

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, DC 20549

FORM 10-Q

(MARK ONE)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2024.

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM TO

COMMISSION FILE NUMBER 1-13627

GOLDEN MINERALS COMPANY

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE

26-4413382

(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

(I.R.S. EMPLOYER
IDENTIFICATION NO.)

350 INDIANA STREET, SUITE 650
GOLDEN, COLORADO

80401

(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

(ZIP CODE)

(303) 839-5060

(REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.01 par value	AUMN	NYSE American

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days: Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

At November 15, 2024, 15,053,048 shares of common stock, \$0.01 par value per share, were issued and outstanding.

GOLDEN MINERALS COMPANY
FORM 10-Q
QUARTER ENDED SEPTEMBER 30, 2024

INDEX

	<u>PAGE</u>
<u>PART I – FINANCIAL INFORMATION</u>	
<u>ITEM 1. FINANCIAL STATEMENTS (Unaudited)</u>	3
<u>ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS</u>	21
<u>ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK</u>	29
<u>ITEM 4. CONTROLS AND PROCEDURES</u>	29
<u>PART II – OTHER INFORMATION</u>	
<u>ITEM 1. LEGAL PROCEEDINGS</u>	30
<u>ITEM 1A. RISK FACTORS</u>	30
<u>ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS</u>	31
<u>ITEM 3. DEFAULTS UPON SENIOR SECURITIES</u>	31
<u>ITEM 4. MINE SAFETY DISCLOSURES</u>	31
<u>ITEM 5. OTHER INFORMATION</u>	31
<u>ITEM 6. EXHIBITS</u>	31
<u>SIGNATURES</u>	33

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

GOLDEN MINERALS COMPANY
CONDENSED CONSOLIDATED BALANCE SHEETS
(Expressed in United States dollars)
(Unaudited)

	September 30, 2024	December 31, 2023
	(in thousands, except share data)	
Assets		
Current assets		
Cash and cash equivalents (Note 5)	\$ 1,777	\$ 3,766
Short-term investments	—	11
Accounts receivable	7	51
Value added tax receivable, net (Note 7)	239	3,135
Prepaid expenses and other assets (Note 6)	504	921
Current assets held for sale (Note 3)	—	830
Total current assets	2,527	8,714
Property, plant and equipment, net (Note 8)	387	443
Investments	265	265
Right-of-use assets	35	110
Assets held for sale (Note 3)	2,889	5,378
Total assets	\$ 6,103	\$ 14,910
Liabilities and equity (deficit)		
Current liabilities		
Accounts payable and other accrued liabilities (Note 9)	\$ 3,272	\$ 4,899
Other current liabilities (Note 11)	251	774
Current liabilities held for sale (Note 3)	1,016	—
Total current liabilities	4,539	5,673
Asset retirement and reclamation liabilities (Note 10)	305	296
Other long-term liabilities (Note 11)	—	28
Liabilities held for sale (Note 3)	2,941	3,800
Total liabilities	7,785	9,797
Commitments and contingencies (Note 16)		
Equity (deficit) (Note 14)		
Common stock, \$.01 par value, 100,000,000 shares authorized; 15,053,048 and 14,084,680 shares issued and outstanding, respectively ⁽¹⁾	150	141
Additional paid-in capital	552,469	552,160
Accumulated deficit	(554,301)	(547,188)
Shareholders' equity (deficit)	(1,682)	5,113
Total liabilities and equity (deficit)	\$ 6,103	\$ 14,910

(1) Reflects the one-for-25 reverse stock split that became effective June 9, 2023. Refer to Note 1, *Basis of Preparation of Financial Statements and Nature of Operations*.

The accompanying notes form an integral part of these interim condensed consolidated financial statements.

