LIMITED PARTNERHIP AGREEMENT

THIS AGREEMENT is effective as of the 24th day of September 2020

AMONG:

LAS ARENAS CUERA HOLDINGS CORP., a corporation under the laws of the Republic of Panama
(hereinafter referred to as the "**General Partner**")

- and -

ENRIQUE ALEJANDRO CABO OSMER, an individual resident in the Republic of Chile (hereinafter referred to as "**Enrique**" or the "**Limited Partner**")

WHEREAS the General Partner and the Limited Partner (collectively, the "**Partners**") have agreed to form a Limited Partnership (the "**Partnership**"), for the purpose of profit, under the **Limited Partnerships Act (Ontario)** (the "**Act**") by filing a declaration under the Act on the date hereof; and

WHEREAS in order to set forth the ongoing arrangements regarding the Partnership and the relationship between the Partners and their respective rights and duties in the Partnership, it is considered necessary and advisable to enter into this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Partners agree as follows:

1. Business of the Partnership

The Partnership will be formed by the filing of a Limited Partnership declaration pursuant to the Act to carry on the business of holding investments outside of Canada.

2. Name

The name of the Partnership will be **Astures Limited Partnership**.

3. Limited Liability

Subject to the Act, and any specific assumption of liability, the liability of each Limited Partner for the debts, liabilities and obligations of the Partnership is limited to the amount of its capital commitment plus its pro rata share of the undistributed income of the Partnership. A Limited Partner shall have no further personal liability for such debts, liabilities and obligations and, subject to any amendments to this Agreement made in accordance with Section 11, after making the full amount of its capital commitment to the Partnership, it shall not be subject to, nor be liable for, any further calls or assessments or further contributions to the Partnership.

4. Principal Place of Business in Ontario

The registered office of the Partnership in Ontario will be at **287 MacPherson Ave, Suite 101, Toronto, ON M4V 1A4**, and the books and records of the Partnership must be kept at that location. The Partnership hereby appoints Brooks Business Lawyers as its true and lawful attorney and agent, to receive and transmit information on behalf of the Partnership as may be required pursuant to the Act, from time to time, and until such power is otherwise revoked by the Partnership in writing, in its absolute discretion.

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5. Management

(1) Subject to the provisions of the Act and any delegation of its powers properly authorized hereunder, the business and affairs of the Partnership will be managed by the General Partner acting honestly, in good faith and in the best interest of the Partnership and for further clarity the General Partner shall be authorized to appoint, from time to time, any one or more investment advisors, investment managers or any other party, including but not limited to those parties located outside of Canada, to perform any tasks and functions on its behalf and on behalf of the Partnership. Without limiting the generality of the foregoing, the General Partner will have the power and authority to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement or document necessary for or incidental to carrying on the business of the Partnership.

(2) Unless otherwise expressly permitted by the General Partner or otherwise required by applicable law:

(a) the business of the Partnership shall be managed and conducted outside of Canada; and

(b) all decisions of the Partnership, including all meetings of the Partners, shall take place outside of Canada.

(3) The Limited Partner must not, in their capacity as such:

(a) take part in the management, operation or control of the business of the Partnership;

(b) execute any document that binds or purports to bind the Partnership or the General Partner;

(c) purport to have the power or authority to bind the Partnership or the General Partner;

(d) undertake any obligation or responsibility on behalf of the Partnership; or

(e) compel a sale or partition, judicial or otherwise, of any property of the Partnership or otherwise require any assets of the Partnership to be distributed.

(4) The General Partner must not, without the prior written consent of all of the Limited Partner, sell all or any substantial part of the assets of or dissolve the Partnership.

(5) The Partnership must reimburse the General Partner for costs, charges and expenses actually incurred by the General Partner in the performance of its duties hereunder, including costs, charges and expenses directly incurred for the benefit of the Partnership.

6. Term

The Partnership will commence on the filing of the Limited Partnership declaration referred to above and will continue, unless otherwise terminated in accordance with this Agreement, until dissolved by the written agreement of the General Partner and the Limited Partner. For greater certainty, the admission, resignation, withdrawal or dissolution of any Partner will not dissolve the Partnership.

7. Financial Year

The financial year end of the Partnership will be on **December 31st** in each year.

8. Capital Contributions

(1) The General Partner shall initially contribute $1 of capital to the Partnership.

(2) Enrique shall initially contribute $12,000 of capital to the Partnership.

