good faith. If initially determined in United States dollars, the Fair Market Value shall be converted into Canadian dollars at an exchange rate selected and calculated in the manner determined by the Board from time to time acting reasonably and in good faith;

(t) "**Grant Date**" means the grant date for an Award;

(u) "**Grantee**" has the meaning set forth in Section 4 hereof;

(v) "**Insider**" has the meaning set forth in the applicable rules of the Exchange for this purpose;

(w) "**Leave of Absence**" means a period of time designated as a "leave of absence" by the Board which is in excess of three (3) months;

(x) "**Non-Management Director**" means a director of the Corporation who is not an officer, employee or consultant (directly or indirectly) of the Corporation;

(y) "**Payment Date**" means, with respect to any Award, the date upon which the Corporation shall pay to the Grantee the Award Value to which the Grantee is entitled pursuant to such Award in accordance with the terms hereof;

(z) "**Payout Multiplier**" means the payout multiplier determined by the Board in accordance with Section 6(d);

(aa) "**Peer Comparison Group**" means, generally, public Canadian issuers that are in the mining business and, in the opinion of the Board, are competitors of the Corporation and which shall be determined from time to time by the Board in its sole discretion;

(bb) "**Performance Award**" means an Award granted hereunder designated as a "Performance Award" in the Award Agreement pertaining thereto;

(cc) "**Relative Total Shareholder Return**" means the percentile rank, expressed as a whole number, of Total Shareholder Return relative to returns calculated on a similar basis on securities of members of the Peer Comparison Group over the applicable period;

(dd) "**Service Provider**" means bona fide directors, officers, consultants, employees and other service providers, as applicable, of the Corporation, but does not include individuals or persons conducting Investor Relations Activities for the Corporation;

(ee) "**Shareholder**" means a holder of Common Shares;

(ff) "**Time-Based Award**" means an Award granted hereunder designated as a "Time-Based Award" in the Award Agreement pertaining thereto;

(gg) "**Total Common Shares**" means the aggregate number of issued and outstanding Common Shares (including Common Shares issuable upon exchange of exchangeable shares of the Corporation and other fully paid securities exchangeable into Common Shares); and

(hh) "**Total Shareholder Return**" means, with respect to any period, the total return to Shareholders on the Common Shares calculated using cumulative dividends on a reinvested basis, if applicable, and the change in the trading price of the Common Shares on the Exchange over such period (or, if the Common Shares are not then listed and posted for trading on the Exchange or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the Common Shares are then listed and posted for trading as may be selected for such purpose by the Board in its sole discretion).

3. Administration

(a) The Plan shall be administered by the Board, provided that the Board shall have the authority to appoint a committee of the Board to administer the Plan. In the event that the Board appoints a committee of the Board to administer the Plan, all references in the Plan to the Board will be deemed to be references to such other committee of the Board, as applicable. The Board may also delegate to one or more of its members or to one or more agents such administrative duties as it may deem advisable, and the Board or any person to whom it has delegated duties as aforesaid may employ one or more persons to render advice with respect to any responsibility the Board or such person may have under the Plan.

(b) The Board shall have the full power and sole responsibility to interpret the provisions of the Plan, to administer the Plan and to exercise all the powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan subject to and not inconsistent with the express provisions of this Plan and of Section 9 hereof, including, without limitation, the authority:

(i) to grant Awards;

(ii) to determine the Fair Market Value of the Common Shares on any date;

(iii) to determine the Service Providers to whom, and the time or times at which Awards shall be granted and shall become issuable to such Service Providers;

(iv) to determine the Award Value of each Award;

(v) to determine and revise the members of the Peer Comparison Group from time to time;

(vi) to determine the Corporate Performance Measures and the Payout Multiplier in respect of a particular period;

(vii) to prescribe, amend and rescind rules and regulations relating to the Plan;

(viii) to interpret the Plan;

(ix) to determine the terms and provisions of Award Agreements (which are not required to be identical to one another) entered into in connection with Awards; and

(x) to make all other determinations deemed necessary or advisable for the administration of the Plan in accordance with the terms and conditions of the Plan.

(c) For greater certainty and without limiting the discretion conferred on the Board pursuant to this Section 3, the Board's decision to approve the grant of an Award to any Service Provider in any period shall not require the Board to approve the grant of an Award to any Service Provider in any other period; nor shall the Board's decision with respect to the size or terms and conditions of an Award in any period require it to approve the grant of an Award of the same or similar size or with the same or similar terms or conditions to any other Service Provider in any other period, nor shall the Board's decision with respect to the form of payment of an Award require it to pay any other Awards in the same manner or entitle a Service Provider to be paid in any particular form. The Board shall not be precluded from approving the grant of an Award to any Service Provider solely because such Service Provider may previously have been granted an Award under this Plan or any other similar compensation arrangement of the Corporation. No Service Provider has any claim or right to be granted an Award other than as such claim or right may be provided for in the Award Agreement, if applicable. In determining the Service Providers to whom Awards may be granted ("**Grantees**") and the number of Common Shares to be covered by each Award, the Board may take into account such factors as it shall determine in its sole discretion, including, if so determined by the Board, any one or more of the following factors:

(i) compensation data for comparable benchmark positions among the Peer Comparison Group;

(ii) the duties, responsibilities, position and seniority of the Grantee;

(iii) the Corporate Performance Measures for the applicable period compared with any applicable internally established performance measures approved by the Board and/or similar performance measures of members of the Peer Comparison Group for such period;

(iv) the individual contributions and potential contributions of the Grantee to the success of the Corporation;

(v) any bonus payments paid or to be paid to the Grantee in respect of his or her individual contributions and potential contributions to the success of the Corporation;

(vi) the Fair Market Value or current market price of the Common Shares at the time of such Award; and

(vii) such other factors as the Board shall deem relevant in its sole discretion in connection with accomplishing the purposes of the Plan.

(d) The Board may delegate to one or more of its members or to one or more agents such administrative duties as it may deem advisable, and the Board or any person to whom it has delegated duties as aforesaid may employ one or more persons to render advice with respect to any responsibility the Board or such person may have under the Plan.

4. Eligibility and Award Determination

(a) All grants of Awards under the Plan shall be subject to the following restrictions in accordance with the applicable policies of the Exchange:

(i) Awards may be granted by the Board from time to time, at its sole discretion, to Service Providers, provided that:

(A) the aggregate number of Awards that could be issued to any single holder shall not exceed 1% of the Total Common Shares in any 12-month period (unless the Corporation has obtained disinterested Shareholder approval); and

(B) the aggregate number of Awards that could be issued to Insiders shall not exceed 2% of the Total Common Shares in any 12-month period (unless the Corporation has obtained disinterested Shareholder approval);

(ii) No Service Provider shall have any rights to be granted Awards hereunder, except as may be specifically granted by the Board;

(iii) The number of Common Shares that are issuable at any time, under the Plan shall not exceed 1,823,033;

(iv) The number of Common Shares that are issuable at any time, under the Plan or when combined with all of the Corporation's other security based compensation arrangements, shall not exceed 10% of the Total Common Shares; and

(v) Awards may be granted in excess of the limits set forth in this Section 4 provided that prior to the receipt of the approval required in Section 9, if any, such Awards shall not be paid until such approval has been obtained.

(b) In determining the Service Providers to whom Awards may be granted ("**Grantees**") and the number of Common Shares to be referred to in respect of each Award, the Board may, in addition to the factors set forth in Subsection 3(c) of the Plan, take into account such other factors as it may determine in its sole discretion.

(c) For purposes of the calculations in this section, it shall be assumed that all issued and outstanding Awards are to be paid by the issuance of Common Shares from treasury, notwithstanding the Corporation's right pursuant to Section 6 hereof to settle the Award Value underlying Awards in cash or by purchasing Common Shares on the open market.

5. Reservation of Common Shares

(a) The number of Common Shares reserved that are available to be issued from time to time pursuant to outstanding Awards granted and outstanding under the Plan shall be 1,823,033 Common Shares.

(b) The number of Common Shares reserved that are available to be issued from time to time pursuant to outstanding Awards granted and outstanding under the Plan shall not, when taken in the aggregate with the grant of stock options under any stock option plan other than the Plan, exceed a number of Common Shares equal to 10% of the Total Common Shares.

(c) If any Award granted under this Plan shall expire, terminate or be cancelled for any reason without payment, any Common Shares that were reserved hereunder shall remain available for the purposes of the granting of further Awards under this Plan.

(d) Awards may be granted in excess of the limits set forth in this Section 5 provided that prior to the receipt of the approval required in Section 9, if any, such Awards may not be paid until such approval has been received.

(e) For purposes of the calculations in this section, it shall be assumed that all issued and outstanding Awards are to be paid by the issuance of Common Shares from treasury, notwithstanding the Corporation's right pursuant to Section 6 hereof to settle the Award Value underlying Awards in cash or by purchasing Common Shares on the open market.

6. Terms and Conditions of Awards

Each Award granted under the Plan shall be subject to the terms and conditions of the Plan and evidenced by a written agreement between the Corporation and the Grantee or an award letter of other confirmation of grant from the Corporation to the Grantee (an "**Award Agreement**") which agreement shall comply with, and in the event that the Common Shares of the Corporation are listed on the Exchange, shall comply with, and be subject to, the requirements of the Exchange and the following terms and conditions (and with such other terms and conditions as the Board, in its sole discretion, shall establish):

(a) Type of Awards – The Board shall determine the Award Value to be awarded to a Grantee pursuant to the Award in accordance with the provisions set forth in Section 3 hereof and shall designate such award as either a "Time-Based Award" or a "Performance Award", as applicable, in the Award Agreement relating thereto.

(b) Payment Date of Awards – The Payment Dates in respect of Awards issued pursuant to the Plan shall be as follows, unless otherwise determined by the Board in its sole discretion (and, for greater certainty, the Board may, in its sole discretion, impose additional or different conditions on the determination of the Payment Date(s) in respect of payment pursuant to any Award):

(i) as to one-third of the Award Value of such Award, on the first anniversary of the Grant Date of the Award;

(ii) as to one-third of the Award Value of such Award, on the second anniversary of the Grant Date of the Award; and

(iii) as to the remaining one-third of the Award Value of such Award, on the third anniversary of the Grant Date of the Award;

provided however, that:

(A) if a Grantee is on a Leave of Absence before the Payment Date or Dates, such Payment Date or Payment Dates shall be extended by that portion of the duration of the period of the Leave of Absence that is in excess of three (3) months;

(B) where a Payment Date occurs on a date when a Grantee is subject to a Black-Out Period, such Payment Date shall be extended to a date which is within three Business Days following the end of such Black-Out Period;

(C) in the event of any Change of Control of the Corporation prior to the before the Payment Date or Payment Dates, the Payment Date or Payment Dates for all Common Shares awarded pursuant to such Awards shall be closing date of the Change of Control and the Payout Multiplier applicable to any Performance Awards shall be determined by the Board; and

(D) notwithstanding any other provision of this Plan, the Board may, in its sole discretion, determine that an Award is payable in relation to all or a percentage of the Award Value covered thereby for all or any Awards at any time and from time to time.

(c) Expiry Dates of Awards – Notwithstanding any other provision of this Plan, including Section 6(b) hereof, no Payment Date in respect of an Award may occur after the Expiry Date of such Award, and in the event that a Payment Date would occur after the Expiry Date, the Payment Date in respect of such Award shall be on the Expiry Date of such Award.

(d) Payout Multiplier – Annually, and prior to the Payment Date in respect of any Performance Award, or prior to the Payment Date in the case of a Change of Control or otherwise to the extent that such annual determination has not yet been made, the Board shall assess the performance of the Corporation for the applicable period. The weighting of the individual measures comprising the Corporate Performance Measures shall be determined by the Board in its sole discretion having regard to the principal purposes of the Plan and, upon the assessment of all Corporate Performance Measures, the Board shall determine the Corporation's ranking as compared to the Peer Comparison Group. The applicable Payout Multiplier in respect of this ranking shall be as determined by the Board in its sole discretion and is subject to Section 4(a)(iv) hereof. For greater certainty, where the Payment Date is not the first anniversary of the Grant Date, the Payout Multiplier for those Performance Awards will be the arithmetic average of the Payout Multiplier for each of the preceding annual performance assessment periods.

(e) Adjustment of Awards – Immediately prior to each Payment Date, the notional number of Common Shares underlying an Award shall be adjusted by multiplying such number by: (1) the Adjustment Ratio applicable in respect of such Award, and (2) the Payout Multiplier applicable to such Award, in the case of a Performance Award, provided however, that:

(i) if a Grantee has been on a Leave of Absence at any time since the Grant Date in respect of such Award, the Adjustment Ratio shall not be adjusted for any Dividends paid during the period of such Leave of Absence; and

(ii) notwithstanding any other provision of this Plan, but subject to the limits described in Section 4 and Section 5 hereof and, in the event that the Common Shares of the Corporation are listed on the Exchange, any applicable requirements of the Exchange, or other applicable regulatory authority, the Board hereby reserves the right to make any additional adjustments to the notional number of Common Shares underlying any Award if, in the sole discretion of the Board, such adjustments are appropriate in the circumstances having regard to the principal purposes of the Plan and terms of the Award.

(f) Payment in Respect of Awards – On the Payment Date, the Corporation, at its sole and absolute discretion, shall have the option of settling the Award Value payable in respect of an Award by any of the following methods or by a combination of any of the following methods:

(i) payment in cash;

(ii) in the event that the Common Shares of the Corporation are listed on the Exchange, payment in Common Shares acquired by the Corporation on the Exchange;

(iii) payment in Common Shares issued from the treasury of the Corporation;

(iv) any combination of the above.

(g) Determinations of Payment - the Corporation shall not determine whether the payment method shall take the form of cash or Common Shares (or a combination thereof) until the Payment Date, or some reasonable time prior thereto. A holder of an Award shall not have any right to demand be paid in, or receive, Common Shares in respect of the Award Value underlying an Award, at any time. Notwithstanding any election by the Corporation to settle any Award Value, or portion thereof, in Common Shares, the Corporation reserves the right to change its election in respect thereof at any time up until payment is actually made, and the holder of such Award shall not have the right, at any time to enforce settlement in the form of either cash or Common Shares of the Corporation, as the case may be.

(h) No Fractional Common Shares - Where the Corporation elects to pay any amounts pursuant to an Award by issuing Common Shares, and the determination of the number of Common Shares to be delivered to a Grantee in respect of a particular Payment Date would result in the issuance of a fractional Common Share, the number of Common Shares deliverable on the Payment Date shall be rounded down to the next whole number of Common Shares. No certificates representing fractional Common Shares shall be delivered pursuant to this Plan nor shall any cash amount be paid at any time in lieu of any such fractional interest.

(i) Delivery of Payment – Any amount payable to a Grantee in respect of an Award shall be paid to the Grantee as soon as practicable following the Payment Date provided that the payment must occur not later than the Expiry Date.

(j) Termination of Relationship as Service Provider – Unless otherwise determined by the Board or unless otherwise provided in an Award Agreement pertaining to a particular Award or any written employment or consulting agreement governing a Grantee's role as a Service Provider, the following provisions shall apply in the event that a Grantee ceases to be a Service Provider:

(i) *Termination upon Ceasing to be a Service Provider* – If a Grantee ceases to be a Service Provider for any reason whatsoever, including termination without cause, other than the death or disability of such Grantee (as contemplated under paragraph (ii) below), all outstanding Award Agreements under which Awards have been made to such Grantee and which have vested in accordance with Section 6(b), shall be terminated and all rights to receive Common Shares thereunder shall be forfeited by the Grantee effective as of the date that is 30 days from the Cessation Date. For clarity, the Grantee shall only be entitled to receive the Award Value for the outstanding Awards for which the Payment Date would fall between the date that the Grantee ceased to be employed or retained and the date that is thirty (30) days from such date. Notwithstanding the foregoing, in the event of a termination of any employee for cause, the Board may, in its sole discretion, determine that all outstanding vested Awards shall immediately terminate and become null and void. All Awards which have not vested in accordance with Section 6(b) at the Cessation Date shall immediately terminate and become null and void;

(ii) *Termination Upon Death or Disability* – Upon the death or disability of a Grantee prior to the Expiry Date, all outstanding Award Agreements under which Awards have been made to such Grantee which have vested in accordance with

Section 6(b) shall be terminated and all rights to receive Common Shares thereunder shall be forfeited by the Grantee effective on earlier of: (i) the Expiry Date; and (ii) date that is six months from the Cessation Date. All Awards which have not vested in accordance with Section 6(b) at the Cessation Date shall immediately terminate and become null and void. In the case of the death of a Grantee, the rights of the Grantee, if any, shall pass by the Grantee's will or by the laws of descent and distribution. The Chief Executive Officer of the Corporation in the case of a Grantee who is not a director or officer and the Board in all other cases, taking into consideration the performance of such Grantee and the performance of the Corporation since the date of grant of the Award(s), may determine in its sole discretion the Payout Multiplier to be applied to any Performance Awards held by the Grantee; and

(iii) *Extension of Expiration Period* – Subject to Section 9, the Board may, in its sole discretion, determine that the Expiry Dates set forth in Section 6(j)(i) and Section 6(j)(ii) shall be extended by the time frames set forth in Section 6(c).

(k) Rights as a Shareholder – Until Common Shares have actually been issued in accordance with the terms of the Plan, the Grantee to whom an Award has been made shall not possess any incidents of ownership of such Common Shares including, for greater certainty and without limitation, the right to receive Dividends on such Common Shares and the right to exercise voting rights in respect of such Common Shares. Such Grantee shall only be considered a Shareholder in respect of such Common Shares when such issuance has been entered upon the records of the duly authorized transfer agent of the Corporation.

(l) Effect of Certain Changes – In the event:

(i) of any change in the Common Shares through subdivision, consolidation, reclassification, amalgamation, merger or otherwise;

(ii) that any rights are granted to all Shareholders to purchase Common Shares at prices substantially below the Fair Market Value; or

(iii) that, as a result of any recapitalization, merger, consolidation or other transaction, the Common Shares are converted into or exchangeable for any other securities,

then, in any such case, the Board may, in the event that the Common Shares of the Corporation are listed on the Exchange, subject to any required approval of the Exchange, make such adjustments to the Plan, to any Awards and to any Award Agreements outstanding under the Plan as may be appropriate in the circumstances (including changing the Common Shares covered by each Award into other securities on the same basis as Common Shares are converted into or exchangeable for such securities in any such transaction) to prevent dilution or enlargement of the rights granted to Grantees hereunder.

7. Withholding Taxes

When a Grantee or other person becomes entitled to receive a payment in respect of an Award, the Corporation shall have the right to require the Grantee or person to remit to the Corporation an amount sufficient to satisfy any withholding tax requirements relating thereto. Unless otherwise prohibited by the Board or by applicable law, satisfaction of the withholding tax obligation may be accomplished by any of the following methods or by a combination of the following methods:

(a) the tendering by the Grantee of a cash payment to the Corporation in an amount less than or equal to the total withholding tax obligation;

(b) where the Corporation has elected to issue Common Shares to the Grantee, the withholding by the Corporation, as the case may be, from the Common Shares otherwise due to the Grantee such number of Common Shares as it determines are required to be

sold by the Corporation, as trustee, to satisfy the total withholding tax obligation (net of selling costs). The Grantee consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such Common Shares and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such Common Shares; or

(c) the withholding by the Corporation, as the case may be, from any cash payment otherwise due to the Grantee, including the amount the person is entitled to receive as payment in respect of an Award, such amount of cash as is required for the amount of the total withholding tax obligation;

provided, however, that the sum of any cash so paid or withheld and the Fair Market Value of any Common Shares so withheld is sufficient to satisfy the total withholding tax obligation.