GOLDEN MINERALS COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Expressed in United States dollars)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
	(in thousands except per share data)		(in thousands, except per share data)	
Revenue:				
Sale of metals (Note 15)	\$ —	\$ 2,512	\$ —	\$ 11,702
Total revenue	<u>—</u>	<u>2,512</u>	<u>—</u>	<u>11,702</u>
Costs and expenses:				
Cost of metals sold (exclusive of depreciation shown below) (Note 15)	—	(3,320)	—	(11,225)
Exploration expense	(377)	(726)	(1,164)	(2,898)
Administrative expense	(815)	(1,111)	(2,961)	(3,658)
Stock-based compensation	(80)	(92)	(337)	(324)
Other operating income, net	697	428	639	505
Depreciation and amortization	(7)	(44)	(44)	(73)
Total costs and expenses	<u>(582)</u>	<u>(4,865)</u>	<u>(3,867)</u>	<u>(17,673)</u>
Loss from operations	(582)	(2,353)	(3,867)	(5,971)
Other income (expense):				
Interest and other income (expense), net	7	18	28	13
Gain (loss) on foreign currency transactions	24	(14)	(69)	91
Litigation settlement (Note 16)	—	(250)	—	(250)
Total other income (expense)	<u>31</u>	<u>(246)</u>	<u>(41)</u>	<u>(146)</u>
Loss from operations before income taxes and discontinued operations	(551)	(2,599)	(3,908)	(6,117)
Income taxes (Note 13)	—	—	—	—
Loss from continuing operations	(551)	(2,599)	(3,908)	(6,117)
Gain (loss) from discontinued operations, net of taxes (Note 3)	750	(578)	(3,205)	(1,814)
Net gain (loss)	<u>\$ 199</u>	<u>\$ (3,177)</u>	<u>\$ (7,113)</u>	<u>\$ (7,931)</u>
Net gain (loss) per common share - basic ⁽¹⁾				
Continuing operations	\$ (0.04)	\$ (0.31)	\$ (0.27)	\$ (0.82)
Discontinued operations	0.05	(0.07)	(0.22)	(0.24)
Net gain (loss) per common share - basic ⁽¹⁾	<u>\$ 0.01</u>	<u>\$ (0.38)</u>	<u>\$ (0.49)</u>	<u>\$ (1.06)</u>
Weighted-average shares outstanding - basic ⁽²⁾	<u>15,035,259</u>	<u>8,378,001</u>	<u>14,607,703</u>	<u>7,466,444</u>

(1) Reflects the one-for-25 reverse stock split that became effective June 9, 2023. Refer to Note 1, *Basis of Preparation of Financial Statements and Nature of Operations*.

(2) Potentially dilutive shares have not been included for loss periods because to do so would be anti-dilutive. Potentially dilutive shares at September 30, 2024, consist of 1,070,079 equivalent shares related to stock compensation and 10,819,742 equivalent shares related to outstanding warrants. Potentially dilutive shares at September 30, 2023, consist of 408,545 equivalent shares related to stock compensation and 1,819,742 equivalent shares related to outstanding warrants. See Note 14 for a discussion of stock-based compensation and warrants.

The accompanying notes form an integral part of these interim condensed consolidated financial statements.

GOLDEN MINERALS COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Expressed in United States dollars)
(Unaudited)