(4) The Partners may contribute such additional capital in money, property or services as the General Partner and the Limited Partner may agree to from time to time, acting reasonably.

9. Distributions

Subject to the terms hereof, the distributable cash of the Partnership must be allocated and distributed within 90 days after the end of each financial year of the Partnership between the Partners as follows:

General Partner – **0.01%**
Limited Partner – **99.99%**

The General Partner shall allocate and distribute their portion of the distributable cash of the Partnership to the Limited Partner in proportion to their respective capital contributions or other business contributions or in such other proportions as the Limited Partner and the General Partner may mutually agree upon from time to time, acting reasonably.

10. Allocation of Income and Loss

Subject to the terms hereof, all net income and net loss of the Partnership calculated in accordance with the provisions of the *Income Tax Act* (Canada) must be shared between the Partners as follows:

General Partner – **0.01%**
Limited Partner – **99.99%**

The General Partner shall allocate the portion of the net income and net loss of the Partnership to the Limited Partner in proportion to their respective capital contributions or other business contributions or in such other proportions as the Limited Partner and the General Partner may mutually agree upon from time to time, acting reasonably.

11. Amendment of Agreement

(1) This Agreement may only be amended on the initiative of the General Partner and with the prior written consent of each Limited Partner. Notwithstanding the foregoing, the General Partner may, without prior notice to or consent from any Limited Partner, amend any provision of this Agreement from time to time in respect of the following:

(a) for the purpose of adding to this Agreement any further covenants, restrictions or provisions which are necessary for the protection or benefit of the Limited Partner;

(b) to cure any ambiguity or to correct or supplement any provisions contained herein which may be defective or inconsistent with any other provisions contained herein provided that such cure, correction or supplemental provision does not and will not adversely affect the pecuniary interests of the Limited Partner;

(c) to make such other provisions in regard to matters or questions arising under this Agreement which do not and will not adversely affect the pecuniary interests of the Limited Partner;

(d) to add to the duties or obligations of the General Partner;

(e) to admit one or more additional Limited Partner or substituted Limited Partner, or withdraw one or more Limited Partner, in accordance with the terms of this Agreement; or

(f) to reflect any change in the amount of the capital commitment of any Partner in accordance with the terms of this Agreement.

Each Limited Partner will be notified of full details of any such amendment to this Agreement within 30 days of the effective date of the amendment.

(2) This Agreement may not be amended without the prior written consent of the Partners:

(a) in such a way as to cause the Partnership to cease to be a Limited Partnership;

(b) to increase the capital commitment required of any Partner, convert a Limited Partner's partnership interest into a General Partner partnership interest, modify the limited liability of a Limited Partner; or increase the liabilities or responsibilities of, or (except for dilution resulting from the admission of additional Limited Partner as otherwise permitted under this Agreement) diminish the rights or protections of, any Partner under this Agreement, in each case, without the consent of each such affected Partner; and provided, further, that no amendment, which would increase the capital commitment of any Partner, may be adopted unless all of the Partners are offered the opportunity to increase their capital commitments on a pro rata basis;

(c) to alter the interest of any Partner in income, gains and losses without the written consent of each Partner adversely affected by such amendment or modification (except in connection with the admission of additional Limited Partner as otherwise permitted under this Agreement); or

(d) to alter this subsection without the written consent of all of the Partners adversely affected.

12. Power of Attorney

To the extent permitted by applicable law, each Limited Partner hereby irrevocably nominates, constitutes and appoints the General Partner (and any person appointed to replace the General Partner), with the full power of substitution, to act as its true and lawful attorney and agent with full power and authority in its name, place and stead to make, execute, swear to, acknowledge, deliver, record and file, as and where required any and all of the following:

(a) this Agreement, all declarations, declarations of change and other instruments necessary to form, qualify or continue the Partnership as a Limited Partnership in Ontario;

(b) all instruments and declarations necessary to reflect any amendment to this Agreement;

(c) all conveyances and other instruments necessary to effect the dissolution and termination of the Partnership including cancellation of any Declarations and further including the signing of any election under the Income Tax Act (Canada) and any analogous provincial legislation;

(d) any documents necessary to be filed with any governmental body or authority in connection with the activities, property, assets and undertakings of the Partnership;

(e) any transfer forms and such other documents on behalf of and in the name of any Limited Partner as may be necessary to effect the sale or transfer of its partnership interest; and

(f) such other documents on behalf of and in the name of the Limited Partner or in the name of the Partnership as may be deemed necessary or desirable by the General Partner to give effect to the provisions of this Agreement.