Grantees (or their beneficiaries) shall be responsible for all taxes with respect to any Awards granted under the Plan. The Board and the Corporation make no guarantees to any person regarding the tax treatment of Awards or payments made under the Plan and none of the Corporation, nor any of its employees or representatives shall have any liability to a Grantee (or its beneficiaries) with respect thereto.

8. Non-Transferability

Except as otherwise provided in the Plan and subject to Section 6(j)(ii), the right to receive payment pursuant to an Award granted to a Service Provider is held only by such Service Provider personally. Except as otherwise provided in this Plan, no assignment, sale, transfer, pledge or charge of an Award, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Award whatsoever in any assignee or transferee and, immediately upon any assignment, sale, transfer, pledge or charge or attempt to assign, sell, transfer, pledge or charge, such Award shall terminate and be of no further force or effect.

9. Amendment and Termination of Plan

This Plan and any Awards granted pursuant to the Plan may be amended, modified or terminated by the Board without approval of Shareholders, subject to any required approval of the Exchange in the event that the Common Shares of the Corporation are listed on the Exchange.

If the Common Shares of the Corporation are listed on the Exchange, then notwithstanding the foregoing, the prior approval of the Shareholders shall be required to effect any of the following amendments to the Plan:

(a) make any amendment to the Plan to increase the percentage of Common Shares that are available to be issued under outstanding Awards at any time pursuant to Section 5(a) hereof;

(b) extend the Expiry Date of any outstanding Awards held by Insiders;

(c) make any amendment to the Plan that would permit a holder to transfer or assign Awards to a new beneficial holder other than in the case of death of the holder;

(d) amend the limits on Non-Management Directors contained in Section 4(a);

(e) any amendment to increase the number of Common Shares that may be issued to Insiders above the restriction contained in Section 4; or

(f) an amendment to amend this Section 9.

In addition, no amendment to the Plan or Awards granted pursuant to the Plan may be made without the consent of the Grantee, if it adversely alters or impairs the rights of any Grantee in respect of any Award previously granted to such Grantee under the Plan.

10. Merger and Sale

In the event that the Corporation enters into any transaction or series of transactions whereby the Corporation or all or substantially all of the Corporation's undertaking, property or assets would become

the property of any other trust, body corporate, partnership or other person (a "**Successor**") whether by way of takeover bid, acquisition, reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, unless prior to or contemporaneously with the consummation of such transaction, the Corporation and the Successor shall execute such instruments and do such things as may be necessary or advisable, if any, to establish that upon the consummation of such transaction the Successor will have assumed all the covenants and obligations of the Corporation under this Plan and the Award Agreements outstanding on consummation of such transaction in a manner that substantially preserves and does not impair the rights of the Grantees thereunder in any material respect (including the right to receive shares, securities, cash or other property of the Successor in lieu of Common Shares upon the subsequent vesting of Awards). Subject to compliance with this Section 10, any such Successor shall succeed to, and be substituted for, and may exercise every right and power of the Corporation under this Plan and such Award Agreements with the same effect as though the Successor had been named as the Corporation herein and therein and thereafter, the Corporation shall be relieved of all obligations and covenants under this Plan and such Award Agreements and the obligation of the Corporation to the Grantees in respect of the Awards shall terminate and be at an end and the Grantees shall cease to have any further rights in respect thereof including, without limitation, any right to acquire Common Shares upon vesting of the Awards.

11. Miscellaneous

(a) Effect of Headings – The Section and subsection headings contained herein are for convenience only and shall not affect the construction hereof.

(b) Compliance with Legal Requirements – the Corporation may, in its sole discretion, postpone the issuance or delivery of any Common Shares that it elects to issue as payment for any Award as the Board may consider appropriate, and may require any Grantee to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Common Shares in compliance with applicable laws, rules and regulations. the Corporation shall not be required to qualify for resale pursuant to a prospectus or similar document any Common Shares awarded under the Plan, provided that, if required, the Corporation shall notify the TSX and any other appropriate regulatory bodies in Canada of the existence of the Plan and the granting of Awards hereunder in accordance with any such requirements.

(c) No Right to Continued Employment – Nothing in the Plan or in any Award Agreement entered into pursuant hereto shall confer upon any Grantee the right to continue in the employ or service of the Corporation, to be entitled to any remuneration or benefits not set forth in the Plan or an Award Agreement or to interfere with or limit in any way the right of the Corporation to terminate a Grantee's employment or service arrangement with the Corporation.

(d) Grantee Information – Each Grantee shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan. Each Grantee acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to the Board or its appointed administrator and other third parties in connection with the administration of the Plan. Each Grantee consents to such disclosure and authorizes the Corporation to make such disclosure on the Grantee's behalf.

(e) Expenses – Other than as contemplated pursuant to Section 7, all expenses in connection with the Plan shall be borne by the Corporation.

12. Governing Law

The Plan shall be governed by and construed in accordance with the laws in force in the Province of Ontario.

13. Effective Date

This Plan was shall take effect at the Effective Time (as defined in this Circular).

APPENDIX "M"
DISSENT RIGHTS – SECTION 190 OF THE CBCA

Right to dissent

190 (1) Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;

(b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;

(c) amalgamate otherwise than under section 184;

(d) be continued under section 188;

(e) sell, lease or exchange all or substantially all its property under subsection 189(3); or

(f) carry out a going-private transaction or a squeeze-out transaction.

Further right

(2) A holder of shares of any class or series of shares entitled to vote under section 176 may dissent if the corporation resolves to amend its articles in a manner described in that section.

If one class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

Payment for shares

(3) In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

No partial dissent

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

Objection

(5) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.

Notice of resolution

(6) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

Demand for payment

(7) A dissenting shareholder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder dissents; and

(c) a demand for payment of the fair value of such shares.

Share certificate

(8) A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

Forfeiture

(9) A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.

Endorsing certificate

(10) A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.

Suspension of rights

(11) On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where

(a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),

(b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or

(c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9),

in which case the shareholder's rights are reinstated as of the date the notice was sent.

Offer to pay

(12) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice

(a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

Same terms

(13) Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.

Payment

(14) Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Corporation may apply to court

(15) Where a corporation fails to make an offer under subsection (12), or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.

Shareholder application to court

(16) If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.

Venue

(17) An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.

No security for costs

(18) A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).

Parties

(19) On an application to a court under subsection (15) or (16),

(a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and

(b) the corporation shall notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel.

Powers of court

(20) On an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.

Appraisers

(21) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

Final order

(22) The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of the shares as fixed by the court.

Interest

(23) A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

Notice that subsection (26) applies

(24) If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

Effect where subsection (26) applies

(25) If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may

(a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or

(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Limitation

(26) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

APPENDIX "N"
INFORMATION CONCERNING ATACAMA

Notice to Reader

Unless the context indicates otherwise, capitalized terms which are used in this Appendix "N" and not otherwise defined in this Appendix "N" have the meanings given to such terms under the heading "Glossary of Terms" in this Circular.

Documents Incorporated by Reference

Information in respect of Atacama and its subsidiaries has been incorporated by reference in this Circular from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request, without charge, from Thomas Pladsen, the Chief Financial Officer of Atacama, by e-mail at tpladsen@atacamapacific.com. These documents are also available through the internet on SEDAR and can be accessed online at www.sedar.com.

The following documents of Atacama, filed by Atacama with the securities commissions or similar authorities in Canada, are specifically incorporated by reference into and form an integral part of this Circular:

(a) the Atacama AIF;

(b) Atacama's annual consolidated financial statements for the years ended March 31, 2017 and 2016, together with the auditors' report thereon;

(c) management's discussion and analysis of the financial condition and results of operations for Atacama for the financial year ended March 31, 2017;

(d) unaudited condensed interim consolidated financial statements of Atacama for the three and nine months ended December 31, 2017 filed on June 6, 2018;

(e) management's discussion and analysis of the financial condition and results of operations for Atacama for the nine months ended December 31, 2017;

(f) management information circular of Atacama attached to the notice of Annual and Special Atacama Meeting of Shareholders dated August 16, 2017 prepared in connection with Atacama's annual and special meeting of shareholders held on September 25, 2017;

(g) the material change report of Atacama dated May 15, 2018, relating to the Arrangement;

(h) the Arrangement Agreement; and

(i) the New By-Laws.

Any material change reports (other than confidential material change reports), audited annual financial statements and management discussion and analysis and all other documents of the type referred to in section 11.1 of Form 44-101F1 – *Short Form Prospectus* filed by Atacama with securities regulatory authorities in Canada at www.sedar.com after the date of this Circular and prior to the Atacama Meeting or withdrawal of the Arrangement, are deemed to be incorporated by reference in this Circular.

Any statement contained in this Circular or in any other document incorporated or deemed to be incorporated by reference in this Circular shall be deemed to be modified or superseded for the purposes of this Circular, to the extent that a statement contained in this Circular or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a

statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not constitute a part of this Circular, except as so modified or superseded.

Incorporation

Atacama is a corporation governed by the CBCA. Atacama's head office and registered office is located at 25 Adelaide Street East, Suite 1900, Toronto, Ontario, M5C 3A1.

Summary Description of the Business of Atacama

General

Atacama's business is the acquisition, exploration and development of precious metals resource properties in Chile. Operating through its subsidiary, Atacama Chile, Atacama's principal mineral property is the Cerro Maricunga Gold Project, located in Region III, 140 kilometres by road northeast of the city of Copiapó. Atacama also has three other mineral properties within close proximity to the Cerro Maricunga Gold Project. Atacama has a fourth property in Region 1 under option to Andex Minerals Inc.

Atacama is a reporting issuer or the equivalent in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and files reports and other information with the securities commissions or securities regulatory bodies of such provinces. These reports and information are available to the public free of charge on Atacama's SEDAR profile at www.sedar.com. The Atacama Shares trade on the TSXV under the symbol "ATM".

For further information regarding Atacama and its business activities, see the Atacama AIF and the other Atacama documents incorporated by reference in this Circular.

Recent Developments

On May 14, 2018, Atacama and Rio2 entered into the Arrangement Agreement. See "*The Arrangement*" in the Circular.

Trading Price and Volume

The Atacama Shares are listed and posted for trading on the TSXV under the symbol "ATM". The following tables set forth information relating to the trading of the Atacama Shares on the TSXV for the 12-month period preceding the date of this circular.

Month	High ($)	Low ($)	Volume
June 2017	0.75	0.43	1,049,048
July 2017	0.74	0.60	129,070
August 2017	0.83	0.62	379,723
September 2017	0.81	0.64	312,610
October 2017	0.70	0.59	1,067,538
November 2017	0.80	0.64	398,045
December 2017	0.75	0.65	508,235
January 2018	0.74	0.60	344,181
February 2018	0.69	0.60	423,417
March 2018	0.67	0.60	556,832
April 2018	0.69	0.57	735,538
May 2018	0.86	0.57	4,715,020
June 1 to 13, 2018	0.75	0.69	2,264,141

The price of the Atacama Shares as reported by TSXV at the close of business on May 11, 2018, the last trading day immediately before the announcement of the Arrangement, was $0.60.

If the Arrangement is completed, it is anticipated that the Amalco Shares will be listed for trading on the TSXV as soon as reasonably practicable following the Effective Date.

Prior Sales of Atacama Securities

The following table summarizes the issuances of Atacama Shares or securities convertible into Atacama Shares for the 12-month period prior to the date hereof.

Date of Issuance	Number and Type of Securities	Issue Price, Exercise Price or Award Value per Security
June 23, 2017	10,000 Atacama Shares[(1)]	$0.20
June 29, 2017	25,000 Atacama Shares[(2)]	$0.60
August 22, 2017	5,000 Atacama Shares[(1)]	$0.20
September 21, 2017	150,000 Atacama Shares[(1)]	$0.20
September 21, 2017	30,000 Atacama Shares[(1)]	$0.50
October 19, 2017	7,500 Atacama Shares[(1)]	$0.20
October 19, 2017	83,500 Atacama Shares[(2)]	$0.60
February 27, 2018	765,556 Atacama Shares[(2)]	$0.45
March 28, 2018	52,000 Atacama Shares[(2)]	$0.25
April 29, 2018	25,000 Atacama Shares[(2)]	$0.25
May 18, 2018	250,000 Atacama Shares[(2)]	$0.60
May 24, 2018	5,000 Atacama Shares[(1)]	$0.20
May 24, 2018	5,500 Atacama Shares[(1)]	$0.50
May 24, 2018	50,000 Atacama Shares[(1)]	$0.20
May 28, 2018	85,000 Atacama Shares[(2)]	$0.25
June 5, 2018	50,000 Atacama Shares[(2)]	$0.25
June 5, 2018	125,000 Atacama Shares[(2)]	$0.25
June 7, 2018	92,500 Atacama Shares[(2)]	$0.25

Notes:

(1) Issued upon exercise of Atacama Options
(2) Issued upon exercise of Atacama Warrants

Dividends or Capital Distributions

Atacama has not declared or paid any cash dividends or capital distributions on the Atacama Shares since incorporation and currently intends to retain future earnings, if any, to finance further business development. Atacama does not intend to declare or pay any cash dividends in the foreseeable future. The declaration of dividends on Atacama Shares remains within the discretion of the Atacama Board and will depend on a variety of factors, including future earnings, capital requirements, operating and financial condition and a number of other factors that the Atacama Board considers to be appropriate. There are no restrictions on the ability of Atacama to pay dividends in the future.

Ownership of Atacama Securities

The table below outlines, as at the date of this Circular, the number of Atacama securities owned or controlled, directly or indirectly, by each of the directors and officers of Atacama, and, as known after reasonable inquiry, each associate or affiliate of an insider of Atacama, each associate or affiliate of Atacama, each insider of Atacama (other than the directors or officers), and each person acting jointly or in concert with Atacama.

Name	Position	Shares	Options	Warrants
Albrecht Schneider	Executive Chairman, Director	17,465,685	1,750,000	55,000
Carl Hansen	President, Chief Executive Officer, Director	1,579,633	1,520,000	Nil

Name	Position	Shares	Options	Warrants
Thomas Pladsen	Chief Financial Officer, Secretary	227,000	1,325,000	Nil
Marcio Bastos Fonseca	Director	Nil	Nil	Nil
Robert Suttie	Director	Nil	175,000	Nil

Indebtedness of Directors and Executive Officers

To the knowledge of the directors and senior officers of Atacama, other than as set forth in the table below, no director or executive officer of Atacama, nor any proposed nominee for election as a director of Atacama, nor any of their associates, is currently or was at any time since the beginning of the financial year ended March 31, 2017, indebted to Atacama or any of its subsidiaries, and no indebtedness of such persons to another entity is currently or was at any time since the beginning of the financial year ended March 31, 2017 the subject of a guarantee, support agreement, letter of credit or other similar agreement provided by Atacama or any of its subsidiaries.

Indebtedness of Directors and Executive Officers under (1) Securities Purchase and (2) Other Programs						
Name and Principal Position	**Involvement of Atacama or Atacama Subsidiary**	**Largest Amount Outstanding During Financial Year Ended March 31, 2018**	**Amount Outstanding as of the Date Hereof**	**Financially Assisted Securities Purchases During Financial Year Ended March 31, 2018**	**Security for Indebtedness**	**Amount Forgiven During Financial Year Ended March 31, 2018**
Securities Purchase Programs						
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Programs						
Albrecht Schneider[(1)]	Party to settlement agreement	$171,140	$171,140	Nil	Nil	Nil

(1) In 2015, Atacama entered into an agreement with Minera Los Vilos S.A. ("**Los Vilos**"), a company controlled by Albrecht Schneider. Atacama terminated the Los Vilos agreement on June 21, 2016 and agreed with Los Vilos to receive a settlement. The amount of $171,140 owed by Los Vilos to Atacama remains outstanding.

Securities Authorized for Issuance Under the Equity Compensation Plan

The following table provides information as of March 31, 2018 with respect to the Atacama Shares that may be issued under the Atacama Stock Option Plan.

Plan Category	Number of Atacama Shares to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Currently Remaining Available for Future Issuance under Equity Compensation Plans
Equity Compensation Plans Approved by Atacama Securityholders	7,030,500	$0.52	1,483,174
Equity Compensation Plans Not Approved by Atacama Securityholders	N/A	N/A	N/A

Executive Compensation

See Appendix "O".

Risk Factors

An investment in Atacama Shares and the Amalco Shares for which they will be exchanged pursuant to the Arrangement is subject to certain risks. Atacama Shareholders and Rio2 Shareholders should carefully consider the risk factors described under the heading "*Risk Factors*" in each of the Rio2 AIF and the Atacama AIF which are incorporated by reference in this Circular, as well as the risk factors set forth below and elsewhere in this Circular or otherwise incorporated by reference herein.

Management Contracts

Except as disclosed in this Circular (see "*Interests of Informed Persons in Material Transactions*"), no management functions of Atacama or any subsidiaries are performed to any substantial degree by a person other than the directors or officers of Atacama.

Interest of Certain Persons or Companies in Matters to be Acted Upon

Other than as described under "The Arrangement - Interests of Directors and Executive Officers in the Arrangement - Summary of Interests of Directors and Executive Officers in the Arrangement" in this Circular, Atacama is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer since the beginning of the most recently completed financial year, or of any associate or affiliate of any of the foregoing, in respect of any matter to be acted on at the Atacama Meeting.

Interests of Informed Persons in Material Transactions

Albrecht Schneider, Atacama's Executive Chairman and largest shareholder, manages Atacama's exploration activities in Chile and Atacama contracts with companies controlled by Albrecht Schneider through professional and administrative services agreements for geological, exploration, engineering and administration services and office space in Chile. The transaction value for geological and administrative costs provided by companies controlled by Albrecht Schneider since April 1, 2018, the commencement of Atacama's most recent financial year, are approximately $185,460 ($1,132,561 for the twelve months ended March 31, 2018) and the transaction value for water exploration costs provided by a company controlled by Albrecht Schneider since April 1, 2018, the commencement of Atacama's most recent financial year, are approximately $8,647 ($49,959 for the twelve months ended March 31, 2018).

Other than as disclosed above, elsewhere in this Circular, including under "*The Arrangement – Interests of Atacama Directors and Officers in the Arrangement*", or in any document incorporated by reference herein or deemed to be incorporated by reference herein, to the knowledge of Atacama, after reasonable enquiry, no informed person (as defined in NI 51-102) of Atacama, or any associate or affiliate of any informed person, has had any material interest in any transaction, or proposed transaction, which has materially affected or would materially affect Atacama or any of its subsidiaries since the commencement of Atacama's most recently completed financial year.

Auditors, Registrar and Transfer Agent

Atacama's auditors are KPMG LLP, Suite 4600, 333 Bay Street, Toronto, Ontario M5H 2S5. KPMG LLP has been the auditor of Atacama since 2010.

Atacama's transfer agent and registrar is TSX Trust Company at its Toronto office located at 100 Adelaide Street West, Suite 301, Toronto, Ontario M5H 4H1.

Additional Information

Additional information relating to Atacama, including Atacama's annual information form, is available on SEDAR at www.sedar.com. Financial information is provided in the Atacama's interim and annual financial statements and interim and annual management discussion and analysis, which are available online at www.sedar.com. To request copies of Atacama's financial statements and management discussion and analysis, please contact Thomas Pladsen, by e-mail at tpladsen@atacamapacific.com. Such copies will be provided without charge.