	Nine Months Ended September 30,	
	2024	2023
	(in thousands)	
Cash flows from operating activities:		
Net loss	\$ (7,113)	\$ (7,931)
Loss from discontinued operations	3,205	1,814
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	44	73
Loss on trading securities	11	9
Gain on sale of assets	(100)	(20)
Stock-based compensation	337	324
Changes in operating assets and liabilities:		
Accounts receivable	44	211
Inventories, net	—	809
Value added tax receivable, net	2,896	(1,679)
Prepaid expenses and other assets	417	(10)
Right-of-use assets	75	192
Accounts payable and other accrued liabilities	(1,627)	1,327
Other current liabilities	(523)	(228)
Asset retirement and reclamation liabilities	9	150
Other long-term liabilities	(28)	(82)
Net cash used in operating activities - continuing operations	(2,353)	(5,041)
Net cash used in operating activities - discontinued operations	(3,245)	(1,516)
Net cash used in operating activities	(5,598)	(6,557)
Cash flows from investing activities:		
Proceeds from sale of assets	139	44
Investment in Golden Gryphon	—	(40)
Acquisitions of property, plant and equipment	(27)	—
Net cash provided by investing activities - continuing operations	112	4
Net cash provided by investing activities - discontinued operations	3,516	470
Net cash provided by investing activities	3,628	474
Cash flows from financing activities:		
Proceeds from issuance of common stock, net of issuance costs	—	3,694
Common stock shares relinquished to pay taxes	(19)	—
Net cash (used in) provided by financing activities - continuing operations	(19)	3,694
Net cash (used in) provided by financing activities - discontinued operations	—	—
Net cash (used in) provided by financing activities	(19)	3,694
Net decrease in cash and cash equivalents	(1,989)	(2,389)
Cash and cash equivalents, beginning of period	3,766	3,972
Cash and cash equivalents, end of period	\$ 1,777	\$ 1,583
Supplemental disclosure:		
Interest paid	\$ 12	\$ 17
Income taxes paid	\$ —	\$ —
Supplemental disclosure of non-cash transactions:		
Deferred equity offering costs amortized	\$ —	\$ 45

The accompanying notes form an integral part of these interim condensed consolidated financial statements.

GOLDEN MINERALS COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (DEFICIT)
(Expressed in United States dollars)
(Unaudited)

	Common Stock ⁽¹⁾		Additional	Accumulated	Total
	Shares	Amount	Paid-in Capital	Deficit	Equity (Deficit)
	(in thousands except share data)				
Balance, December 31, 2022	6,836,735	\$ 68	\$ 544,372	\$ (537,960)	\$ 6,480
Stock compensation accrued (Note 14)	—	—	189	—	189
Shares issued under the at-the-market offering agreement, net (Note 14)	109,999	1	677	—	678
Net loss	—	—	—	(3,266)	(3,266)
Balance, March 31, 2023	6,946,734	\$ 69	\$ 545,238	\$ (541,226)	\$ 4,081
Stock compensation accrued (Note 14)	—	—	43	—	43
Shares issued under the at-the-market offering agreement, net (Note 14)	198,931	2	1,115	—	1,117
Offering and private placement transaction (Note 14)	790,000	8	1,847	—	1,855
Net loss	—	—	—	(1,488)	(1,488)
Balance, June 30, 2023	7,935,665	\$ 79	\$ 548,243	\$ (542,714)	\$ 5,608
Stock compensation accrued and restricted stock awards granted (Note 14)	—	—	92	—	92
Warrants exercised (Note 14)	637,587	7	(7)	—	—
Net loss	—	—	—	(3,177)	(3,177)
Balance, September 30, 2023	8,573,252	\$ 86	\$ 548,328	\$ (545,891)	\$ 2,523
Balance, December 31, 2023	14,084,680	\$ 141	\$ 552,160	\$ (547,188)	\$ 5,113
Stock compensation accrued (Note 14)	(1,067)	—	73	—	73
Warrants exercised (Note 14)	488,572	5	(5)	—	—
Net loss	—	—	—	(4,565)	(4,565)
Balance, March 31, 2024	14,572,185	\$ 146	\$ 552,228	\$ (551,753)	\$ 621
Stock compensation accrued (Note 14)	—	—	184	—	184
KELTIP and RSU shares issued net of shares relinquished to cover withholding taxes (Note 14)	433,370	4	(23)	—	(19)
Net loss	—	—	—	(2,747)	(2,747)
Balance, June 30, 2024	15,005,555	\$ 150	\$ 552,389	\$ (554,500)	\$ (1,961)
Stock compensation accrued and shares issued for vested stock awards (Note 14)	47,493	—	80	—	80
Warrants exercised (Note 14)	—	—	—	—	—
Net loss	—	—	—	199	199
Balance, September 30, 2024	15,053,048	\$ 150	\$ 552,469	\$ (554,301)	\$ (1,682)

(1) Reflects the one-for-25 reverse stock split that became effective June 9, 2023. Refer to Note 1, *Basis of Preparation of Financial Statements and Nature of Operations*.