The power of attorney granted herein is irrevocable and is a power coupled with an interest and will survive the death, disability or dissolution, as the case may be, of a Limited Partner and extends to the successors and assigns of the Limited Partner and may be exercised by the General Partner during any subsequent legal incapacity on the part of a Limited Partner and may be exercised by the General Partner on behalf of each Limited Partner by listing all the Limited Partner executing any instrument with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by any representations and actions made or taken by the General Partner in good faith pursuant to such power of attorney and waives any and all defenses which may be available to contest, negate or disaffirm the action of the General Partner so taken in good faith under the power of attorney.

13. Dissolution and Termination

The Partnership shall be dissolved upon the happening of any of the following events:

(a) the expiration of its term;

(b) upon the failure of the Limited Partner to elect to reconstitute and continue the Partnership in the event of the withdrawal, removal or incapacitation of the General Partner;

(c) at any time upon a decision by the General Partner to liquidate the Partnership's property and wind up the affairs of the Partnership in accordance with the provisions of Section 14; and

(d) the occurrence of any event requiring dissolution of the Partnership under the Act.

Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the Partnership has been cancelled and the assets of the Partnership have been distributed as provided in Section 14.

14. Liquidation

(1) Upon dissolution of the Partnership, the General Partner or, if there is none and the Partners elect by ordinary resolution, its substitute, shall wind up the affairs of the Partnership and proceed within a reasonable period of time to sell or otherwise liquidate the Partnership's property and, after paying or making due provision by the setting up of sufficient reserves for all liabilities to creditors of the Partnership, to distribute the assets among the Partners in accordance with the provisions for the making of distributions herein set out. Notwithstanding the foregoing, in the event that the General Partner or its substitute shall, in its absolute discretion, determine that a sale or other disposition of part or all of the Partnership's property would cause undue loss to the Limited Partner or otherwise be impractical, the General Partner or the substitute may either defer liquidation of, and withhold from distribution for a reasonable time, any such property of the Partnership or distribute part or all of such property in kind to the Partners.

(2) No Partner shall be liable for the return of the capital contributions of other Partners.

(3) Upon liquidation, all of the assets of the Partnership, or the proceeds therefrom, shall be distributed or used as follows and in the following order of priority:

(a) for the payment of the debts and liabilities of the Partnership and the expenses of liquidation;

(b) to pay to the General Partner the amount of any costs, expenses and unpaid fees, which the General Partner is entitled to receive from the Partnership;

(c) to the setting up of any reserves which the General Partner or the substitute may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership; and

(d) to the Partners in accordance with their entitlements herein prescribed.

15. Cancellation of Limited Partnership

When the General Partner or its substitute has complied with the foregoing, the General Partner or such substitute shall execute, acknowledge and cause to be filed an instrument evidencing the cancellation of the Partnership.

16. Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the Partners hereto.

17. Further Assurances

The Partners shall in good faith use commercially reasonable efforts to agree upon such additional or replacement terms and conditions in this Agreement as the Partners think fit to express more fully their intent in respect of this Agreement, the Partnership and the conduct of its affairs. The Partners shall do and perform all such acts and things and execute all such documents and writings and give all such further assurances to give effect to this Agreement and the intent of the Partners.

18. Amendments and Waivers

Unless otherwise specifically provided hereunder, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all the Partners hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

19. Assignment

None of the Partners hereto may assign its rights or obligations under this Agreement without the prior written consent of the other Partners. No Partner may sell, assign, transfer or convey its interest in the Partnership without the prior written consent of all of the Partners.

20. Severability

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

21. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

22. Entire Agreement

This Agreement constitutes the entire agreement and full understanding among the Partners hereto with respect to all of the matters herein and it supersedes any prior negotiations, agreement or understandings among them, oral or written, with respect to the matters addressed herein, all of which are hereby cancelled.

23. Counterparts; Facsimile Signatures

This Agreement may be executed in one or more counterparts (including by electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered by electronic mail (including by PDF) shall be binding to the same extent as an original signature page. Any party that delivers such a signature page agrees to later deliver an original counterpart to any other party which requests it.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

LAS ARENAS CUERA HOLDINGS CORP.:

By: ________________________________
Name: Ezequiel A. Camerini
Title: President - Director

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Witness signature

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Enrique Alejandro Cabo Osmer