APPENDIX "O"
ATACAMA EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

Named Executive Officers

Pursuant to NI 51-102, Atacama is required to disclose the compensation paid to its "named executive officers". This means Atacama's Chief Executive Officer and Chief Financial Officer (or individuals who served in similar capacities) for any part of Atacama's most recently completed financial year, and the three most highly compensated executive officers (or individuals who served in similar capacities), other than the Chief Executive Officer and Chief Financial Officer, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000 (and each individual who would be a "named executive officer" but for the fact that the individual was neither an executive officer of Atacama, nor acting in a similar capacity, at the end of the financial year).

For the financial year ended March 31, 2018, the "named executive officers" are Albrecht Schneider, the Executive Chairman of Atacama; Carl Hansen, the President and Chief Executive Officer of Atacama; and Thomas Pladsen, the Chief Financial Officer of Atacama (the "**Atacama NEOs**").

Objectives of Compensation Program

Atacama strives to provide suitable compensation for executives that is competitive to other junior mining issuers that are at a similar stage of development to that of Atacama and which reflects the individual achievement of executives. This approach is designed to attract and retain highly qualified individuals who are able to carry out Atacama's business objectives. Atacama's Compensation Committee is responsible for determining the compensable payable to Atacama's executive officers.

Elements of Compensation Program

The significant elements of compensation to be paid to executive officers, in addition to a base salary, include compensation in the form of cash performance bonuses and benefits arising from the grant of stock options.

Atacama may also establish superannuation and other benefits and pension arrangements for the benefit of its senior employees from time to time.

Base Salary

The primary element of Atacama's compensation program is base salary. Atacama's view is that a competitive base salary is a necessary element for attracting and retaining qualified executive officers. The amount payable to an Atacama NEO as base salary is determined primarily by the number of years of experience of the Atacama NEO, as well as past performance, anticipated future contribution, internal value of the Atacama NEO's position. Base salaries are reviewed and adjusted annually by Atacama's Compensation Committee.

Annual Bonus

Atacama may pay annual cash bonuses as a reward for an executive officer's role in achieving corporate objectives and to ensure that Atacama retains qualified executive officers.

Stock Options

The Board adopted the Atacama Stock Option Plan on February 5, 2010. The purpose of the Atacama Stock Option Plan is to encourage, attract, retain and motivate directors, employees and consultants of Atacama by granting such participants options to purchase common shares of Atacama and thus giving them an on-going proprietary interest in Atacama. In determining the number of options to be granted to executive officers, the Board takes into account the level of responsibility of the executive, his contribution to the long-term operating viability of Atacama and the number of options, if any, previously granted.

Performance Goals

Atacama considers and evaluates executive compensation levels on an annual basis against available information for "peer group" companies, which are principally comprised of "junior mineral exploration" companies, to ensure that Atacama's executive compensation levels are within the range of comparable norms. In selecting peer group companies, the Compensation Committee primarily looks for public companies that are comparable in terms of business and size.

The principal components of Atacama's executive compensation packages are base remuneration, long-term incentive in the form of stock options, and a discretionary annual incentive cash bonus. Payment of base remuneration in cash and discretionary cash bonuses are, to a large degree, dependent on the cash balances of Atacama at the relevant time. Atacama targets base remuneration, bonuses, and option-based awards towards a level relative to peer companies for similarly experienced executives performing similar duties. Generally, awards are made within this range. Benchmarking allows Atacama to attract and retain executives, provides an incentive for executives to strive for better than average performance to earn better than average compensation and helps Atacama to manage the overall cost of management compensation. To date, the Board has not formally considered the implications of the risks associated with Atacama's compensation policies and practice.

While Atacama's Compensation Committee believes that it is important to use benchmarking data to assist it in determining appropriate ranges for executive compensation, it also considers other factors when awarding executive compensation, such as the overall financial strength of Atacama, its exploration successes and equity financing success. As such, the overall process for determining executive compensation varies from year to year, based on Atacama's circumstances and relative to peers at that time, and as such does not follow a formulaic or quantitative process or analysis.

Atacama does not generally set specific performance goals or conditions, or tie its compensation decisions to such goals or conditions.

Atacama does not permit an Atacama NEO or director to purchase financial instruments for hedging purposes relative to securities granted as compensation.

Summary Compensation Table

The following table, presented in accordance with Form 51-102F6, sets forth all annual and long-term compensation for services rendered in all capacities to Atacama for the year ended March 31, 2018, in respect of the Atacama NEOs.

Name and principal position	Fiscal Year Ended	Salary and Cash Bonus	Share-based Awards	Option-based Awards[(1)]	Non-equity Incentive Plan Comp.	Pension Value	*All Other Comp.*	Total Comp.
Albrecht Schneider [(2)], Executive Chairman	2018	$125,000	N/A	N/A	N/A	N/A	N/A	$125,000
	2017	$125,000	N/A	$128,664	N/A	N/A	N/A	$253,664
	2016	$125,000[(3)]	N/A	$210,248	N/A	N/A	N/A	$335,248
Carl Hansen [(2)], President and Chief Executive Officer	2018	$125,000	N/A	N/A	N/A	N/A	$2,658	$127,658
	2017	$125,000	N/A	$114,368	N/A	N/A	$2,394	$241,762
	2016	$125,000[(3)]	N/A	$173,583	N/A	N/A	$2,925	$299,508
Thomas Pladsen, Chief Financial Officer and Secretary	2018	$112,500	N/A	N/A	N/A	N/A	$2,658	$112,500
	2017	$112,500	N/A	$114,368	N/A	N/A	N/A	$226,868
	2016	$112,500[(3)]	N/A	$144,246	N/A	N/A	N/A	$256,746

(1) Atacama values stock options using the Black-Scholes option pricing method. The key assumptions and estimates used for the calculations are described in Atacama's audited financials for the year ended March 31, 2017.

(2) All of the total compensation paid related to the individual's role as an officer of Atacama.

(3) The salary and cash bonus balance remains unpaid as of the date hereof.

Incentive Plan Awards

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth details of all awards outstanding as at March 31, 2018, including awards granted prior to the most recently completed financial year.

	Option-based Awards				Share-based Awards		
Name	Number of Securities Underlying Unexercised Options	Option Exercise Price	Option Expiration Date	Value of Unexercised In-the-money Options[(2)]	Number of Shares That Have Not Vested	Market or Payout Value of Share-based Awards That Have Not Vested	Market or Payout Value of Vested Share-based Awards Not Paid Out or Distributed
Albrecht Schneider [(1)]	200,000 400,000 700,000 450,000	$1.00 $0.20 $0.50 $0.60	1/19/2019 12/4/2020 3/18/2021 1/11/2022	$307,500	N/A	N/A	N/A
Carl Hansen [(1)]	170,000 400,000 550,000 400,000	$1.00 $0.20 $0.50 $0.60	1/19/2019 12/4/2020 3/18/2021 1/11/2022	$282,500	N/A	N/A	N/A
Thomas Pladsen	125,000 350,000 450,000 400,000	$1.00 $0.20 $0.50 $0.60	1/19/2019 12/4/2020 3/18/2021 1/11/2022	$245,000	N/A	N/A	N/A

(1) All of the total compensation paid related to the individual's role as an officer of Atacama.

(2) Based on the closing price for Atacama's common shares on the TSXV of $0.65 on March 29, 2018.

Incentive Plan Awards – Value Vested or Earned during the Year

The following table sets forth the value of the stock options that would have been realized on the vesting date by each Atacama NEO for the year ended March 31, 2018.

Name	Option-based Awards – Value Vested During the Year	Share-based Awards – Value Vested During the Year	Non-equity Incentive Plan Compensation – Value Earned During the Year
Albrecht Schneider	Nil	N/A	N/A
Carl Hansen	Nil	N/A	N/A
Thomas Pladsen	Nil	N/A	N/A

Pension Plan Benefits and Defined Contribution Plans

Atacama does not have a pension plan or defined benefit plan that provides for payments or benefits to the Atacama NEOs at, following, or in connection with retirement.

Termination and Change of Control Benefits

Albrecht Schneider, Carl Hansen and Thomas Pladsen (each an "**Atacama Executive**") each entered into respective employment agreements with Atacama effective September 1, 2010 (each an "**Atacama Employment Agreement**"). These agreements were amended on effective April 1, 2015 to recognize the obligations of Atacama under the previous agreement and better reflect the changed circumstances of Atacama. Under the revised agreements Carl Hansen and Albrecht Schneider are now each paid an annual base salary of $125,000 and Thomas Pladsen is paid an annual base salary of $112,500. In addition, Carl Hansen and Albrecht Schneider are owed $125,000 in unpaid salaries for fiscal 2016 and Thomas Pladsen is owed $112,500 in unpaid salaries for fiscal 2016. These balances are required to be repaid on termination of the employment agreements.

Under each Atacama Employment Agreement, if an Atacama Executive resigns his position the Atacama Executive is entitled to (i) his base salary from the date of termination to the last day of the notice period, (ii) continued participation in Atacama's health, medical, dental and optical insurance benefit plans (the "**Atacama Benefits Plan**") for the period ending the last day of the notice period, (iii) the value of the pro-rated vacation leave with pay for that portion of the calendar year up to the last day of the notice period; (iv) payment of the unpaid salaries, and (iv) any accrued but unpaid business expenses. Vested options may continue to be exercised by the Atacama Executive until the earlier of the expiry date of the options, and one year from the end of the notice period.

If an Atacama Employment Agreement is terminated by Atacama due to a material violation or for cause, the Atacama Executive is entitled to (i) payment of his base salary up to the date of termination, (ii) an amount equal to the sum of the value of the pro-rated vacation leave with pay for the year in which termination occurred (iii) payment of the unpaid salaries, and (iv) any accrued but unpaid business expenses. All stock options that have been previously granted to him, whether vested or unvested, and if not exercised by the date of termination, shall be immediately cancelled.

If an Atacama Employment Agreement is terminated by Atacama due to death, the Atacama Executive's estate is entitled to (i) payment of his base salary up to the date of termination, (ii) the value of the pro-rated vacation leave with pay for the year in which termination occurred, (iii) payment of the unpaid salaries, and (iv) any accrued but unpaid business expenses. The Atacama Executive's estate shall remain entitled to exercise the stock options until the earlier of one year following the death of the Atacama Executive, and the expiration of the options.

If an Atacama Employment Agreement is terminated without cause by Atacama, the Atacama Executive is entitled to (i) payment of his base salary up to the date of termination, (ii) the value of the pro-rated vacation leave with pay for the year in which termination occurred, (iii) payment of the unpaid salaries, and (iv) any accrued but unpaid expenses. In addition, the Atacama Executive will be paid a lump sum payment of $500,000 and be entitled to continued participation in the Atacama Benefits Plan for 12 months following the termination date. All unvested stock options shall immediately vest at the date of termination and become exercisable. The Atacama Executive is entitled to exercise all stock options that have previously been granted to him until the earlier of two years following the date of termination, and the expiry date of the options.

If within sixty days after a change of control of Atacama, Atacama terminates the Atacama Employment Agreement with the Atacama Executive or the Atacama Executive provides a written notice of resignation, the Atacama Executive is entitled to (i) payment of his base salary up to the date of termination, (ii) the value of the pro-rated vacation leave with pay for the year in which termination occurred, (iii) payment of the unpaid salaries, and (iii) any accrued but unpaid expenses. In addition, each of Albrecht Schneider and Carl Hansen will be entitled to a lump sum payment of $687,500 (which amount reflects the irrevocable waiver by each of Albrecht Schneider and Carl Hansen of $62,500 of the lump sum payment to which they would otherwise be entitled), and Thomas Pladsen will be entitled to a lump sum payment of $675,000 and each Atacama Executive will continue participating in the Atacama Benefits Plan for 12

months following the date of termination. Further, all unvested stock options shall immediately vest at the date of termination and become exercisable and the Atacama Executive will be entitled to exercise all stock options previously granted to him until the earlier of two years following the date of termination, and the expiry date of the options. See "*Interests of Atacama Directors and Officers in the Arrangement*" in the Circular.

Estimated Incremental Payment on Change of Control or Termination

The following table provides details regarding the estimated incremental payments from Atacama to Messrs. Hansen, Schneider and Pladsen under the above described Atacama Employment Agreements in the event of a change of control or termination without cause, assuming the event took place as of the date hereof:

Name	Termination Triggering Event	Base Salary/ Total Cost Remuneration Package	Bonus	Options[(1)]	Unpaid Salaries	Other Benefits
Albrecht Schneider	Without Cause	$500,000	Nil	$307,500	$125,000	Nil
	Change of Control	$687,500[(2)]	Nil	$307,500	$125,000	Nil
Carl Hansen	Without Cause	$500,000	Nil	$282,500	$125,000	$2,658
	Change of Control	$687,500[(2)]	Nil	$282,500	$125,000	$2,658
Thomas Pladsen	Without cause	$500,000	Nil	$245,000	$112,500	Nil
	Change of Control	$675,000	Nil	$245,000	$112,500	Nil

(1) Based on the closing price for Atacama Shares on the TSXV of $0.65 on March 29, 2018.

(2) Amount of payment reflects the irrevocable waiver by each of Albrecht Schneider and Carl Hansen of $62,500 of the change of control payment to which they would otherwise be entitled.

See "*Interests of Atacama Directors and Officers in the Arrangement – Change of Control Payments*" in the Circular.

Director Compensation

Non-executive directors of Atacama may receive an annual fee of $10,000, plus $500 per meeting attended to a maximum of $750 if more than one meeting is attended in a single day. The Chairman of Atacama's Audit Committee will receive an additional retainer of $5,000 per annum and the Chairman of Atacama's Compensation Committee will receive an additional retainer of $2,500 per annum. Directors are reimbursed for travel and other out-of-pocket expenses incurred in attending directors' and shareholders' meetings of Atacama. Directors are also eligible to participate in the Atacama Stock Option Plan.

The following table provides information respecting compensation paid to Atacama's non-executive directors for the year ended March 31, 2018.

Name [(1)]	Fees Earned[(2)]	Option-based Awards	Share-based Awards	Non-equity Incentive Plan Comp.	Pension Value	All Other Comp.	Total
Robert Suttie	$45,998	N/A	N/A	N/A	N/A	Nil	$45,998
Marcio Bastos Fonseca[(3)]	$30,832	N/A	N/A	N/A	N/A	Nil	$30,832
Paul Champagne[(4)]	$23,999	N/A	N/A	N/A	N/A	$1,128	$25,127

(1) Compensation received by Carl Hansen and Albrecht Schneider for their roles as officers of Atacama are reflected in the Summary Compensation Table for the Atacama NEOs above.

(2) "Fees earned" were received solely in connection with Atacama Special Committee attendance.

(3) Marcio Fonseca joined the Atacama Board on October 5, 2017.

(3) Paul Champagne did not stand for re-election at the Atacama annual meeting held on September 25, 2017.

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth details of all awards outstanding as at March 31, 2018, including awards granted prior to the most recently completed financial year.

	Option-based awards				Share-based awards		
Name	**Number of Securities Underlying Unexercised Options**	**Option Exercise Price**	**Option Expiration Date**	**Value of Unexercised In-the-money Options**	**Number of Shares or Units of Shares That Have Not Vested**	**Market or Payout Value of Share-based Awards That Have Not Vested**	**Market or Payout Value of Vested Share-based Awards Not Paid Out or Distributed**
Robert Suttie	175,000	$0.60	1/11/2022	$8,750	N/A	N/A	N/A
Marcio Bastos Fonseca[(2)]	Nil	N/A	N/A	N/A	N/A	N/A	N/A
Paul Champagne[(3)]	75,000 150,000 175,000 150,000	$1.00 $0.20 $0.50 $0.60	1/19/2019 12/4/2020 3/18/2021 1/11/2022	$101,250	N/A	N/A	N/A

(1) Based on the closing price for Atacama's common shares on the TSXV of $0.65 on March 29, 2018.

(2) Marcio Fonseca joined the Atacama Board on October 5, 2017.

(3) Paul Champagne did not stand for re-election at the Atacama annual meeting held on September 25, 2017 and is no longer a director of Atacama.

Incentive Plan Awards – Value Vested or Earned during the Year

The following table sets forth the value of the stock options that would have been realized on the vesting date by each non-executive director for the year ended March 31, 2018.

Name	**Option-based Awards – Value Vested During the Year**	**Share-based Awards – Value Vested During the Year**	**Non-equity Incentive Plan Compensation – Value Earned During the Year**
Robert Suttie	Nil	N/A	N/A
Marcio Bastos Fonseca[(1)]	Nil	N/A	N/A
Paul Champagne[(2)]	Nil	N/A	N/A

(1) Marcio Fonseca joined the Atacama Board on October 5, 2017.

(2) Paul Champagne did not stand for re-election at the Atacama annual meeting held on September 25, 2017 and is no longer a director of Atacama.

APPENDIX "P"
INFORMATION CONCERNING RIO2

Notice to Reader

Unless the context indicates otherwise, capitalized terms which are used in this Appendix "O" and not otherwise defined in this Appendix "O" have the meanings given to such terms under the heading "Glossary of Terms" in this Circular.

Documents Incorporated by Reference

Information in respect of Rio2 and its subsidiaries has been incorporated by reference in this Circular from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request, without charge, from Kathryn Johnson, the Chief Financial Officer of Rio2, by e-mail kathryn.johnson@rio2limited.com. These documents are also available through the internet on SEDAR and can be accessed online at www.sedar.com.

The following documents of Rio2, filed by Rio2 with the securities commissions or similar authorities in Canada, are specifically incorporated by reference into and form an integral part of this Circular:

(i) the Rio2 AIF;

(ii) Rio2's annual consolidated financial statements for the years ended December 31, 2017 and 2016, together with the auditors' report thereon;

(iii) management's discussion and analysis of the financial condition and results of operations for Rio2 for the financial year ended December 31, 2017;

(iv) unaudited condensed interim consolidated financial statements of Rio2 for the three months ended March 31, 2018;

(v) management's discussion and analysis of the financial condition and results of operations for Rio2 for the three months ended March 31, 2018;

(vi) management information circular of Rio2 attached to the notice of Annual and Special Rio2 Meeting of Shareholders dated March 21, 2017 prepared in connection with Rio2's annual and special meeting of shareholders held on April 21, 2017;

(vii) the Arrangement Agreement;

(viii) the material change report of Rio2 dated May 15, 2018, relating to the Arrangement and the Rio2 Financing; and

(ix) the material change report of Rio2 dated June 6, 2018, relating to the completion of the Rio2 Financing.

Any material change reports (other than confidential material change reports), audited annual financial statements and management discussion and analysis and all other documents of the type referred to in section 11.1 of Form 44-101F1 – *Short Form Prospectus* filed by Rio2 with securities regulatory authorities in Canada at www.sedar.com after the date of this Circular and prior to the Rio2 Meeting or withdrawal of the Arrangement, are deemed to be incorporated by reference in this Circular.

Any statement contained in this Circular or in any other document incorporated or deemed to be incorporated by reference in this Circular shall be deemed to be modified or superseded for the purposes of this Circular, to the extent that a statement contained in this Circular or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an

omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not constitute a part of this Circular, except as so modified or superseded.

Incorporation

Rio2 was incorporated as "Prospector Consolidated Resources Inc." under the *Business Corporations Act* (British Columbia) on May 3, 2004. Rio2 continued from the Province of British Columbia to the Province of Ontario pursuant to a resolution passed by shareholders of the company at Rio2's Annual General and Special Meeting held on April 21, 2017. In addition to the continuance to the Province of Ontario, Rio2 changed its name to "Rio2 Limited" on April 27, 2017 pursuant to a resolution passed by the shareholders of Rio2 at the meeting held on April 21, 2017. Rio2's registered office is located at Suite 6000, 1 First Canadian Place, 100 King St. West, Toronto, ON, M5X 1E2.