The accompanying notes form an integral part of these interim condensed consolidated financial statements.

GOLDEN MINERALS COMPANY
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Expressed in United States dollars)
(Unaudited)

1. Basis of Preparation of Financial Statements and Nature of Operations

Golden Minerals Company (the “Company” “we” “our” or “us”), a Delaware corporation, has prepared these unaudited interim condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States (“GAAP”) and the rules and regulations of the Securities and Exchange Commission (“SEC”). The interim condensed consolidated financial statements do not include all disclosures required by GAAP for annual financial statements, but in the opinion of management, include all adjustments necessary for a fair presentation. Certain prior period amounts may have been reclassified to conform to current classifications. Interim results are not necessarily indicative of results for a full year; accordingly, these interim condensed consolidated financial statements should be read in conjunction with the annual financial statements included in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the SEC on March 19, 2024 (the “2023 Annual Report”).

The Company is considered an exploration stage issuer under the criteria set forth by the SEC under Subpart 1300 of Regulation S-K (“S-K 1300”) as the Company has not yet demonstrated the existence of mineral reserves at any of the Company’s properties. As a result, and in accordance with GAAP for exploration stage companies, all expenditures for exploration and evaluation of the Company’s properties are expensed as incurred. As such, the Company’s financial statements may not be comparable to the financial statements of mining companies that have proven and probable mineral reserves. Such companies would typically capitalize certain development costs including infrastructure development and mining activities to access the ore. The capitalized costs would be amortized on a units-of-production basis as reserves are mined. The amortized costs are typically allocated to inventory and eventually to cost of sales as the inventories are sold. As the Company does not have proven and probable mineral reserves, substantially all expenditures at the Company’s Rodeo Property and the Velardeña Properties for mine construction activity, as well as operating costs associated with the mill facilities, and for items that do not have a readily identifiable market value apart from the mineralized material, have been expensed as incurred. Such costs are charged to cost of metals sold or project expense during the period depending on the nature of the costs. Certain costs may be reflected in inventories prior to the sale of the product. The Company cannot be certain that any deposits at any of its properties will ever be confirmed or converted into S-K 1300 compliant “reserves.”

Reverse Stock Split

On May 26, 2023, the Company’s Board of Directors approved a reverse stock split (the “Reverse Stock Split”) of the Company’s common stock, par value \$0.01 per share, at a ratio of one-for-25 shares and a reduction in the total number of authorized shares of common stock of the Company from 350,000,000 shares to 28,000,000 shares (the “Authorized Shares Reduction”), each effective as of June 9, 2023. To effect the Reverse Stock Split and the Authorized Shares Reduction, the Company filed an amendment to the Company’s Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on May 30, 2023.

Accordingly, all share and per share data (including share and per share information related to share-based compensation and outstanding warrants), number of shares outstanding, and other common stock equivalents for the periods presented in the accompanying interim condensed consolidated financial statements and notes thereto have been adjusted retroactively, where applicable, to reflect the Reverse Stock Split.

2. Liquidity, Capital Resources and Going Concern

We do not currently have sufficient resources to meet our expected cash needs during the twelve months ending September 30, 2025. At September 30, 2024, we had current assets of approximately \$2.5 million, including cash and cash equivalents of approximately \$1.8 million. On the same date, we had accounts payable and other current liabilities of approximately \$4.5 million, which includes \$1.0 million in deferred revenue for the sale of the Velardeña oxide plant and water wells recorded within *Current liabilities held for sale* on the interim Condensed Consolidated Balance Sheets. As previously disclosed, the Company ceased mining at the Velardeña mines in Mexico in the first quarter 2024, and subsequently sold the mines and certain related assets. As of September 30, 2024, the Company was owed \$2.0 million plus \$480,000 value-added tax (“VAT”) of the \$3.0 million purchase price for the Velardeña oxide plant and water wells

and other minor remaining Velardeña assets (see Note 19). With the receipt of the proceeds from the sale of Silex Argentina, and approximately \$0.3 million of additional payments for the Velardeña assets, as of November 15, 2024 the Company has cash and cash equivalents of approximately \$3.6 million and accounts payable of approximately \$1.2 million.