Summary Description of the Business of Rio2

General

Rio2 is building a multi-asset, multi-jurisdiction, precious metals company focused in the Americas. With the potential acquisition of the Cerro Maricunga Gold Project through the Arrangement and exploration initiatives in Peru and Nicaragua, Rio2 will continue pursuing additional strategic acquisitions to compile an attractive portfolio of precious metal assets where it can deploy its operational excellence and responsible mining practices to create value for its shareholders.

Rio2 has assembled a highly experienced executive team to generate significant shareholder value, with proven technical skills in the development and operations of mines and capital markets experience.

Through its strategy of acquiring precious metals assets at exploration, development and operating stages, the executive team will grow Rio2 and create long-term shareholder value through the development of high-margin, strong free-cash-flowing mining operations.

At December 31, 2017 and at present, Rio2 does not have any mineral projects that are material to Rio2.

Rio2 is a reporting issuer in British Columbia and Alberta. The Rio2 Shares trade on the TSXV under the symbol "RIO".

For further information regarding Rio2 and its business activities, see the Rio2 AIF and the other Rio2 documents incorporated by reference in this Circular.

Recent Developments

On May 14, 2018, Rio2 and Atacama entered into the Arrangement Agreement. See "*The Arrangement*" in the Circular.

On May 31, 2018, Rio2 completed the Rio2 Financing for gross proceeds of $10,000,000. See "*The Rio2 Financing*" in the Circular.

Description of Share Capital

Rio2 is authorized to issue an unlimited number of common shares (previously defined as "**Rio2 Shares**").

The holders of the Rio2 Shares are entitled to receive notice of and attend any meeting of the Rio2 Shareholders and are entitled to one vote for each Rio2 Share held (except at meetings where only the holders of another class of shares are entitled to vote). Subject to the rights attaching to any other class of shares, the holders of the Rio2 Shares are entitled to receive dividends, if, as and when declared by the Board of Directors of Rio2 and are entitled to receive the remaining property upon liquidation of Rio2.

As at the date hereof, there were 59,694,362 Rio2 Shares issued and outstanding, 4,950,000 Rio2 Options to acquire Rio2 Shares at a weighted average exercise price of $1.02 per Rio2 Share outstanding pursuant to the Rio2 Stock Option Plan and 780,000 Rio2 Share Awards to acquire Rio2 Shares outstanding pursuant to the Rio2 Share Incentive Plan.

Consolidated Capitalization

The following table sets forth the consolidated capitalization of Rio2 as at the year ended December 31, 2017 and as at March 31, 2018 before giving effect to the Rio2 Financing and after giving effect to the Rio2 Financing assuming the conversion of the Rio2 Subscription Receipts into Rio2 Shares on a one for one basis.

Designation	As at December 31, 2017	As at March 31, 2018 before giving effect to the Rio2 Financing	As at March 31, 2018 after giving effect to the Rio2 Financing
Rio2 Shares (unlimited)[2]	$22,064,823 (59,694,362 Rio2 Shares[1])	$22,064,823 (59,694,362 Rio2 Shares[2])	$31,368,388[3] (69,694,362 Rio2 Shares[2][4])
Debt	None	None	None

Notes:

(1) As at December 31, 2017, Rio2 had 3,700,000 Rio2 Options outstanding exercisable into 3,700,000 Rio2 Shares at a weighted average exercise price of $1.18 per share, and 780,000 Rio2 Share Awards outstanding under its share incentive plan, which corresponds to a variable number of potentially issuable Rio2 Shares.

(2) As at March 31, 2018, Rio2 had 4,950,000 Rio2 Options outstanding exercisable into 4,950,000 Rio2 Shares at a weighted average exercise price of $1.02 per share, and 780,000 Rio2 Share Awards outstanding under its share incentive plan, which corresponds to a variable number of potentially issuable Rio2 Shares.

(3) On May 31, 2018, Rio2 completed the Rio2 Financing for gross proceeds by the issue of 10,000,000 Rio2 Subscription Receipts at the price of $1.00 per Rio2 Subscription Receipt.

(4) Less the Underwriter's fee of $600,000 and the estimated expenses of the Rio2 Financing of $96,435.

Trading Price and Volume

The Rio2 Shares are listed and posted for trading on the TSXV under the symbol "RIO". The following tables set forth information relating to the trading of the Rio2 Shares on the TSXV for the 12-month period preceding the date of this Circular.

Month	High	Low	Volume
June 2017	1.40	1.02	222,437
July 2017	1.20	1.00	105,944
August 2017	1.14	1.00	123,481
September 2017	1.35	1.00	34,014
October 2017	1.07	0.95	45,311
November 2017	1.00	0.86	532,662
December 2017	1.05	0.71	209,162
January 2018	0.90	0.78	666,583
February 2018	1.00	0.75	82,730
March 2018	0.70	0.49	1,913,138
April 2018	0.92	0.48	1,053,613
May 2018	1.06	0.83	860,468
June 1 to 13, 2018	0.89	0.76	150,800

The price of the Rio2 Shares as reported by the TSXV at the close of business on May 11, 2018, the last trading day immediately before the announcement of the Arrangement, was $0.96.

If the Arrangement is completed, it is anticipated that the Amalco Shares will be listed for trading on the TSXV as soon as reasonably practicable following the Effective Date.

Prior Sales of Rio2 Securities

The following table summarizes the issuances of Rio2 Shares or securities convertible into Rio2 Shares for the 12-month period prior to the date hereof.

Date of Issuance	Number and Type of Securities	Issue Price, Exercise Price or Award Value per Security
September 1, 2017	650,000 Rio2 Options	Exercise Price of $1.11
September 1, 2017	250,000 Rio2 Share Awards	Award Value of $1.10
March 29, 2018	1,250,000 Rio2 Options	Exercise Price of $0.55
May 31, 2018	10,000,000 Rio2 Subscription Receipts	Issue Price of $1.00

Dividends

Rio2 has not declared or paid any dividends on the Rio2 Shares since incorporation. Rio2 does not intend to declare or pay any cash dividends in the foreseeable future. The declaration of dividends on Rio2 Shares remains within the discretion of the Rio2 Board and will depend on a variety of factors, including future earnings, capital requirements, operating and financial condition and a number of other factors that the Rio2 Board considers to be appropriate at such future time. There are no restrictions on the ability of Rio2 to pay dividends in the future.

Ownership of Rio2 Securities

The table below outlines, as at the date of this Circular, the number of Rio2 securities owned or controlled, directly or indirectly, by each of the directors and officers of Rio2, and, as known after reasonable inquiry, each associate or affiliate of an insider of Rio2, each associate or affiliate of Rio2, each insider of Rio2 (other than the directors or officers), and each person acting jointly or in concert with Rio2.

Name	Position	Number of Rio2 Shares	Number of Rio2 Options	Number of Rio2 Share Awards
Alex Black	President, Chief Executive Officer, Director	21,621,000	0	0
Klaus Zeitler	Chairman and Director	1,787,000	350,000	30,000
Ram Ramachandran	Director	100,000	350,000	0
Sidney Robinson	Director	200,000	350,000	0
David Thomas	Director	1,300,000	350,000	0
Daniel Kenney	Director	1,310,000	350,000	50,000
Timothy Williams	Executive Vice President, Chief Operating Officer	1,787,000	350,000	100,000
Jose Luis Martinez	Executive Vice President, Chief Strategy Officer	600,000	700,000	150,000
Kathryn Johnson	Executive Vice President, Chief Operating Officer, Corporate Secretary	0	350,000	100,000
Ian Dreyer	Senior Vice President Geology	1,600,000	350,000	100,000
Alejandra Gomez	Senior Vice President Corporate Communications	1,009	350,000	100,000

Name	Position	Number of Rio2 Shares	Number of Rio2 Options	Number of Rio2 Share Awards
Andrew Cox	Senior Vice President Operations	0	350,000	100,000
Pat DiCapo	Insider	11,500,000	0	0

Indebtedness of Directors and Executive Officers

To the knowledge of the directors and senior officers of Rio2, no director or executive officer of Rio2, nor any proposed nominee for election as a director of Rio2, nor any of their associates, is currently or was at any time since the beginning of the financial year ended December 31, 2017, indebted to Rio2 or any of its subsidiaries, and no indebtedness of such persons to another entity is currently or was at any time since the beginning of the financial year ended December 31, 2017 the subject of a guarantee, support agreement, letter of credit or other similar agreement provided by Rio2 or any of its subsidiaries.

Interest of Certain Persons or Companies in Matters to be Acted Upon

Other than as described under "The Arrangement - Interests of Directors and Executive Officers in the Arrangement - Summary of Interests of Directors and Executive Officers in the Arrangement" in this Circular, Rio2 is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer since the beginning of the most recently completed financial year, or of any associate or affiliate of any of the foregoing, in respect of any matter to be acted on at the Rio2 Meeting.

Interests of Informed Persons in Material Transactions

Daniel Kenney, a director of Rio2, is a partner of the international law firm DLA Piper (Canada) LLP, which law firm renders legal services to Rio2.

Other than as disclosed above, elsewhere in this Circular or in any document incorporated by reference herein or deemed to be incorporated by reference herein, management of Rio2 is not aware of any material interest, direct or indirect, of any informed person of Rio2, or any associate or affiliate of any such person in any transaction since the commencement of Rio2's most recently completed financial year, or in any proposed transaction, that has materially affected or would materially affect Rio2.

Executive Compensation

See Appendix "Q".

Risk Factors

An investment in Rio2 Shares and the Amalco Shares for which they will be exchanged pursuant to the Arrangement is subject to certain risks. Rio2 Shareholders and Atacama Shareholders should carefully consider the risk factors described under the heading "*Risk Factors*" in each of the Rio2 AIF and the Atacama AIF which are incorporated by reference in this Circular, as well as the risk factors set forth below and elsewhere in this Circular or otherwise incorporated by reference herein.

Management Contracts

No management functions of Rio2 or any subsidiary are performed to any substantial degree by a person other than the directors or officers of Rio2.

Auditors, Registrar and Transfer Agent

The auditors of Rio2 are Grant Thornton LLP, of Vancouver, British Columbia.

Rio2's transfer agent and registrar is Computershare Trust Company of Canada at its Vancouver office located at 200, 510 Burrard Street, Vancouver, BC V6C 3B9.

Additional Information

Additional information relating to Rio2 may be found on SEDAR at www.sedar.com under Rio2's SEDAR profile. Financial information is provided in Rio2's audited consolidated financial statements and management's discussion and analysis for the years ended December 31, 2017 and December 31, 2016 and the accompanying annual management's discussion and analysis. A copy of these documents may be obtained by contacting Kathryn Johnson, the Chief Financial Officer of Rio2, by e-mail kathryn.johnson@rio2limited.com.

Copies of these documents as well as additional information relating to Rio2 contained in documents filed by Rio2 with the Canadian securities regulatory authorities may also be access through the SEDAR website at www.sedar.com.

APPENDIX "Q"
RIO2 EXECUTIVE COMPENSATION

Rio2 LIMITED

("Rio2" or the "Company")

FORM 51-102F6V

STATEMENT OF EXECUTIVE COMPENSATION – VENTURE ISSUER

For the Fiscal Year Ended December 31, 2017

GENERAL

For the purpose of this Statement of Executive Compensation:

"**CEO**" means an individual who acted as chief executive officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

"**CFO**" means an individual who acted as chief financial officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

"named executive officer" or "**NEO**" means each of the following individuals:

a. each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;

b. each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;

c. in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than $150,000, as determined in accordance with subsection 1.3(5), for that financial year;

d. each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year;

Based on the foregoing definition, during the last completed fiscal year of the Company, Rio2 had five NEO's:

- Alex Black, President and Chief Executive Officer since November 23, 2016;
- Kathryn Johnson, Executive Vice President, Chief Financial Officer and Corporate Secretary since June 1, 2017;
- Anthony Jackson, Chief Financial Officer between August 13, 2014 and February 28, 2017;

- David D'Onofrio Chief Financial Officer between March 1 and May 31, 2017; and
- Jose Luis Martinez, Executive Vice President and Chief Strategy Officer since March 1, 2017.

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION DISCUSSION & ANALYSIS

Objectives of Compensation Policy

Although Alex Black has not yet received compensation for his services as the Chief Executive Officer and President of Rio2, it is anticipated that compensation arrangements will be made as the Company executes on its strategy and acquires precious metal assets. It is anticipated that any such arrangement will trigger the adoption of a compensation program that will be designed to attract and retain qualified and experienced executives as well as align the compensation level of each executive to that executive's level of responsibility.

On April 24, 2017, a Corporate Governance & Compensation Committee was appointed, Messrs. Klaus Zeitler, Ram Ramachandran, David Thomas were appointed as members.

Elements of Compensation

The Company's executive compensation policy consists of consulting fees and long-term incentives granted through a Stock Option Plan and a Share Incentive Plan. The consulting fees paid to officers of the Company are intended to provide fixed levels of competitive pay that reflect each officer's primary duties and responsibilities and the level of skill and experience required to successfully perform their role. The Company intends to pay consulting fees to officers that are competitive with those for similar positions in the same industry to attract and retain executive talent in the market in which the Company competes for talent. Consulting fees of officers are reviewed annually by the Corporate Governance & Compensation Committee of the Board of Directors.

Compensation Policies and Risk Management

Through the Corporate Governance & Compensation Committee, the Board of Directors considers the implications of the risks associated with the Company's compensation policies and practices when determining rewards for its officers. In 2017, the Corporate Governance & Compensation Committee conducted its initial review and the Company intends to review at least once annually the risks, if any, associated with the Company's compensation policies and practices. Executive compensation is comprised of short-term compensation in the form of a base salary and long-term ownership through the Company's Stock Option Plan and Share Incentive Plan. This structure ensures that a significant portion of executive compensation (stock options and restricted share units) are both long-term and "at risk" and, accordingly, is directly linked to the achievement of business results and the creation of long term shareholder value. As the benefits of such compensation, if any, are not realized by officers until a significant period of time has passed, the ability of officers to take inappropriate or excessive risks that are beneficial to their compensation at the expense of the Company and the Shareholders is extremely limited. Furthermore, the short-term component of executive compensation (base salary) represents a relatively small part of the total compensation. As a result, it is unlikely an officer would take inappropriate or excessive risks at the expense of the Company or the shareholders that would be beneficial to their short-term compensation when their long-term compensation might be put at risk from their actions. Due to the small size of the Company and its current level of activity, the Board of Directors is able to closely monitor and consider any risks which may be associated with Rio2's compensation policies and practices. Risks, if any, may be identified and mitigated through regular Board meetings during which financial and other information of the Company are reviewed. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

Hedging of Economic Risks in the Company's Securities

The Company has not adopted a policy prohibiting Directors or officers from purchasing financial instruments that are designed to hedge or offset a decrease in market value of the Company's securities granted as compensation or held, directly or indirectly, by Directors or officers. However, the Company is not aware of any Directors or officers having entered into this type of transaction.

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets forth all annual and long-term compensation paid, payable, awarded, granted, given, or otherwise, provided, directly or indirectly, to each named executive officer (NEO) and director for each of the two most recently completed financial years for services in all capacities to the Company and its subsidiaries.

Table of compensation excluding compensation securities							
Name and position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Alex Black, President, Chief Executive Officer & Director	2017 2016	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Kathryn Johnson[1], EVP - Chief Financial Officer and Corporate Secretary	2017 2016	100,345.60 N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A	100,345.60 N/A
Anthony Jackson, Former CFO[2]	2017 2016	8,000 Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil 0	8,000 Nil
David D'Onofrio, Former CFO	2017 2016	Nil N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A
Jose Luis Martinez[3], EVP & Chief Strategy Officer	2017 2016	261,916.92 N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A	261,916.92 N/A
Klaus Zeitler,[4] Chairman of the Board of Director	2017 2016	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Daniel Kenney, Director	2017 2016	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Ram Ramachandran,[6,7] Director	2017 2016	Nil N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A
Sidney Robinson,[5] Director	2017 2016	Nil N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A
David Thomas,[5,6] Director	2017 2016	Nil N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A

NOTES:

1) Kathryn Johnson was appointed EVP – Chief Financial Officer and Corporate Secretary on June 1, 2017
2) Anthony Jackson was paid consulting fees through his company "Bridgemark Financial"
3) Jose Luis Martinez was appointed EVP & Chief Strategy Officer on March 1, 2017
4) Klaus Zeitler is the Chair of the Corporate Governance & Compensation Committee
5) Member of the Audit Committee
6) Member of the Corporate Governance & Compensation Committee
7) Ram Ramachandran is the Chair of the Audit Committee

Stock Options and Other Compensation Securities

Share Incentive Plan

The Company's Share Incentive Plan (the "Plan") is administered by the Corporate Governance & Compensation Committee of the Board of Directors and it was last approved by shareholders on April 21, 2017.

Two types of share awards may be granted under the Share Incentive Plan: time-based awards and performance-based awards. In determining the persons to whom awards may be granted, the number of Common Shares to be covered by each award and the allocation of the award between time-based awards and performance-based awards, the Board of Directors may take into account such factors as it shall determine in its sole discretion, including any one or more of the following factors:

a. compensation data for comparable benchmark positions among the Company's peer comparison group;

b. the duties, responsibilities, position and seniority of the grantee;

c. various corporate performance measures for the applicable period compared with internally established performance measures approved by the Company's board and/or similar performance;

d. measures of members of the Company's peer comparison group for such period;

e. the individual contributions and potential contributions of the grantee to the Company's success;

f. the fair market value or current market price of the Common Shares at the time of such award; and

g. such other factors as the Board of Directors deems relevant in its sole discretion in connection with accomplishing the purposes of the Share Incentive Plan.

The Share Incentive Plan contains the following restrictions:

a. the aggregate number of awards that could be issued to any single holder shall not exceed 1% of the aggregate number of issued and outstanding Common Shares (including Common Shares issuable upon exchange of exchangeable shares of the Company and/or other fully paid securities exchangeable into Common Shares) ("**Total Common Shares**") in any 12 month period (unless the Company has obtained disinterested Shareholder approval);

b. the aggregate number of awards that could be issued to Insiders (as defined by the applicable Stock Exchange) shall not exceed 2% of the Total Common Shares in any 12 month period (unless the Company has obtained disinterested Shareholder approval);

c. the aggregate number awards that could be issued to holders who are conducting investor relations activities for the Company shall not exceed 1% of the Total Common Shares in any 12 month period;

d. the aggregate number awards that could be issued to holders who are conducting investor relations activities for the Company shall not exceed 2% of the Total Common Shares;

e. the maximum number of Common Shares that are issuable at any time under the Share Incentive Plan shall not exceed 5,969,436 Common Shares; and

f. the number of Common Shares that are issuable at any time, under the Share Incentive Plan or when combined with all of the Company's other security-based compensation arrangements (including but not limited to the Option Plan), shall not exceed 10% of the Total Common Shares.

Payment arrangements shall be as follows unless otherwise directed by the Board: (i) as to 1/3 of the award value of such award, on the first anniversary of the date of grant of the award; (ii) as to 1/3 of the award value of such award, on the second anniversary of the date of grant of the award; and (iii) as to the remaining 1/3 of the award value of such award, on the third anniversary of the date of grant of the award. If the holder is on a leave of absence before any of the payment dates, such payment date(s) shall be extended by that portion of the duration of the leave of absence that is in excess of three (3) months. In the event that any payment date 31 falls during a black-out period, such payment date shall be amended to the date that is three (3) business days following the date the black-out is lifted. In the event of a change of control (as defined in the Share Incentive Plan), the payment date for the award value of those incentive awards that have not yet been paid as of such time shall be the closing date of the change of control and the payout multiplier applicable to any performance-based awards shall be determined by the board. In no event shall a payment date be later than December 15th of the third year following the year in which the award was granted.

On the payment date, the Company has sole and absolute discretion in settling the value of the notional Common Shares underlying the award, by any of the following methods or by a combination of such methods: (i) payment in Common Shares issued from treasury; (ii) payment in cash; or (iii) payment in Common Shares acquired by the Company on a stock exchange. The Share Incentive Plan does not contain any provisions for financial assistance by the Company in respect of any awards granted thereunder.

The principal objectives of the Share Incentive Plan are:

a. to retain and attract the qualified directors, officers, employees and other service providers that we require;

b. to promote a proprietary interest in us by such persons and to encourage such persons to remain in the Company's employ and put forth maximum efforts for the success of the Company's business; and

c. to focus the Company's management on operating and financial performance and long-term total shareholder return.

The Company believes this Plan provides competitiveness within the Canadian mining industry and facilitates the achievement of the Company's long-term goals. In addition, this incentive-based compensation program is intended to reward the Company's directors, officers, employees and other service providers for meeting certain pre-defined operational and financial goals which have been identified for increasing long-term total shareholder return.

The Share Incentive Plan contains anti-dilution provisions which allow the Board to make such adjustments to the Share Incentive Plan, to any awards as the Board may, in its sole discretion, consider appropriate in the circumstances to prevent dilution or enlargement of the rights granted to holders thereunder.

Policy 4.4 of the TSXV requires that the Share Incentive Plan be approved by the Shareholders.

Stock Option Plan

The Company's Incentive Stock Option Plan (the "Option Plan") is administered by the Corporate Governance & Compensation Committee of the Board of Directors and it was last approved by shareholders on April 21, 2017.

Plan limits the total number of Common Shares that may be issued on exercise of Options outstanding at any time under the Option Plan to 10% of the number of Common Shares outstanding (which equals to 5,969,436 Common Shares based on 56,694,362 Common Shares issued and outstanding as of the date hereof), subject to the following additional limitations:

a. no single participant may be granted Options to purchase a number of Common Shares equaling more than 5% of the issued Common Shares in any twelve-month period unless the Company has obtained disinterested shareholder approval in respect of such grant and meets the requirements of any stock exchange on which the Company's Common Shares are then listed (a "**Stock Exchange**");

b. in the aggregate, no more than 10% of the issued and outstanding Common Shares (on a non-diluted basis) may be reserved at any time for insiders (as defined in the *Securities Act* (Alberta) and includes an associate, as defined in the *Securities Act* (Alberta) ("**Insider(s)**") under the Option Plan, together with all other security-based compensation arrangements of the Company; and

c. the number of securities of the Company issued to Insiders, within any one-year period, under all security based compensation arrangements, cannot exceed 10% of the issued and outstanding Common Shares.

The exercise price of any Options shall be determined by the Board of Directors, subject to Stock Exchange approval (if required), at the time such Options are granted. In no event shall such exercise price be lower than the lesser of: (a) the closing price of the Common Shares prior to the date of the grant, and (b) the exercise price permitted by the Stock Exchange. Subject to any vesting restrictions imposed by the Stock Exchange, the Board may, in its sole discretion, determine the time during which Options shall vest and the method of vesting, or that no vesting restriction shall exist.

The Option Plan also includes a black out provision. Pursuant to the policies of the Company respecting restrictions on trading, there are a number of periods each year during which directors, officers and certain employees are precluded from trading in the Company's securities. These periods are referred to as "blackout periods". A black out period is designed to prevent a person from trading while in possession of material information that is not yet available to other shareholders. The regulatory authorities recognize these blackout periods might result in an unintended penalty to employees who are prohibited from exercising their Options during that period because of their company's internal trading policies. As a result, certain regulatory authorities have provided a framework for extending Options that would otherwise expire during a black out period. The Option Plan includes a provision that should an Option expiration date fall within a black out period or immediately following a black out period, the expiration date will automatically be extended for 10 business days following the end of the blackout period.

The maximum length of any Option shall be ten (10) years from the date the Option is granted. Notwithstanding the above, a participant's Options will expire one (1) year after a participant ceases to act for the Company, other than by reason of death. Options of a participant that provides investor relations activities will expire 30 days after the cessation of the participant's services to the Company. In the event of the death of a participant, the participant's estate shall have twelve (12) months in which to exercise the outstanding Options. If a participant ceases to be a director, officer, employee of, or consultant to, the Company for cause, any granted but unexercised Options shall terminate and become null and void immediately. The Options are not assignable, other than by reason of death.

If the number of outstanding Common Shares are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the Company or another company or entity through a reorganization, amalgamation, arrangement, merger, re-capitalization, re-classification, stock dividend, subdivision, consolidation or similar transaction, or in case of any transfer of all or substantially all of the assets or undertaking of the Company to another entity (any of which being, a "Reorganization"), any

adjustments relating to the Common Shares subject to Options or issued on exercise of Options and the exercise price per Common Share shall be adjusted by the Board of Directors, in its sole and absolute discretion, provided that a participant shall be thereafter entitled to receive the amount of securities or property (including cash) to which such participant would have been entitled to receive as a result of such Reorganization if, on the effective date thereof, he had been the holder of the number of Common Shares to which he was entitled upon exercise of his Option(s). The Option Plan provides for cashless exercise but does not provide for any financial assistance from the Company to facilitate the exercise of Options.

Under the rules and policies of certain stock exchanges, an option plan should have proper amendment provisions which specifies whether shareholder approval is required for a type of amendment and such amendment procedure must be approved by shareholders. The amendment provisions of the Option Plan allow the Board of Directors to terminate or discontinue the Option Plan at any time without the consent of the option holders provided that such termination or discontinuance shall not result in a material adverse change to the terms of any Options granted under the Option Plan. The Board of Directors may not amend the Option Plan and any Options granted under it without further shareholder approval, to the extent that such amendments relate to among other things:

a. reducing the exercise price of an Option;

b. canceling any Options previously granted and re-issuing such Options;

c. extending the original expiry date of an Option;

d. amending the limitations on the maximum number of Common Shares reserved or issued to Insiders;

e. amending the limitations on the maximum number of Shares reserved or issued to Non-Management Directors;

f. increasing the maximum number of Options issuable pursuant to the Option Plan;

g. making any amendment to the Option Plan that would permit a optionee to transfer or assign Options to a new beneficial holder other than in the case of death of the optionee; or

h. amend the amendment provisions of the Option Plan.

In the cases of a, b, c, and d above, the votes attached to Common Shares held directly or indirectly by Insiders benefiting from the amendments will be excluded. The foregoing amendments to the Option Plan are subject to disinterested shareholder approval.

The principal objectives of the Company's Option Plan are:

a. to provide incentive compensation to directors, officers, employees and consultants of the Company and its subsidiaries

b. to assist the Company and its subsidiaries in attracting, motivating and retaining qualified directors, management personnel and consultants.

c. to provide additional incentive for participants' efforts to promote the growth and success of the business of the Company.

Pursuant to the requirements of the TSXV, the Option Plan is required to be approved by Shareholders every year.

Outstanding Share-Based Awards and Option-Based Awards

The NEOs and directors received both stock options and restricted share units ("RSUs") during the reported period.

The following table sets out all compensation securities granted or issued to each NEO and director by the Company for services provided or to be provided, directly or indirectly, in the year ended December 31, 2017.

Table of Compensation Securities							
Name and position	**Type of compensation security [1,2]**	**Number of compensation securities, number of underlying securities, and percentage of class[3,4]**	**Date of issue or grant**	**Issue, Conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry Date**
Kathryn Johnson, EVP - Chief Financial Officer and Corporate Secretary	Stock Options	250,000 6.76%	May 30, 2017	$1.71	$1.71	$0.90	May 30, 2022
	RSUs	100,000 12.82%	May 30, 2017	$1.71	$1.71	$0.90	December 15, 2020
David D'Onofrio, Former CFO	Stock Options	50,000 1.35%	March 1, 2017	$1.02	$1.02	$0.90	March 1, 2022
Jose Luis Martinez, EVP & Chief Strategy Officer	Stock Options	500,000 13.51%	March 1, 2017	$1.02	$1.02	$0.90	March 1, 2022
	RSUs	150,000 19.23%	March 1, 2017	$1.19	$1.19	$0.90	December 15, 2020
Klaus Zeitler, Chairman of the Board of Director	Stock Options	250,000 6.76%	March 1, 2017	$1.02	$1.02	$0.90	March 1, 2022
	RSUs	30,000 3.85%	March1, 2017	$1.19	$1.19	$0.90	December 15, 2020
Daniel Kenney, Director	Stock Options	250,000 6.76%	March 1, 2017	$1.02	$1.02	$0.90	March 1, 2022
	RSUs	50,000 6.41%	March 1, 2017	$1.19	$1.19	$0.90	December 15, 2020
Ram Ramachandran, Director	Stock Options	250,000 6.76%	April 24, 2017	$1.50	$1.50	$0.90	April 24, 2022
Sidney Robinson, Director	Stock Options	250,000 6.76%	April 24, 2017	$1.50	$1.50	$0.90	April 24, 2022
David Thomas, Director	Stock Options	250,000 6.76%	April 24, 2017	$1.50	$1.50	$0.90	April 24, 2022

NOTES:

1 Each Incentive Stock Option and Restricted Share Unit is exercisable into one common share of the Company

2 Stock Options and RSUs vest as to 1/3 on the first, second and third anniversary of grant

3 Percentage of stock options outstanding as at December 31, 2017

4 Percentage of RSUs outstanding as at December 31, 2017

Securities Authorized for Issuance under Equity Compensation Plans

The following table sets forth the Company's compensation plans under which equity securities are authorized for issuance as at the end of the most recently completed financial year (December 31, 2017).

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	4,480,000[1]	Stock options - $1.18 RSUs - $1.23	1,489,436[2]
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	**4,480,000**	**Stock options - $1.18** **RSUs - $1.23**	**1,489,436**

NOTES:

1. Figure comprised of 3,700,000 stock options and 780,000 RSUs
2. The number of Common Shares that are issuable at any time, under the Share Incentive Plan, or when combined with the Option Plan shall not exceed 10% of the total number of shares. At December 31, 2017 there were 59,694,362 shares issued and outstanding.

Exercise of Stock Options

During the financial year ended December 31, 2017 no NEO or directors of the Company exercised compensation securities.

Employment, Consulting and Management Agreements

The Company has entered into the following agreements with management:

- ***Alex Black, President, Chief Executive Officer & Director***

As per "**DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION DISCUSSION & ANALYSIS",** section 1, an agreement has not been entered into by the Company with Alex Black. It is anticipated that compensation arrangements will be made as the Company executes on its strategy and acquires precious metal assets.

- ***Kathryn Johnson – Executive Vice President – Chief Financial Officer and Corporate Secretary***

On May 17, 2017, the Company entered into a consulting agreement with Ms. Johnson, compensating her $1,000 United States Dollars ("USD") per day, with fees payable monthly. Termination of this consulting agreement requires a 30-day notice period.

- ***Jose Luis Martinez – Executive Vice President and Chief Strategy Officer***

On March 23, 2017, the Company entered into a consulting agreement with Mr. Martinez, compensating him $220,000 USD per annum, with fees payable monthly. Termination of this consulting agreement requires a 30-day notice period.

Oversight and Description of Director and Named Executive Officer Compensation

Compensation of Directors

In the Board's view, there is, and has been, no need for the Company to design or implement a formal compensation program for directors. While the Board considers Option grants and Share Awards to directors under the Option Plan and the Share Incentive Plan from time to time, the Board does not employ a prescribed methodology when determining the grant or allocation of Options and Shares. Other than as discussed above, the Company does not offer any long-term incentive plans, compensation plans or any other such benefit programs for directors.

Compensation of NEOs

Compensation of NEOs is reviewed annually and determined by the Board. The level of compensation for NEOs is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources. In the Board's view, there is, and has been, no need for the Company to design or implement a formal compensation program for NEOs.

Elements of NEO Compensation

Consulting fees

The Company's EVP – Chief Financial Officer and Corporate Secretary and EVP & Chief Strategy Officer receive consulting fees. The Board reviews consulting fees annually to ensure that they reflect each respective NEO's performance and experience in fulfilling his/her role. Due to the relatively small size of the Company, and the early stage and scope of the Company's operations, NEOs receive limited consulting fees relative to industry standards. The Board does not currently have any plan in place to materially increase NEOs' consulting fees.

Option and Share Incentive Plans

As discussed above, the Company provides an Option Plan and a Share Incentive Plan to motivate NEOs by providing them with the opportunity, through Options and Shares, to acquire an interest in the Company and benefit from the Company's growth. The Board does not employ a prescribed methodology when determining the grant or allocation of Options and Shares to NEOs. Other than these two plans, the Company does not offer any long-term incentive plans, share compensation plans, retirement plans, pension plans, or any other such benefit programs for NEOs.

Pension

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by the Company and none are proposed at this time.

Address: Suite 6000, 1 First Canadian Place, PO Box 367, 100 King Street West
Toronto, Ontario, M5X 1E2

Telephone: 604 762-4720

Email: info@rio2limited.com

Website: www.rio2limited.com

APPENDIX "R"
INFORMATION CONCERNING AMALCO

Notice to Reader

Unless the context indicates otherwise, capitalized terms which are used in this Appendix "R" and not otherwise defined in this Appendix "R" have the meanings given to such terms under the heading "*Glossary of Terms*" in this Circular.

Corporate Structure

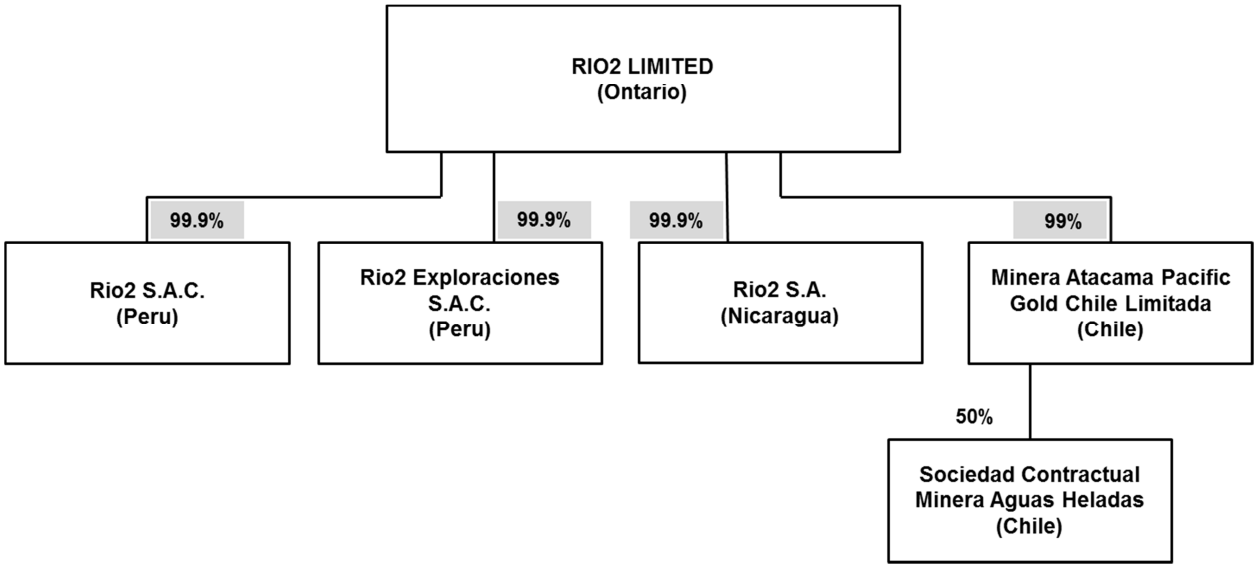
Name and Incorporation

On completion of the Arrangement, Amalco will be the entity resulting from the Amalgamation of Rio2 and Atacama. Amalco will continue operating under the name "Rio2 Limited" under the OBCA.

The head office of Amalco will be located at 161 Bay Street, 27th Floor, Office 2769, Toronto, ON M5J 2S1 Canada. The registered and records office of Amalco will be located Suite 6000, 1 First Canadian Place, 100 King St. West, Toronto, ON, M5X 1E2 Canada.

Intercorporate Relationships

The following chart describes the inter-corporate relationship between Amalco (to be named Rio2 Limited) and its subsidiaries upon the completion of the Arrangement.



As indicated in the organizational chart above, 99.9% of the outstanding shares of Rio2 S.A.C., Rio2 Exploraciones S.A.C. and Rio2 S.A. and 99% of the outstanding shares of Minera Atacama Pacific Gold Limitada will be directly owned by Amalco. The balance of the shares of Rio2 S.A.C. and Rio2 Exploraciones S.A.C. are registered in the name of Alex Black, who is anticipated to be the Chief Executive Officer, President and a director of Amalco, and are held in trust by him for the benefit of Amalco. The balance of the shares of Rio2 S.A. are owned by Rio2 Exploraciones S.A.C. The balance of the shares of Minera Atacama Pacific Gold Limitada will be registered in the name of a nominee of Rio2 upon the completion of the Arrangement, to be held by him in trust for the benefit of Amalco.

Summary Description of the Business of Amalco

Following completion of the Arrangement, Amalco will be focused on the development of the Cerro Maricunga Gold Project in Chile as its first development project.

Amalco will continue building itself as a multi-asset, multi-jurisdiction, precious metals company focused in the Americas. Amalco will continue pursuing additional strategic acquisitions to compile an attractive

portfolio of precious metals assets where it can deploy its operational excellence and responsible mining practices to create value for its shareholders. Additionally, it will continue with its organic exploration efforts.

Amalco will generally continue the operations of Rio2 and Atacama following the completion of the Arrangement. Accordingly, for information regarding the events and conditions which have influenced the general development of the businesses of Atacama and Rio2, see Appendix "N" "*Information Concerning Atacama*" and Appendix "P" - *Information Concerning Rio2*", respectively.

Description of Material Property

Following the completion of the Arrangement, the principal property of Amalco will be the Cerro Maricunga Gold Project, located in Chile. The following is a brief description of the Cerro Maricunga Gold Project. Further information regarding this project can be found in the Atacama AIF which is incorporated by reference herein.

The Cerro Maricunga Gold Project

The Cerro Maricunga Gold Project is located in the Copiapo Province, III region, specifically in the area commonly referred to as the Maricunga gold belt, approximately 140 kilometres northeast of the city of Copiapó, Chile.

Cerro Maricunga gold deposit is located in the Maricunga Mineral Belt, a well-known gold district which hosts the La Coipa and Maricunga mines, as well as the Volcan, Caspiche, Marte Lobo and Cerro Casale gold deposits.

The Cerro Maricunga Gold Project concessions comprise generally contiguous or superposed exploration and exploitation concessions and cover over 15,000 hectares. Amalco will have a 100% interest in the Cerro Maricunga Gold Project. There are no third party royalties applicable to the Cerro Maricunga property concessions.