The Company's only near-term opportunity to generate cash flow to meet its expected cash requirements is from the sale of assets, equity or other external financing. The Company is evaluating and pursuing alternatives, including the potential sale of the Company, finalizing the sale of its assets at the Velardeña Properties and Yoquivo, seeking buyers or partners for the Company's other assets or obtaining equity or other external financing. In the absence of additional cash inflows, the Company anticipates that its cash resources will be exhausted in the second quarter of 2025. If we are unable to obtain additional cash resources or sell the Company, we will be forced to cease operations and liquidate.

We will require further sources of capital. In order to satisfy the Company's projected general, administrative, exploration and other expenses through September 30, 2025, we will need approximately \$1.5 to \$3.5 million in capital inflows. These capital inflows may take the form of asset sales, equity or other external financing activities, collection of the outstanding amounts due on the sale of the remaining Velardeña Properties and Yoquivo, or from other sources. The Company also continues to evaluate other strategic transactions.

These interim condensed consolidated financial statements have been prepared on a going concern basis under which an entity is considered to be able to realize its assets and satisfy its liabilities in the normal course of business. However, as noted above, our continuing operations will be dependent upon our ability to secure sufficient funding to support future operations. The amounts shown as mineral properties in our interim condensed consolidated financial statements are dependent on our ability to sell certain assets of the Company and receive future equity or other financings to continue to fund general administrative, and exploration activities that would lead to profitable mining and processing activities or to generate proceeds from the disposition of mineral exploration properties.

The ability of the Company to maintain a positive cash balance for a period of twelve months beyond the filing date of this Quarterly Report on Form 10-Q is dependent upon its ability to generate sufficient cash flow from the sale of assets, reduction of expenses, collection of VAT accounts receivable from the Mexican government, collection of the amount due from the buyers of the remaining Velardeña Properties and Yoquivo, and to raise sufficient funds through equity or other external financings or from other sources. These material uncertainties cast significant doubt on the Company's ability to continue as a going concern. Therefore, the Company cannot conclude that substantial doubt does not exist as to the Company's ability to continue as a going concern for the twelve months following the filing date of this Quarterly Report on Form 10-Q. The financial statements do not include any adjustments relating to the recoverability and classification of recorded assets or liabilities, which might be necessary should the Company not continue as a going concern.

3. Assets Held for Sale and Discontinued Operations

We classify long-lived assets, or disposal groups comprised of assets and liabilities, as held for sale in the period in which the following six criteria are met, (i) management, having the authority to approve the action, commits to a plan to sell the property; (ii) the property is available for immediate sale in its present condition, subject only to terms that are usual and customary; (iii) an active program to locate a buyer and other actions required to complete the plan to sell have been initiated; (iv) the sale of the property is probable and is expected to be completed within one year; (v) the property is being actively marketed for sale at a price that is reasonable in relation to its current fair value; and (vi) actions necessary to complete the plan of sale indicate that it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn, in accordance with Accounting Standard Codification ("ASC") 360, *Property, Plant and Equipment*. A business classified as held for sale is recorded at the lower of its carrying amount or estimated fair value less cost to sell. If the carrying amount of the business exceeds its estimated fair value less cost to sell, a loss is recognized. Assets and liabilities related to a business classified as held for sale are segregated in the current and prior balance sheets in the period in which the business is classified as held for sale, resulting in changes to the presentation of certain prior period amounts. The Company ceases depreciation and amortization on long-lived assets (or disposal groups) classified as held for sale and measures them at the lower of carrying value or estimated fair value less cost to sell.