Surface mapping, trenching and drilling indicate that gold mineralization at the Cerro Maricunga Gold Project is confined to a NW-SE trending corridor consisting of a porphyry and breccia complex bounded by fault structures. The mineralization has been recognized along a 2.3 kilometres NW-SE-trending strike over widths of up to 700 meters in a NE-SW direction and to depths of over 550 metres in depth (4,400 metres above sea level).The mineralization remains open at depth.

The Cerro Maricunga gold deposit comprises three zones of gold mineralization occurring over the 2.3 kilometres strike length, being comprised of the northern Lynx Zone, central Phoenix and southern Crux Zone. The gold mineralization is located within the partially eroded Ojos de Maricunga stratovolcano and hosted in intrusive subvolcanic rock and genetically related breccias emplaced along a main northwest striking structure. Gold is found in black/grey banded quartz veinlets associated with disseminated magnetite as well as finely disseminated throughout the host rock. The mineralization is associated with oxidized host rocks and/or disseminated iron oxides. Sulphide mineralization is rare.

The location of the Cerro Maricunga Gold Project provides major advantages that are expected to facilitate the project's construction and future exploitation.

- The existing Ch 31 International road (Copiapo to Argentinean border) passes within 15 kilometres of the Cerro Maricunga Gold Project. There are no significant population centres in the immediate vicinity of the Cerro Maricunga Gold Project.
- In addition, Minera Atacama Pacific Gold Limitada, the subsidiary through which Amalco will own the Cerro Maricunga Gold Project upon completion of the Arrangement, has entered into an agreement with Aguas Chañar S.A. for the supply of industrial water, at a flow of up to 80 litres per second, to the Cerro Maricunga Gold Project. Water will be transported from the Aguas Chañar water plant, located in Copiapo, to the Cerro Maricunga Gold Project site by a pump and pipeline system, which will consist of a 149 kilometre long pipeline with four intermediate pump stations located on specific points in the route.
- The electrical energy for the Cerro Maricunga Gold Project is anticipated be supplied by 110 kV transmission line that is to be connected to the main Chilean electrical transmission grid at the

"Carrera Pinto" electrical substation located at Copiapo. The 110.5 kilometre long high voltage line is to provide electrical energy to the processing plant, water pump stations and associated facilities.

The funding, permitting and construction of the water pipeline and associated electrical energy transmission line will be the responsibility of Amalco, planning for which is in the preliminary stages.

Chile is an advanced country in terms of mining technology and infrastructure. Copiapo, the nearest major city to the Cerro Maricunga Gold Project is located approximately 140 kilometres southwest by road. Copiapo has an approximate population of 150,000 people. Experienced mine and plant personnel can be sourced from Copiapo, or elsewhere in Chile where a generally well trained and experienced workforce exists. Furthermore, Copiapo is a well-established support and logistics centre for mining activities in the region.

Summary of Mineral Resources and Mineral Reserves Estimates

The following tables set forth the summary of mineral resources and reserves for the Cerro Maricunga Gold Project. Readers are cautioned that mineral resources that are not mineral reserves to not have demonstrated economic viability.

The Cerro Maricunga proven and probable mineral reserve estimate lies within an optimized open pit shell generated using economic and technical input parameters established in the Cerro Maricunga PFS.

The mineral reserve represents a diluted ore tonnage. No inferred category mineral resources were used in the preparation of the mineral reserves.

The Cerro Maricunga resource estimate and reserve calculation were prepared under guidelines established by the CIM, CIM Standards on Mineral Resources and Reserves - Definitions and Guidelines (2014).

Cerro Maricunga Resource Estimate (August 2014)

	Measured		**Indicated**		**Measured and Indicated**			**Inferred**		
Zone	**Tonnes** *(millions)*	**Grade** *(g/t Au)*	**Tonnes** *(millions)*	**Grade** *(g/t Au)*	**Tonnes** *(millions)*	**Grade** *(g/t Au)*	**Gold Ounces** *(000's)*	**Tonnes** *(millions)*	**Grade** *(g/t Au)*	**Gold Ounces** *(000's)*
Lynx	20.1	0.46	82.8	0.40	**102.9**	**0.41**	**1,344**	7.0	0.37	84
Crux	92.0	0.35	119.1	0.32	**211.1**	**0.33**	**2,227**	28.1	0.30	266
Phoenix	40.7	0.46	79.1	0.42	**119.8**	**0.44**	**1,678**	22.8	0.34	253
Totals	**152.8**	**0.39**	**281.0**	**0.37**	**433.8**	**0.38**	**5,249**	57.9	0.32	603

Notes:

1. Mineral resources are reported as global unconstrained resources at a 0.15 g/t Au cut-off grade.
2. Mineral resources are not confined within a pit using mining parameters.
3. Rounding may result in apparent summation differences between tonnes, grade and contained gold ounces.
4. Tonnage and grade measurements are in metric units. Contained gold ounces are reported as troy ounces.

Cerro Maricunga Mineral Reserve Estimate (August 2014)

0.15 g/t Au Cut-off Grade	**Tonnes** *(millions)*	**Grade** *(g/t Au)*	**Gold Ounces** *(000's)*
Proven	126.9	0.39	1,603
Probable	167.6	0.40	2,140
Total Proven and Probable	**294.4**	**0.40**	**3,743**

Notes:

1. Mineral reserves are reported as constrained within measured and indicated pit design and supported by a mine plan featuring a constant throughput rate. The pit design and mine plan were optimized using the following economic and technical parameters: gold price of US$1300 per ounce, recovery to dore assumptions 79.5% for gold; US$10.0 per ounce of gold refining charges; ore and waste average mining cost of US$1.45 per tonne, and process and general and administrative costs of US$3.09 per tonne processed; average pit slope angles that range from 40° to 48°; an assumption of 97% mining recovery and 3% of mining dilution.
2. Mineral reserves are contained within the existing mineral resources.
3. Rounding may result in apparent summation differences between tonnes, grade and contained gold ounce
4. Tonnage and grade measurements are in metric units. Contained gold ounces are reported as troy ounces.

Available Funds and Principal Purposes

The Rio2 Financing was completed on May 31, 2018 by the issue of 10,000,000 Rio2 Subscription Receipts for gross proceeds of $10,000,000. Assuming the satisfaction of the escrow release conditions governing the Rio2 Subscription Receipts, including but not limited to the completion of the Arrangement, it is anticipated that on the Effective Date Amalco will have available working capital of approximately $9.9 million. It is expected that these available funds will be used for additional drilling and studies related to completing a definitive feasibility study in respect of the Cerro Maricunga Gold Project, expenses of the Arrangement and for Amalco's general corporate purposes.

Directors

On the Effective Date, the Board of Directors of Amalco will be comprised of the current directors of Rio2, namely, Klaus Zeitler (Chairman), Alex Black, Sidney Robinson, Ram Ramachandran, David Thomas and Daniel Kenney, and one nominee of Atacama, namely Albrecht Schneider.

Name and Municipality of Residence	Position(s) Held and Period of Service	Principal Occupation
Klaus Zeitler[(1)] West Vancouver, British Columbia, Canada	Chairman of the Rio2 Board since April 24, 2017, Director of Rio2 since November 23, 2016	Dr. Zeitler received his professional education at Karlsruhe University from 1959 to 1966 and obtained a PhD in economic planning. Dr. Zeitler is a member of the Canadian Institute of Mining and Metallurgy and the Prospectors and Developers Association. Dr. Zeitler financed, built and managed base metal and gold mines worldwide (Europe, Africa, North America, South America, Pacific) with a total investment value of $4.0 billion. Dr. Zeitler was a managing director of Metallgesellschaft AG, a German metals conglomerate, and in 1986 founded and was a director and the first Chief Executive Officer of Metal Mining (later Inmet Mining Corporation) with assets of over $4.0 billion, and base metal and gold mines in different parts of the world. After having been a director of Teck and Cominco for many years, Dr. Zeitler joined Teck in 1997 as Senior Vice President and had responsibilities for the exploration and development of mines in Peru, Mexico and the USA. Since his retirement in 2002 from Teck and in addition to being Executive Chairman and a director of Amerigo, Dr. Zeitler was the Chairman of the Board of Directors of Rio Alto Mining Limited from 2011 to 2015, a director of Tahoe Resources Ltd. from April 2015 to May 2017 and is presently a director of Western Copper and Gold Corporation and Chairman of Los Andes Copper Ltd.
Alex Black Lima, Peru	President, Chief Executive Officer and Director of Rio2 since November 23, 2016	Mr. Black lives in Lima, Peru and has 35 years' experience in the mining industry. Mr. Black holds a BSc in Mining Engineering from the University of South Australia and is a member of the Australasian Institute of Mining and Metallurgy. Prior to moving to Peru in 2000, Mr. Black was the founder and Managing Director of international mining consulting services group Global Mining Services from 1994 to 2000. In 1996, Mr. Black also founded and was Chairman of OFEX listed AGR Limited with exploration projects in Ghana and Mongolia. In 2002, Mr. Black took control of

Name and Municipality of Residence	Position(s) Held and Period of Service	Principal Occupation
		Chariot Resources Limited as a listed TSXV shell and played a key role in the acquisition of the Mina Justa Copper Project and formation of the Korean joint venture with Chariot Resources. Upon his resignation as Chairman & Executive VP of Chariot Resources in 2006, Mr. Black founded the Peruvian registered Rio Alto S.A.C. In 2009 after successfully negotiating the acquisition of the La Arena Gold Project from Iamgold Corp, Rio Alto was acquired by Mexican Silver Mines and renamed Rio Alto Mining Limited. In 2014, Rio Alto also completed the successful acquisition of Sulliden Gold and the Shahuindo Gold Project for $300M. Mr. Black, as President & Chief Executive Officer of Rio Alto Mining Limited and his experienced management team built Rio Alto from a $12M company in 2009 to a $1.2 billion company in 2015 at the time of the acquisition by Tahoe Resources Inc.
Albrecht Schneider Santiago, Chile	Executive Chairman and Director of Atacama since June 12, 2008	President, SBX Consultores, a Chilean geological consulting company, since 2003
Sidney Robinson[(2)] Toronto, Ontario, Canada	Director of Rio2 since April 21, 2017	Mr. Robinson is currently a Trustee of Chartwell Retirement Residences, a member of its Audit Committee and Chair of its Governance, Nominating and Compensation Committee. He was a senior partner of Torys LLP, a law firm, until January 2004, practicing corporate/commercial law, with emphasis on financings, mergers and acquisitions and international projects. In his practice, Mr. Robinson acted as strategic and legal advisor to senior management and boards of many large corporate issuers. Mr. Robinson was a long-time member of Torys LLP's executive committee. Mr. Robinson is a member of the Board of Directors of Amerigo Resources Inc., where he sits on the Audit and the Nominating Committees and is Chair of the Compensation Committee, and is a former director of Rio Alto Mining Limited and of Inmet Mining Corporation. He has also served on the Board of Directors of several private corporations, is a founding partner of Butterfield & Robinson Inc., and was the first Chairman of Canada Post Corporation's Real Estate Advisory Committee. Mr. Robinson holds an M.A. and an LL.B from the University of Toronto and an LL.M from Osgoode Hall Law School.
Ram Ramachandran[(1)(2)] Aurora, Ontario, Canada	Director of Rio2 since April 21, 2017	Mr. Ramachandran has over 25 years of financial reporting experience in a multitude of capacities. During the past 15 years Mr. Ramachandran has consulted extensively on financial reporting and regulatory matters for public companies, accounting and law firms. Mr. Ramachandran's contributions to the capital markets include authoring and launching the "Canadian Securities Reporter", a proprietary public company subscription service currently available through the CICA's Knotia website. Mr. Ramachandran has previously served as Associate Chief Accountant and Deputy Director, Corporate Finance at the Ontario Securities Commission and served as a senior member in the national office of an international accounting firm. Mr. Ramachandran was also a member of the OSC's Continuous Disclosure Advisory Committee (2004-2007) and has completed the IFRS Certification program offered by the Institute of Chartered Accountants in England & Wales. Mr. Ramachandran originally qualified as a Chartered Accountant in England & Wales in 1978 and subsequently in Ontario in 1984. Mr. Ramachandran has served as the Chief Financial Officer of Purepoint Uranium Group

Name and Municipality of Residence	Position(s) Held and Period of Service	Principal Occupation
		Inc. since June, 2004.
David Thomas[(1)(2)] Park City, Utah, USA	Director of Rio2 since April 21, 2017	Mr. Thomas spent the last ten (10) years of his career developing the Toromocho Copper Project, owned by Chinalco Mining Corporation International, in Peru. He held the positions of Executive Vice President and Chief Operation Officer, Vice President of Operations, as well as serving as an advisor and consultant to Chinalco Mining Corporation International, until his retirement at the end of 2014. Mr. Thomas was a director of Rio Alto Mining Limited from 2008 to 2009. From 2002 to 2004, he worked as the Managing Director of Volta Aluminum Company, an aluminum smelter in Ghana, owned by Kaiser Aluminum and Alcoa. During this time, he was also a director of Anglesey Aluminum, a joint venture company of Kaiser Aluminum and Rio Tinto in Wales. From 2000 to 2002, Mr. Thomas was Vice President, Technical Services of PT Freeport Indonesia. Previously, Mr. Thomas worked for over ten (10) years for Southern Peru Copper Corporation where he served as Vice President, Operations, Chief Engineer, Area Manager and Mine Manager. From 1996 to 1999, Mr. Thomas served as a director of Resource Pacific Pty Ltd. (Australia). Mr. Thomas obtained a BS Degree in Mining Engineering from the University of Utah and a MS Degree from the University of Minnesota in Mineral Resources Engineering.
Daniel Kenney Calgary, Alberta, Canada	Director of Rio2 since November 23, 2016	Mr. Kenney has been a partner with the law firm of DLA Piper (Canada) LLP since September 2004, practicing in the areas of securities, mining, oil and gas and general corporate/commercial matters. Mr. Kenney served as a director and Corporate Secretary of Rio Alto Mining Limited. Mr. Kenney holds a LL.B. from the University of Alberta and a B. Comm. from the University of Calgary.

Notes:

(1) Anticipated to be appointed as a member of the Audit Committee.
(2) Anticipated to be appointed as a member of the Corporate Governance & Compensation Committee.

The directors and senior officers of Amalco will hold an aggregate of approximately 31,734,114 Amalco Shares, representing approximately 30% of the 102,840,572 Amalco Shares anticipated to be issued and outstanding following the completion of the Arrangement on a non-diluted basis (assuming no issuances of Atacama Shares or Rio2 Shares during the period commencing on the date of this Circular and ending at the Effective Time, other than the issue of 10,000,000 Rio2 Shares on the conversion of the Rio2 Subscription Receipts).

Audit Committee

Following completion of the Arrangement, it is expected that Amalco will maintain the audit committee policies and charter of Rio2. The proposed members of the Audit Committee are noted in the table above.

Corporate Governance

Following completion of the Arrangement, it is expected that Amalco will maintain the policies of Rio2 with respect to corporate governance. The proposed members of the Audit Committee are noted in the table above.

Officers

On the Effective Date, it is contemplated that the executive officers of Amalco will be those of Rio2, namely, Alex Black (Chief Executive Officer and President), Timothy Williams (Executive Vice President and Chief Operating Officer), José Luis Martinez (Executive Vice President and Chief Strategy Officer) and Kathryn Johnson (Executive Vice President, Chief Financial Officer and Corporate Secretary). The

biographies for these individuals are set out below, except for Alex Black, whose biography is set out above.

Timothy Williams, Executive Vice President and Chief Operating Officer

Prior to joining Rio2, Mr. Williams was Vice President Operations for Rio Alto Mining Limited from 2010 to 2015. Mr. William's responsibilities included overseeing the construction and operation of the La Arena gold mine, and overseeing the construction of the Shahuindo gold mine, both located in Peru. Following the acquisition of Rio Alto Mining Limited by Tahoe Resources Inc. in April 2015, Mr. Williams was the Vice President Operations and Country Manager in Peru until August 2016. Prior to his involvement with Rio Alto Mining Limited, Mr. Williams managed the El Brocal and the Marcona open pit mining contracts for Stracon - GyM in Peru. Mr. Williams has also held senior operating positions in Compania Minera Volcan at their Cerro de Pasco operations also located in Peru. Before arriving in Peru, Mr. Williams held mining production roles with Anglo Gold Ashanti at Geita in Tanzania, geotechnical and mine planning roles at WMCs Leintster Nickel Operations and MIM's McArthur River mine both located in Australia. Mr. Williams has also worked in the consulting industry with AMC Mining at their Perth, WA office. Mr. Williams holds a Master's Degree in Mining Geomechanics, a Bachelor's Degree in Mining and Economic Geology, and a Post Graduate Diploma in Mining, from Curtin University, Western Australian School of Mines. He is a Fellow of the Australasian Institute of Mining and Metallurgy.

José Luis Martinez, Executive Vice President and Chief Strategy Officer

Mr. Martinez is an accomplished Investment Banking professional with over 23 years of Global Banking experience who has been deploying his capital markets expertise and regional knowledge since Rio2 was founded. Prior to Rio2, Mr. Martinez led business development and relationship management for TD Securities Investment Banking in Latin America for ten (10) years, where he had a focus in the Mining sector. Mr. Martinez led Mergers & Acquisitions Advisory Assignments, Equity Underwriting, and Debt Financing for clients in Latin America and Canada. Prior to this, Mr. Martinez spent over 12 years covering and executing a wide array of financing transactions for large public, state-owned and multinational companies in Latin America. During this period, he served as Head of TD Securities' South America Regional Representative Office in Chile. Throughout his career, Mr. Martinez has developed strong and trusted relationships with executives of large public and private companies, as well as controlling shareholders of leading private conglomerates across Latin America. Mr. Martinez has been lead representative in global banking and mining conferences, with numerous speaking engagements across Latin America, focusing on Mining and Capital Market. Mr. Martinez holds an MBA from University of Toronto, Canada and a Bachelor of Business Administration from Universidad de Lima, Peru.

Kathryn Johnson, Executive Vice President, Chief Financial Officer and Corporate Secretary

Ms. Johnson is based in Vancouver and has over ten (10) years of experience in the mining industry, primarily in Latin America. Ms. Johnson brings extensive experience in accounting and finance, including financings, mergers and acquisitions, project development, internal controls and financial reporting. Kathryn held various senior positions at Rio Alto Mining Limited until acquired in 2015. Her last position was Chief Financial Officer and prior to that Vice President, Corporate Controller and Corporate Reporting. While at Rio Alto Mining, Ms. Johnson was a key member of the team that successfully completed the acquisition of Sulliden Gold and the Shahuindo Gold Project for $300 million in 2014 and the subsequent sale of Rio Alto to Tahoe Resources Inc. for $1.2 billion. Ms. Johnson has also held the positions of Financial Reporting Contractor at Goldcorp and Director of Finance at Tahoe Resources. Ms. Johnson holds a BA with a double major in History and Political Science from the University of British Columbia and is a CPA, CA who earned her chartered accountant designation while articling at PricewaterhouseCoopers LLP in Vancouver.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

As at the date of this Circular, other than as described in this Circular or the documents incorporated by reference herein, no proposed director or officer of Amalco is, or within ten years prior to the date of this Circular, has been a director, a chief executive officer or a chief financial officer of any company (including Rio2 or Atacama, as the case may be), that:

(a) as subject to: (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an "**Order**"), that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer; or

(b) was subject to an Order that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

No proposed director or executive officer of Amalco, or a shareholder holding a sufficient number of securities of Amalco to affect materially control of Amalco, is, or within ten years prior to the date of this Circular, has been a director or executive officer of any company (including Rio2 or Atacama, as the case may be) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

No proposed director or executive officer of Amalco, or a shareholder holding a sufficient number of securities of Amalco to affect materially control Amalco, has, within the past ten years prior to the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such person.