The Company reports the results of operations of a business as discontinued operations if a disposal represents a strategic shift that has (or will have) a major effect on the Company's operations and financial results when the business is classified as held for sale, in accordance with ASC 360, and ASC 205-20, *Presentation of Financial Statements* –

Discontinued Operations. Under ASC 360, assets may be classified as held for sale even though discontinued operations classification is not met. The results of discontinued operations are reported in *Net loss from discontinued operations, net of tax* in the accompanying interim Condensed Consolidated Statements of Operations for current and prior periods, including any gain or loss recognized on closing or adjustment of the carrying amount to fair value less cost to sell. All other notes to these interim condensed consolidated financial statements present the results of continuing operations and exclude amounts related to discontinued operations for all periods presented.

Velardeña Properties

In December 2023, the Company restarted operations at the Velardeña Properties. In February 2024, it was determined that the initial performance of both the mine and the processing plant did not achieve the expected results. On February 29, 2024, the Company announced that it elected to discontinue operations at the Velardeña Properties and hold them for sale. Following that date, the Company shut down the Velardeña Properties and has held them for sale.

The Company previously announced the execution of certain asset purchase and sale agreements with a privately held Mexican company (the “Buyer”) to sell the Velardeña and Chicago mines, both oxide and sulfide processing plants and related equipment of the Velardeña Properties. Pursuant to the terms of the sale agreements, the Company agreed to sell certain mining concessions, equipment, land parcels and other assets in exchange for an aggregate purchase price of \$5.5 million in cash, plus VAT. The terms of the sales agreement include completion and final payment of the sale by July 1, 2024.

There were four separate sales agreements. The first three sales agreements which include the combined sales of the Velardeña and Chicago mines, the sulfide processing plant and various related equipment were completed on June 20, 2024. The Company received payment in full of \$2.5 million cash, plus VAT, and titles to the assets were transferred to the Buyer.

Velardeña Plant 2

The fourth agreement related to the sale of the Velardeña Properties covers the oxide plant and water wells (“Plant 2”), and the Buyer agreed to complete total payments of \$3.0 million plus VAT on July 1, 2024. The Plant 2 agreement has not closed, and the Buyer is in default. In accordance with ASC 360, on June 30, 2024, the Company recorded an asset impairment charge of \$411,000 in order to write down the remaining book value of Plant 2 to the salvage value which is equal to the amount received through June 30, 2024 from the Buyer of \$373,000. Since June 30, 2024, the Buyer has continued to make periodic payments to the Company, and as of September 30, 2024, the Company has recorded deferred revenue of \$1.0 million within *Current liabilities held for sale* on the interim Condensed Consolidated Balance Sheets. The Buyer has operational control of Plant 2, and we are no longer operating the property. We do not know whether or when the Buyer will make the remaining payments due. We are continuing to negotiate an extension of the agreement which would allow for the transfer of the title of Plant 2 to the Buyer and the Company would hold a mortgage to secure the payment. See Note 19.

Minera Labri

On August 28, 2024, the Company sold its wholly owned Mexican subsidiary, Minera Labri S.A. de C.V. (“Minera Labri”), to a private Mexican company for approximately \$445,000. Minera Labri previously owned the Velardeña Properties’ sulfide plant, which together with the Velardeña mines, was sold to another privately held Mexican group earlier in 2024. Upon consummation of that transaction, Minera Labri held no assets but held net operating losses and inflation-adjusted capital contributions. Under Mexican law, the balance of Minera Labri’s capital contribution accounts (“CUCAs”) may be bought and sold.