No proposed director or executive officer of Amalco, or a shareholder holding a sufficient number of securities of Amalco to affect materially control Amalco, has been subject to (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or (ii) any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable investor in making an investment decision.

Conflicts of Interest

Certain proposed directors and officers of Amalco and its subsidiaries are associated with other reporting issuers or other corporations which may give rise to conflicts of interest. In accordance with corporate laws, directors who have a material interest or any person who is a party to a material contract or a proposed material contract with Amalco are required, subject to certain exceptions, to disclose that interest and generally abstain from voting on any resolution to approve the contract. In addition, the directors are required to act honestly and in good faith with a view to the best interests of Amalco. Some of the proposed directors of Amalco have either other employment or other business or time restrictions placed on them and accordingly, these will only be able to devote part of their time to the affairs of Amalco. Conflicts, if any, will be subject to the procedures and remedies available under the OBCA. The OBCA provides that in the event that a director has an interest in a contract or proposed contract or agreement, the director shall disclose his interest in such contract or agreement and shall refrain from voting on any matter in respect of such contract or agreement unless otherwise provided by the OBCA.

Executive Compensation

Following completion of the Arrangement, it is expected that Amalco will adopt the policies of Rio2 with respect to compensation.

In anticipation of the implementation of the Arrangement, the Rio2 Board has commenced a review of market practice and standards for the compensation of executive officers in Canadian-listed companies and is working to finalize new, definitive employment agreements appropriate to such practice and standards

Indebtedness of Directors and Executive Officers

No proposed director, executive officer of Amalco or any associate thereof, will be indebted to Amalco upon completion of the Arrangement. In addition, none of such persons' indebtedness to any other entity

will be the subject of a guarantee, support agreement or letter of credit or similar arrangement or understanding provided by Amalco or its subsidiaries.

Management's Discussion and Analysis

Amalco's financial position, risks and outlook after the Arrangement is completed will be substantially the same as those outlined in the Atacama MD&A and the Rio2 MD&A both of which are incorporated by reference in this Circular. Readers are encouraged to review both the Atacama MD&A and the Rio2 MD&A which have been filed under Atacama's and Rio2's respective profiles on SEDAR at www.sedar.com.

Capital Structure

Amalco Shares

The authorized capital of Amalco will consist of an unlimited number of Amalco Shares without nominal or par value. A brief summary of the characteristics of the shares is set forth below.

The holders of Amalco Shares will be entitled to receive notice of and to attend any meeting of the shareholders of Amalco and will be entitled to one vote for each Amalco Share held (except at meetings at which only the holders of another class of shares are entitled to vote). The holders of Amalco Common Shares will be entitled to receive dividends, on a pro rata basis, if, as and when declared by the Amalco Board and to participate rateably in the net assets of Amalco in the event of any dissolution, liquidation or winding-up of Amalco, whether voluntary or involuntary, or other distribution of assets of Amalco among shareholders for the purposes of winding up its affairs.

As part of the Arrangement, and assuming, that the number of Rio2 Shares and Atacama Shares outstanding does not change from the amount outstanding as at the date of this Circular, other than by the issue of 10,000,000 Rio2 Shares on conversion of the 10,000,000 Rio2 Subscription Receipts, it is expected that an aggregate of 46,465,231 Amalco Shares will be issued upon the conversion of the outstanding 69,694,362 Rio2 Shares and that 56,375,341 Amalco Shares will be issued upon the conversion of the outstanding 85,404,244 Atacama Shares, resulting in a total of 102,840,572 Amalco Shares being issued and outstanding upon completion of the Arrangement. Following the completion of the Arrangement, existing Rio2 Shareholders and Atacama Shareholders will own approximately 42.5% and 57.5%, respectively, of the outstanding Amalco Shares (on a fully-diluted in-the-money basis).

Options and Warrants

The Rio2 Options, Atacama Options and Atacama Warrants that are outstanding at the Effective Time will be exercisable for Amalco Shares following the completion of the Arrangement. The exercise price to be paid to exercise of the Rio2 Options and number of Amalco Shares issuable upon the exercise of the Rio2 Options following the Effective Time will be adjusted in accordance with the share exchange ratio provided for by the Rio2 Share Consideration. The exercise price to be paid to the exercise of the Atacama Options and Atacama Warrants and number of Amalco Shares issuable upon the exercise of the Atacama Options and Atacama Warrants to be adjusted in accordance with the share exchange ratio provided for by the Atacama Share Consideration.

If the currently outstanding 4,950,000 Rio2 Options are exercised, an additional 3,300,165 Amalco Shares will be issued. If the currently outstanding 7,030,500 Atacama Options are exercised, an additional 4,640,833 Amalco Shares will be issued. If the currently outstanding 6,413,167 Atacama Warrants are exercised, an additional 4,233,332 Amalco Shares will be issued.

Rio2 Share Awards

Amalco Shares will be issuable upon the vesting of Rio2 Share Awards following the completion of the Arrangement. The number of Amalco Shares issuable upon the vesting of the Rio2 Share Awards following the Effective Time will be adjusted in accordance with the share exchange ratio provided for by the Rio2 Share Consideration.

Amalco Incentive Plans

Subject to approval by Atacama Shareholders at the Atacama Meeting and Rio2 Shareholders at the Rio2 Meeting, Amalco will adopt the Amalco Stock Option Plan and the Amalco Share Incentive Plan in

the forms attached to this Circular as Schedule "K" and Schedule "L", respectively, which will become effective as of the Effective Date. See also "*Matters to be Acted Upon at the Meeting – New Incentive Plans*".

Dividends

There will be no restrictions on paying dividends on Amalco Shares. However, it is not anticipated that, subsequent to the Arrangement, Amalco will pay any dividends on its Amalco Shares in the near future. The Amalco Board will determine the actual timing, payment and amount of dividends, if any, that may be paid by Amalco from time to time based upon, among other things, the cash flow, results of operations and financial conditions of Amalco, the needs for funds to finance ongoing operations and other business considerations as the Amalco Board will consider relevant.

Market for Securities

It is a condition of closing that Rio2 will have obtained approval of the TSXV for the listing of the Amalco Shares to be issued pursuant to the Arrangement, subject only to the customary listing conditions of the TSXV. Rio2 has applied for and received conditional approval to list the Amalco Shares on the TSXV under the amalgamated entity's name "Rio2 Limited." and the symbol "RIO".

Selected Pro Forma Financial Information

The selected unaudited pro forma condensed consolidated financial information set forth below should be read in conjunction with the unaudited pro forma consolidated financial statements and the accompanying notes thereto attached as Appendix "S" to the Circular.

In order to give pro forma effect to the Arrangement on the historical consolidated statements of financial position and consolidated statements of comprehensive income (loss) of Atacama as at and for the three months ended December 31, 2017 and for the year ended March 31, 2017, Rio2's historical unaudited condensed interim consolidated statement of financial position and historical unaudited condensed interim consolidated statement of net income (loss) and comprehensive income (loss) as at and for the three months ended March 31, 2018 and the audited consolidated statement of financial position and audited consolidated statement of net income (loss) and comprehensive income (loss) as at and for the year ended December 31, 2017 have been adjusted to give effect to the items that would have been settled upon Arrangement had they occurred as at the date of these unaudited pro forma condensed consolidated financial statements.

In particular, for the unaudited pro forma consolidated statement of financial position (giving effect to the Arrangement as if it had occurred on March 31, 2018), the unaudited condensed interim consolidated statement of financial position of Rio2 as at March 31, 2018 and the unaudited condensed interim consolidated statement of financial position of Atacama as at December 31, 2017.

The summary unaudited pro forma condensed consolidated financial information is not intended to be indicative of the results that would actually have occurred, or the results expected in future periods, had the events reflected herein occurred on the dates indicated. Actual amounts recorded upon consummation of the Arrangement will differ from the pro forma information presented below. No attempt has been made to calculate or estimate potential synergies between Atacama and Rio2. The unaudited pro forma consolidated financial statements are presented for illustrative purposes only and are not necessarily indicative of the operating or financial results that would have occurred had the Arrangement actually occurred at the times contemplated by the notes to the unaudited *pro forma* consolidated financial statements or of the results expected in future periods.

The unaudited selected pro forma consolidated financial statement information set forth below is extracted from and should be read in conjunction with the unaudited pro forma consolidated financial statements and the accompanying notes included in Appendix "S" to this Circular.

Selected Pro Forma Statement of Financial Position Data	**As at March 31, 2018**
Total Current Assets	$10,846,796
Total Assets	$111,569,967

Selected Pro Forma Statement of Financial Position Data	As at March 31, 2018
Total Current Liabilities	$940,605
Total Liabilities	$940,605
Total Equity	$110,629,362

Selected Pro Forma Consolidated Statement Net Income (Loss) And Comprehensive Income (Loss) Data	Three Months Ended March 31, 2018
Expenses	$1,473,640
Total other income (expense)	$289,594
Net loss	$1,184,046
Other comprehensive income (loss)	$543,139
Comprehensive income (loss)	($604,907)

Selected Pro Forma Consolidated Statement Net Income (Loss) And Comprehensive Income (Loss) Data	Year Ended December 31, 2017
Expenses	$7,197,035
Total other income (expense)	$199,069
Net loss	($6,997,966)
Other comprehensive income (loss)	($5,712,804)
Comprehensive income (loss)	($12,710,770)

Pro Forma Consolidated Capitalization

The following table sets forth the consolidated capitalization of Amalco on a *pro forma* basis after giving effect to the completion of the Arrangement. There has been no material changes to the share and loan capital of Rio2 and Amalco except for the since March 31, 2018 and December 31, 2017, respectively, other than the completion of the Rio2 Financing. For detailed information on the share capitalization of Rio2 and Atacama, see Atacama's and Rio2's respective unaudited interim consolidated financial statements for the period ended March 31, 2018 and December 31, 2017, respectively, each of which are incorporated by reference into this Circular. See also Appendix "S".

Designation	Authorized	Estimated Amount Outstanding after giving effect to the Arrangement
Amalco Shares	unlimited	$115,717,375[(1)(2)(3)] (102,840,572 Amalco Shares[(1)(2)(3)])
Debt	n/a	None

Notes:

(1) On May 31, 2018, Rio2 completed the Rio2 Financing for gross proceeds of $10,000,000 by the issue of 10,000,000 Rio2 Subscription Receipts at the price of $1.00 per Subscription Receipt. See "*Rio2 Financing*" in the Circular.

(2) As at June 14, 2018, Rio2 had 4,950,000 Rio2 Options outstanding exercisable into 4,950,000 Rio2 Shares at a weighted average exercise price of $1.02 per share, and 780,000 Share Awards outstanding under its share incentive plan, which corresponds to a variable number of potentially issuable Rio2 Shares, and 10,000,000 Rio2 Subscription Receipts outstanding convertible into 10,000,000 Rio2 Shares. The estimate is based on the assumption that the Rio2 Subscription Receipts will be converted into Rio2 Shares on a one for one basis immediately prior to the Effective Time, the same number of Rio2 Options and Rio2 Share Awards will be

outstanding at the Effective Time and that 46,465,231 Amalco Shares are issued pursuant to the Arrangement on conversion of 69,694,362 Rio Shares. See "*Capital Structure*" above for a description of the treatment of the Rio2 Subscription Receipts, Rio2 Options Rio2 Share Awards under the Arrangement.

(3) As at June 14, 2018, Atacama had 85,404,244 Atacama Shares outstanding, 7,030,500 Atacama Options outstanding exercisable into 7,030,500 Atacama Shares, and 6,413,167 Atacama Warrants units outstanding exercisable into 6,413,167 Atacama Shares. The estimate is based on the assumption that these securities will be outstanding at the Effective Time and that 56,375,341 Amalco Shares are issued pursuant to the Arrangement on conversion of 85,404,244 Atacama Shares. See "*Capital Structure*" above for a description of the treatment of the Atacama Options and Atacama Warrants under the Arrangement.

Amalco Incentive Plans`

Subject to approval by Atacama Shareholders at the Atacama Meeting and Rio2 Shareholders at the Rio2 Meeting, Amalco will adopt the Amalco Stock Option Plan and the Amalco Share Incentive Plan in the forms attached to this Circular as Appendix "K" and Appendix "L", respectively, which will become effective as of the Effective Date. See also "*Matters to be Acted Upon at the Meeting – New Incentive Plans*". The number of Amalco Options and Amalco Share Awards to be granted to any directors, officer, employees or consultants of Amalco will be determined by the Amalco Board after completion of the Arrangement.

Prior Sales

Amalco has not issued any securities during the 12-month period preceding the date of this Circular.

See "*Information Concerning Rio2 – Prior Sales*" for the distributions of Rio2 Shares, Rio2 Options and Rio2 Subscription Receipts during the last 12 months of the date hereof, and see "*Information of Atacama – Prior Sales*" for the distributions of Atacama Shares, Atacama Options and Atacama Warrants during the last 12 months of the date hereof.

Trading Price and Volume

As at the date hereof, the Amalco Shares are not listed on any stock exchange. It is a condition of closing that Atacama will have obtained approval of one of the Exchanges for the listing of the Amalco Shares to be issued pursuant to the Arrangement, subject only to the customary listing conditions of the Exchange. Atacama has applied for and received conditional approval to list the Amalco Shares on the TSXV under the amalgamated entity's name "Rio2 Limited" and the symbol "RIO".

See "*Information Concerning Atacama – Trading Price and Volume*" and "*Information Concerning Rio2 – Trading Price and Volume*" for the tables setting forth the price range (high and low) of the Atacama Shares and the Rio2 Shares and volume traded on the TSXV for the periods indicated.

Escrowed Securities

No securities of Amalco are anticipated to be held in escrow following the Effective Time.

Principal Holders of Amalco Shares

After giving effect to the Arrangement, to the knowledge of the directors and officers of Atacama and Rio2, other than as set out below, no person will own, directly or indirectly, or exercise control or direction over Amalco Shares carrying more than 10% of the votes attached to all of the issued and outstanding Amalco Shares.

Name	Number of Amalco Shares	Percentage of Outstanding Amalco Shares[(1)]
Alex Black	14,414,721	14.0%
Albrecht Schneider	11,529,009	11.2%

Note:

(1) Assumes 102,840,572 Amalco Shares are issued and outstanding.

Promoters

There is no individual or company that is, or has been within the two years immediately preceding the date of this Circular, a promoter of Atacama or Rio2 or any of their respective subsidiaries.

Legal Proceedings and Regulatory Actions

There are no legal proceedings or regulatory actions involving Atacama or Rio2 or its properties as at the date of this Circular, and neither Atacama nor Rio2 knows of any such proceedings or actions currently contemplated.

Interest of Management and Others in Material Transactions

Other than as disclosed elsewhere in this Circular (including the documents incorporated by reference herein and the appendices hereto), informed persons (as such term is defined in NI 51-102) of Amalco, the proposed directors and officers of Amalco (as set out in this Circular) and associates and affiliates of any such persons did not have an interest, direct or indirect, in any transactions or proposed transactions of Amalco, which would materially affect Amalco, or any of its subsidiaries.

Auditors, Transfer Agent and Registrar

Auditors

The independent auditor of Amalco will be Grant Thornton LLP, Vancouver, British Columbia.

Transfer Agent and Registrar

Computershare Trust Company of Canada, at its Vancouver office located at 200, 510 Burrard Street, Vancouver, BC, V6C 3B9, shall be the transfer agent and registrar of the Amalco Shares.

Material Contracts

The Arrangement Agreement, the Underwriting Agreement and the Subscription Receipt Agreement will be the only material contracts of Rio2 and Atacama which were entered into on or before the date of the Circular and which are still in effect as of the date hereof. See "*The Arrangement*" in the Circular for a description of the Arrangement Agreement. See "*The Rio2 Financing*" in the Circular for a description of the Underwriting Agreement and the Subscription Receipt Agreement.

Each of the Arrangement Agreement, the Underwriting Agreement and the subscription receipt indenture described above are available for review on Rio2's profile on SEDAR at www.sedar.com. Alternatively, they may each be inspected during normal business hours at Rio2's registered office in Toronto, Ontario.

Risk Factors Relating to Amalco

There are a number of risks that may have a material and adverse impact on the future operating and financial performance of Amalco and could cause Amalco's operating and financial performance to differ materially from the estimates described in forward-looking statements related to Amalco. These include widespread risks associated with any form of business and specific risks associated with Amalco's business and its involvement in the mineral exploration and development industry. An investment in the Amalco Shares, as well as Amalco's prospects, is highly speculative due to the high-risk nature of its business and the present stage of its operations. Holders of Amalco Shares may lose their entire investment. The risks described below are not the only risks and uncertainties that Amalco faces. Additional risks not currently known to Amalco, or that Amalco currently deems immaterial, may also impair Amalco's business or operations. If any of the following risks actually occur, Amalco's business, financial condition, assets, operating results and prospects could be adversely affected.

The Business of Amalco Will Be Subject to the Risks Currently Affecting the Businesses of Rio2 and Atacama

For a discussion of the businesses of Rio2 and Atacama, together with factors to consider in connection with those businesses, please see the Rio2 AIF and the Atacama AIF incorporated by reference into this Circular.

The Integration of Rio2 and Atacama may not Occur as Planned

The ability to realize the benefits of the Arrangement, including, among other things, those set forth in this Circular under the headings "*The Arrangement – Reasons for the Recommendation of the Special Committee*" and "*The Arrangement – Reasons for the Recommendation of the Rio2 Board* ", will depend in part on successfully consolidating functions and integrating operations, procedures and personnel in a timely and efficient manner. This integration will require the dedication of substantial management effort, time and resources which may divert management's focus and resources from other strategic opportunities following completion of the Arrangement and from operational matters during this process. The integration process may result in the loss of key employees and the disruption of ongoing business and employee relationships that may adversely affect the ability of Amalco to achieve the anticipated benefits of the Arrangement.

Possible Failure to Realize Anticipated Benefits of the Arrangement

A variety of factors, including those risk factors set forth in this Circular and the documents incorporated by reference herein, may adversely affect Amalco's ability to achieve the anticipated benefits of the Arrangement. A failure to realize the anticipated benefits of the Arrangement could have a material adverse effect on Amalco's business and operations.

Volatility of Market Price of Amalco Shares

The market price of the Amalco Shares may be volatile. The volatility may affect the ability of shareholders to sell the Amalco Shares at an advantageous price. Market price fluctuations in the Amalco Shares may be due to the unavailability of financing on acceptable terms, Amalco's operating results failing to meet the expectations, downward revisions in securities analysts' estimates, governmental regulatory action, adverse change in general market conditions or economic trends, acquisitions, dispositions or other material public announcements by Amalco or its competitors, along with a variety of additional factors, including, without limitation, those set forth under the heading "*Cautionary Statement Regarding Forward-Looking Statements* " in the Circular. In addition, the market price for securities in the stock markets, including the TSXV, has experienced significant price and trading fluctuations in recent years. These fluctuations have resulted in volatility in the market prices of securities that often has been unrelated or disproportionate to changes in operating performance. These broad market fluctuations may adversely affect the market price of the Amalco Shares.

Amalco May not Realize the Benefits of its Growth Projects

As part of its strategy, Amalco will continue efforts to develop the Cerro Maricunga Gold Project. A number of risks and uncertainties are associated with the exploration and development of this type of project, including political, regulatory, design, construction, labour, operating, technical and technological risks, uncertainties relating to capital and other costs and financing risks.

It is likely that actual results for Amalco business will differ from its current estimates and assumptions, and these differences may be material. In addition, experience from actual mining or processing operations in the future may identify new or unexpected conditions which could reduce production below, and increase capital and/or operating costs, above current estimates. If actual results are less favourable than current estimates, Amalco's business, results of operations, financial condition and liquidity could be adversely impacted.

Title to Property Interests May Be Unreliable

No assurances can be given that title defects to the Cerro Maricunga Gold Project or the properties in which Amalco will have an interest do not exist. These properties may be subject to prior unregistered agreements, interests or other land claims and title may be affected by undetected defects. If title defects do exist, it is possible that Amalco may lose all or a portion of its right, title, or interest in and to the properties to which the title defect relates. Title to mineral interests in some jurisdictions cannot be determined, without incurring substantial expense. In accordance with industry practice, Rio2 has conducted such title reviews in connection with its properties as Rio2 believes are commensurate with the value of such properties.

Mineral Reserve and Mineral Resource Figures Are only Estimates and Are Subject to Revision Based on Developing Information

Information pertaining to the Cerro Maricunga Gold Project's mineral reserves and mineral resources presented in this Circular are estimates and no assurances can be given as to their accuracy. Such estimates are, in large part, based on interpretations of geological data obtained from drill holes and other sampling techniques. Actual mineralization or formations may be different from those predicted. Mineral reserve and mineral resource estimates are materially dependent on the prevailing price of minerals, including gold, and the cost of recovering and processing minerals at the individual mine site. Market fluctuations in the price of commodities, including gold, or increases in recovery costs, as well as short-term operating factors, may cause future mining operations to be unprofitable in any particular accounting period. The estimates of mineral reserves and mineral resources are based on accepted engineering and evaluation principles. The estimated amount of contained minerals in proven and probable mineral reserves does not necessarily represent an estimate of a fair market value of the evaluated properties.

Key Persons

The success of Amalco will be largely dependent on the performance of its board of directors and its senior management. The loss of the services of these key persons will have a materially adverse effect on Amalco's business and prospects. There is no assurance Amalco can maintain the services of its board of directors and management or other qualified personnel required to operate its business. Failure to do so could have a material adverse effect on Amalco and its prospects.

Amalco's Operations Will Be Dependent on Financings and Revenues

The continued operation of Amalco will be dependent upon its ability to procure additional financing and to generate operating revenues in the future. There can be no assurance that any such revenues can be generated or that other financing can be obtained. If Amalco is unable to generate such or obtain such financing or such revenues, any investment in the Amalco Shares may be materially diminished in value or lost.

Following the Arrangement, the Trading Price of the Amalco Common Shares May Be Volatile

The trading prices of the Atacama Shares and Rio2 Shares have been and may continue to be subject to, and, following completion of the Arrangement, the Amalco Shares may be subject to, material fluctuations and may increase or decrease in response to a number of events and factors.

Potential Payments to Rio2 Shareholders and/or Atacama Shareholders who Exercise Dissent Rights Could Have an Adverse Effect on Amalco's Financial Condition.

Both Rio2 Shareholders and Atacama Shareholders have the right to exercise Dissent Rights and demand payment equal to the fair value of their respective Rio2 Shares or Atacama Shares in cash. If Dissent Rights are exercised in respect of a significant number of Atacama Shares and/or Rio2 Shares, a substantial cash payment may be required to be made to such shareholders, which could have an adverse effect on Amalco's financial condition and cash resources.

The Unaudited Pro Forma Consolidated Financial Statements of Amalco are Presented for Illustrative Purposes Only and may not be an Indication of Amalco's Financial Conditions or Results of Operations Following the Arrangement.

The Amalco unaudited *pro forma* consolidated financial statements contained in this Circular are presented for illustrative purposes only as of their respective dates and may not be an indication of the financial condition or results of operations of Amalco following the Arrangement for several reasons. For example, the unaudited *pro forma* condensed consolidated financial statements have been derived from the respective historical financial statements of Atacama and Rio2, and certain adjustments and assumptions made as of the dates indicated therein have been made to give effect to the Arrangement and the other respective relevant transactions. The information upon which these adjustments and assumptions have been made is preliminary and these kinds of adjustments and assumptions are difficult to make with complete accuracy. See "*Cautionary Statement Regarding Forward-Looking Statements*" in the Circular. Moreover, the unaudited *pro forma* consolidated financial statements do not reflect all costs expected to be incurred by Amalco in connection with the Arrangement. For example, the impact of any

incremental costs incurred in integrating Rio2 and Atacama is not reflected in unaudited *pro forma* consolidated financial statements See "*Information Concerning Amalco – Selected Pro Forma Financial Information*" and the Amalco Unaudited Pro Forma Consolidated Financial Statements attached as Appendix "S" to this Circular.

APPENDIX "S"
AMALCO UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

Please see attached.

RIO2 LIMITED

UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION
(Expressed in Canadian dollars)

As at	Rio2 Limited March 31 2018	Atacama Pacific Gold Corporation December 31 2017	Note	Pro Forma Adjustments	Pro Forma Consolidated March 31 2018
Assets					
Current					
Cash and cash equivalents	2,880,548	2,257,387	3(a)	(6,245,000)	**8,648,375**
			3(f)	10,000,000	
			3(f)	(696,435)	
			3(e)	451,875	
Accounts receivable	-	109,146		-	**109,146**
Prepaid expenses	1,800,000	49,309		-	**1,849,309**
Input tax recoverable	157,538	-		-	**157,538**
Interest receivable	29,243	-		-	**29,243**
Prepaid expenses	52,185	-		-	**52,185**
Total Current Assets	4,919,514	2,415,842		3,510,440	**10,845,796**
Input tax recoverable	-	10,117,324		-	**10,117,324**
Due from related parties	-	171,140		-	**171,140**
Property and equipment	6,010	-		-	**6,010**
Exploration and evaluation assets	13,901	87,577,384	3(b)	2,838,412	**90,429,697**
Total Assets	**4,939,425**	**100,281,690**		**6,348,852**	**111,569,967**
Liabilities					
Current					
Accounts payable and accrued liabilities	243,061	146,322		-	**389,383**
Due to related parties	-	551,222		-	**551,222**
Total Current Liabilities	243,061	697,544		-	**940,605**
Deferred tax liability	-	4,986,875	3(d)	(4,986,875)	**-**
Total Liabilities	**243,061**	**5,684,419**		**(4,986,875)**	**940,605**
Equity					
Share capital	22,064,823	90,033,389	3(c)	(90,033,389)	**115,623,958**
			3(c)	(451,875)	
			3(e)	451,875	
			3(f)	10,000,000	
			3(f)	(696,435)	
			2	84,255,570	
Reserves	3,171,741	17,995,240	3(c)	(17,995,240)	**15,545,604**
			2	9,019,519	
			2	3,354,344	
Retained earnings (deficit)	(20,540,201)	(13,431,358)	3(c)	13,431,358	**(20,540,201)**
Total Equity	4,696,363	94,597,271		11,335,727	**110,629,362**
Total Liabilities and Equity	**4,933,425**	**100,281,690**		**6,348,852**	**111,569,967**

RIO2 LIMITED

UNAUDITED PRO FORMA CONSOLIDATED STATEMENT NET INCOME (LOSS) AND COMPREHENSIVE INCOME (LOSS)
(Expressed in Canadian dollars)

For the year ended	Rio2 Limited December 31 2017	Atacama Pacific Gold Corporation December 31 2017	Note	Pro Forma Adjustments	Pro Forma Consolidated December 31 2017
Expenses					
Stock based compensation	1,910,215	474,630		-	2,384,845
Employment costs	1,191,907	433,763		-	1,625,670
Exploration costs	1,514,557	-		-	1,514,557
Legal and accounting	569,374	256,222		-	825,596
Travel expense	318,742	24,607		-	343,349
Office and administrative	112,997	136,448		-	249,445
Filing and transfer agent fees	74,762	36,877		-	111,639
Consulting fees	-	91,445		-	91,445
Investor relations	22,518	-		-	22,518
Meals and entertainment	21,357	-		-	21,357
Amortization	662	5,952		-	6,614
Total expenses	**5,737,091**	**1,459,944**		**-**	**7,197,035**
Other income (expense)					
Interest income (expense)	62,652	6,881		-	69,533
Foreign exchange gain (loss)	(1,366)	130,902		-	129,536
Total other income (expense)	**61,286**	**137,783**		**-**	**199,069**
Income (loss) before income taxes	**(5,675,805)**	**(1,322,161)**		**-**	**(6,997,966)**
Deferred tax expense (recovery)	-	(397,677)	3(d)	397,677	-
Net loss	**(5,675,805)**	**(924,484)**		**(397,677)**	**(6,997,966)**
Other comprehensive income (loss)					
Foreign currency translation	-	(5,712,804)		-	(5,712,804)
Comprehensive income (loss) for the year	**(5,675,805)**	**(6,637,288)**		**(397,677)**	**(12,710,770)**

RIO2 LIMITED

UNAUDITED PRO FORMA CONSOLIDATED STATEMENT NET INCOME (LOSS) AND COMPREHENSIVE INCOME (LOSS)
(Expressed in Canadian dollars)

For the three months ended	Rio2 Limited March 31 2018	Atacama Pacific Gold Corporation December 31 2017	Note	Pro Forma Adjustments	Pro Forma Consolidated March 31 2018
Expenses					
Employment costs	437,088	121,543		-	558,631
Stock based compensation	547,374	-		-	547,374
Legal and accounting	35,924	78,361		-	114,285
Office and administrative	60,026	39,543		-	99,569
Exploration costs	64,450	-		-	64,450
Consulting fees	-	26,135		-	26,135
Filing and transfer agent fees	15,402	8,599		-	24,001
Travel expense	20,648	2,283		-	22,931
Investor relations	14,250	-		-	14,250
Meals and entertainment	1,484	-		-	1,484
Amortization	530	-		-	530
Total expenses	**1,197,176**	**276,464**		**-**	**1,473,640**
Other income (expense)					
Interest income (expense)	-	439		-	439
Foreign exchange gain (loss)	18,530	270,625		-	289,155
Total other income (expense)	**18,530**	**271,064**		**-**	**289,594**
Income (loss) before income taxes	**(1,178,646)**	**(5,400)**		**-**	**(1,184,046)**
Deferred tax (expense) recovery	-	-		-	-
Net loss	**(1,178,646)**	**(5,400)**		**-**	**(1,184,046)**
Other comprehensive income (loss)					
Foreign currency translation	-	(543,139)		-	(543,139)
Comprehensive income (loss) for the period	**(1,178,646)**	**537,739**		**-**	**(640,907)**

1. Basis of presentation

On May 14, 2018 Rio2 Limited ("Rio2") and Atacama Pacific Gold Corporation ("Atacama") announced that they have entered into a definitive arrangement agreement (the "Agreement") to combine their respective businesses by way of a court-approved Plan of Arrangement (the "Transaction"). Under the terms of the Agreement, each Atacama shareholder will receive 0.6601 common shares of the combined company for each Atacama common share held and each Rio2 shareholder will receive 0.6667 common shares of the combined company for each Rio2 common share held.

Upon completion of the Transaction and the Rio2 financing as described in note 3(f), the combined company will have approximately 103 million basic common shares outstanding. Approximately 43% of the fully-diluted in-the-money common shares of the combined entity will be held by former Rio2 shareholders and 57% held by former Atacama shareholders.

The combined company will continue to operate under the name Rio2 Limited and will be managed by Rio2's existing executive team led by Alex Black as President and Chief Executive Officer.

These unaudited pro forma consolidated financial statements have been prepared to give effect to the proposed transaction with Atacama on the basis that each shareholder of Atacama will receive shares of common stock of Rio2 in exchange for their Atacama common shares. These unaudited pro forma consolidated financial statements reflect the acquisition of 100 per cent of the Atacama common Shares.

The unaudited pro forma consolidated financial statements have been prepared from information derived from, and should be read in conjunction with, the following historical financial information which was prepared in accordance with International Financial Reporting Standards ("IFRS"):

a. For the unaudited pro forma consolidated statement of financial position (giving effect to the Transaction as if it had occurred on March 31, 2018):

   i. the unaudited condensed interim consolidated statement of financial position of Rio2 as at March 31, 2018;

   ii. the unaudited condensed interim consolidated statement of financial position of Atacama as at December 31, 2017;

b. For the unaudited twelve-month pro forma consolidated statement of income (loss) and comprehensive income (loss) (giving effect to the Transaction as if it had occurred on January 1, 2017):

   i. the audited consolidated statement of net income and comprehensive income of Rio2 for the year ended December 31, 2017;

   ii. the audited consolidated statement of operations and comprehensive loss of Atacama for the year ended March 31, 2017 adjusted to include the nine months ended December 31, 2017 and exclude the nine months ended December 31, 2016 (as presented in the respective unaudited condensed consolidated interim statements of operations and comprehensive income (loss) for the nine months ended December 31, 2017 and 2016);

c. For the unaudited three-month pro forma consolidated statement of income (loss) and comprehensive income (loss) (giving effect to the Transaction as if it had occurred on January 1, 2018):

   i. the unaudited condensed consolidated interim statement of income and comprehensive income of Rio2 for the three months ended March 31, 2018;

   ii. the unaudited condensed consolidated interim statement of comprehensive income (loss) of Atacama for the three months ended December 31, 2017.

These unaudited pro forma consolidated financial statements have been compiled using the significant accounting policies as set out in the audited consolidated financial statements of Rio2 for the year ended December 31, 2017 which are incorporated by reference into this document. Management of Rio2 has reclassified certain line items from Atacama financial statements in an attempt to conform to the presentation of Rio2's financial statements. It is management's opinion that these unaudited pro forma consolidated financial statements include all adjustments necessary for the fair presentation of the transactions described in Note 2 in accordance with IFRS, as issued by the International Accounting Standards Board ("IASB").

(Expressed in Canadian dollars)

1. Basis of presentation - continued

These unaudited pro forma consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto of Rio2 described above. These unaudited pro forma consolidated financial statements are not intended to reflect the results of operations or the financial position of Rio2 which would have actually resulted had the proposed transactions been effected on the dates indicated. Further, the unaudited pro forma financial information is not necessarily indicative of the results of operations that may be obtained in the future. The pro forma adjustments and allocations of the purchase price for Atacama are based in part on estimates of the fair value of the assets acquired and liabilities assumed. The final purchase price allocation will be completed after asset and liability valuations are finalized. The final valuation will be based on the actual net tangible and intangible assets of Atacama that exist as of the date of the completion of the acquisition.

2. Transaction

The Transaction will be treated for accounting purposes as an asset acquisition. In consideration for the acquisition of Atacama, Rio2 will issue 0.6601 shares of Rio2 common stock for each outstanding common share of Atacama totaling approximately 56.2 million common shares to shareholders of Atacama, representing approximately $84.3 million total value based on the May 31, 2018 financing subscription price of $1.00 (note 3(f)) per common share adjusted for the 0.6667 exchange ratio of Rio2 shares. The final acquisition price will be based on the quoted market price and the actual number of Atacama issued and outstanding shares, options, and warrants outstanding on the actual date of closing.

Each Atacama warrant or stock option which gives the holder the right to acquire shares in the common stock of Atacama when presented for execution will be exchanged for a warrant or stock option which will give the holder the right to acquire shares in the common stock of Rio2 on the same basis as the exchange of Atacama common shares for Rio2 common shares. These options and warrants have been included in the purchase consideration at their fair value of approximately $9.0 million and $3.4 million, respectively, based on the Black-Scholes pricing model.

For the purpose of determining the value of the purchase consideration, the total number of outstanding common shares, options, and warrants have been derived from the latest published financial statements of Atacama as at December 31, 2017 and adjusted for any assumed exercises and expiries (note 3(e)). The value of the purchase consideration for accounting purposes will differ from the amount assumed in the unaudited pro forma consolidated financial statement information for changes in the number of outstanding common shares, options and warrants as of the transaction closing date.

The fair value of the net assets of Atacama to be acquired will ultimately be determined during the third quarter of 2018. Therefore, it is likely that the fair values of assets and liabilities acquired will vary from those shown below and the differences may be material. The preliminary acquisition cost has been allocated as follows:

Fair value of 56,170,380 common shares issued	$ 84,255,570
Fair value of 4,680,770 stock options issued	9,019,519
Fair value of 4,145,685 share purchase warrants issued	3,354,344
Transaction costs (note 3(a))	6,245,000
Total purchase price	**$ 102,874,433**
Cash and cash equivalents	$ 2,709,262
Accounts receivable	109,146
Prepaid expenses	49,309
Value added taxes receivable	10,117,324
Due from related parties	171,140
Exploration and evaluation assets	90,415,796
Accounts payable and accrued liabilities	(146,322)
Due to related parties	(551,222)
Net assets acquired	**$ 102,874,433**

(Expressed in Canadian dollars)

3. Pro forma assumptions and adjustments

These unaudited pro forma consolidated financial statements incorporate the following pro forma assumptions:

(a) Acquisition costs of $6,245,000 have been allocated to the acquired assets and liabilities on a pro forma basis as described in Note 2.

(b) The excess of the purchase consideration over carrying values of Atacama's net assets, excluding Atacama's exploration and evaluation assets, has been assigned as the value of the acquired exploration and evaluation assets.

(c) Equity balances of Atacama are eliminated.

(d) Deferred tax liability of Atacama is not recognized due to initial recognition exemption.

(e) 1,195,056 Atacama warrants are assumed to be exercised for total proceeds of $451,875 and 3,362,500 Atacama warrants are assumed to expire.

(f) Rio2 closed a financing for 10,000,000 common shares at $1.00 per share on May 31, 2018. A $600,000 commission and other related financing costs totaling $96,435 will be netted against the proceeds or paid in cash.

(g) To give effect to the 0.6667 exchange ratio for Rio2 shareholders, the issued and outstanding common shares of Rio2 are assumed to be consolidated by 0.6667 for every one (1) common share outstanding.

4. Pro forma share capital

Pro forma share capital as at March 31, 2018 has been determined as follows:

	Number of Shares	**Value**
Common shares of Rio issued and outstanding as at March 31, 2018	59,694,362	$22,064,823
May 31, 2018 financing	10,000,000	10,000,000
Financing costs	-	(696,435)
Effect of exchange ratio on Rio2 common shares (note 3(g))	(23,229,131)	-
Common shares of Atacama issued and outstanding as at December 31, 2017	83,898,688	90,033,389
Assumed option exercise	1,195,056	451,875
Effect of exchange ratio on Atacama common shares	(28,923,364)	-
Adjustment for transaction	-	(90,485,264)
Fair value of common shares issued to acquire Atacama	-	84,255,570
Pro forma share capital	**102,635,611**	**$115,623,958**

5. Pro forma loss per share

Basic and diluted	**Year ended December 31 2017**	**3 months ended March 31 2018**
Adjusted weighted average number of Rio2 common shares outstanding	46,465,231	46,465,231
Assumed number of Rio2 common shares issued for Atacama common shares	56,170,380	56,170,380
Pro forma weighted average number of shares outstanding	102,635,611	102,635,611
Pro forma net income (loss)	$(6,997,966)	$ (1,184,046)
Basic and diluted loss per share	**$ (0.07)**	**$(0.01)**

The effect of outstanding options and warrants is anti-dilutive and have been excluded from the calculation of diluted loss per share.