Silex Argentina

On August 30, 2024, the Company entered into a binding letter agreement (the “Letter Agreement”) with Butte Energy Inc. (“Butte”) pursuant to which Butte would acquire 100% of the issued and outstanding shares of Silex Argentina S.A. (the “Silex Shares”), the Company’s wholly owned subsidiary that owns the El Quevar Project, located in Salta Province, Argentina (“El Quevar”). The Letter Agreement was binding on the Company and Butte, pending (i) negotiation of a definitive Acquisition Agreement (the “Acquisition Agreement”) on or prior to September 30, 2024, and (ii) closing of the sales transaction for the Silex Shares (the “Transaction”) on or prior to October 31, 2024. The purchase price of the

Silex Shares was \$3.5 million, paid or payable in cash, as follows: (1) \$500,000, as a non-refundable deposit, paid to the Company on September 3, 2024; (2) \$500,000 payable to the Company upon execution of the Acquisition Agreement; and (3) \$2.5 million payable to the Company upon closing of the Transaction. Closing of the Transaction was subject to additional conditions, including receipt of regulatory approvals, completion of due diligence review by Butte, and approvals from the board of directors of each of Butte and Golden. On September 27, 2024, the Company entered into the Acquisition Agreement with Butte and was paid \$500,000 according to the terms of the Letter Agreement. In accordance with ASC 606, the Company recorded the \$500,000 non-refundable deposit and the \$500,000 paid to the Company upon execution of the Acquisition Agreement as revenue during the three months ended September 30, 2024 and the amounts are included in *Gain (loss) from discontinued operations* on the Condensed Consolidated Statements of Operations. On October 24, 2024, the Company closed the Transaction (see Note 19).

The following table summarizes the major line items for the Velardeña Properties and Silex Argentina that are included in *Loss from discontinued operations, net of taxes* in the interim Condensed Consolidated Statements of Operations:

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2024	2023	2024	2023
	(in thousands)		(in thousands)	
Sale of metals	\$ 128	\$ —	\$ 1,440	\$ —
Cost of metals sold	(583)	—	(6,026)	—
Velardeña care and maintenance costs	—	(310)	—	(905)
El Quevar Project Expenses	(150)	(117)	(441)	(435)
Reclamation expense	(59)	(75)	(212)	(222)
Asset impairment expense	—	—	(411)	—
Other operating income, net	856	28	3,571	55
Severance, termination benefits and other operating costs	569	—	(940)	—
Depreciation and amortization	(11)	(104)	(186)	(307)
Loss from discontinued operations before income taxes	750	(578)	(3,205)	(1,814)
Income taxes	—	—	—	—
Loss from discontinued operations, net of taxes	<u>\$ 750</u>	<u>\$ (578)</u>	<u>\$ (3,205)</u>	<u>\$ (1,814)</u>

The following table summarizes the carrying amounts of major classes of assets and liabilities of discontinued operations for each of the periods presented:

	September 30,	December 31,
	2024	2023
	(in thousands)	
Assets		
Inventories, net ⁽¹⁾	\$ —	\$ 830
Total current assets held for sale	—	830
Property, plant and equipment, net ⁽²⁾	2,889	5,378
Total assets held for sale	<u>\$ 2,889</u>	<u>\$ 6,208</u>
Liabilities		
Current liabilities held for sale ⁽³⁾	1,016	—
Asset retirement and reclamation liabilities ⁽⁴⁾	2,941	3,800
Total liabilities held for sale	<u>\$ 3,957</u>	<u>\$ 3,800</u>

- (1) Inventories, net at December 31, 2023 consisted of finished goods, in-process, and material and supplies inventories at the Velardeña Properties.
- (2) Property, plant and equipment, net at September 30, 2024 consisted of approximately \$0.5 million of the remaining Velardeña Properties assets, and approximately \$2.3 million related primarily to the Silex Argentina El Quevar mineral properties. Property, plant and equipment, net at December 31, 2023 consisted of approximately \$3.0 million of the Velardeña Properties assets, and approximately \$2.4 million related primarily to the Silex Argentina El Quevar mineral properties.
- (3) Current liabilities held for sale at September 30, 2024 represents deferred revenue for the sale of Velardeña Plant 2.

(4) Asset retirement and reclamation liabilities at September 30, 2024 and December 31, 2023 relate to the Velardeña Properties.

4. New Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. The new standard requires enhanced disclosures about significant segment expenses and other segment items and interim disclosure of items that were previously required on an annual basis. ASU 2023-07 is to be applied on a retrospective basis and is effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. We are currently evaluating the impact of adopting ASU 2023-07 on our consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. The amendments in this update are intended to enhance the transparency and decision usefulness of income tax disclosures primarily related to the rate reconciliation and income taxes paid information. This update is effective for annual periods beginning after December 15, 2024. Early adoption is permitted and should be applied on a prospective basis, however retrospective application is permitted. We are currently evaluating the impact of adopting ASU 2023-09 on our consolidated financial statements.

5. Cash and Cash Equivalents

Cash and Cash Equivalents

The Company has reported \$1.8 million and \$3.8 million *Cash and cash equivalents* on the interim Condensed Consolidated Balance Sheets at September 30, 2024 and at December 31, 2023 respectively. The December 31, 2023 balance included approximately \$153,000 that was unavailable for use due to a court order freezing the bank accounts of one of the Company’s subsidiaries in Mexico related to a lawsuit. The restrictions were lifted, and the bank accounts were unfrozen during the first quarter of 2024 as the Company reached an agreement to settle the lawsuit for \$250,000 (see Notes 16 and 19).

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

6. Prepaid Expenses and Other Assets

Prepaid expenses and other current assets consist of the following:

	September 30, 2024	December 31, 2023
	(in thousands)	
Prepaid insurance	\$ 113	\$ 319
Recoupable deposits and other	391	602
	<u>\$ 504</u>	<u>\$ 921</u>

7. Value Added Tax Receivable, Net

At September 30, 2024, the Company recorded a net VAT paid in Mexico of \$0.2 million related to the Velardeña Properties and the Rodeo operation, as a recoverable asset, which appears in *Value added tax receivable, net* on the interim Condensed Consolidated Balance Sheet.

Mexico law allows for certain VAT payments to be recovered through ongoing applications for refunds. There is no certainty as to the amount or timing of such payment. Historically, the Company received VAT refund payments from the Mexican tax authorities on a timely basis. In 2023, however, the tax authorities began to delay the VAT refund process, and at December 31, 2023, the Company had recorded approximately \$3.1 million of net VAT receivable.

The decrease in the VAT receivable balance of approximately \$2.9 million from December 31, 2023 to September 30, 2024 is primarily attributable to our collection of such balances in addition to the Company's decision to discontinue operations at the Velardeña Properties.

At September 30, 2024 and December 31, 2023, the Company recorded approximately \$0.3 million and \$0.8 million, respectively, of VAT payable as a reduction to the VAT receivable in Mexico.

The Company has also paid VAT in other countries, primarily related to exploration projects, which has been charged to expense as incurred because of the uncertainty of recoverability.

8. Property, Plant and Equipment, Net

The components of property, plant and equipment are as follows:

	September 30, 2024	December 31, 2023
	(in thousands)	
Exploration properties	\$ 150	\$ 150
Royalty properties	200	200
Buildings	—	48
Mining equipment and machinery	250	408
Other furniture and equipment	417	419
	1,017	1,225
Less: Accumulated depreciation and amortization	(630)	(782)
	<u>\$ 387</u>	<u>\$ 443</u>

9. Accounts Payable and Other Accrued Liabilities

The Company's accounts payable and other accrued liabilities consist of the following:

	September 30, 2024	December 31, 2023
	(in thousands)	
Accounts payable and accruals	\$ 2,513	\$ 3,586
Accrued employee compensation and benefits	679	1,281
Income taxes payable (Note 13)	80	32
	<u>\$ 3,272</u>	<u>\$ 4,899</u>

10. Asset Retirement and Reclamation Liabilities

The Company has detailed closure plans for reclamation activity at the Rodeo Property. The Company stopped mining at the Rodeo Property in June 2023 and has up to three years to begin reclamation activities. The Company will continue to accrue additional estimated asset retirement obligation "ARO" amounts based on the closure plan and as activities requiring future reclamation and remediation occur.

Asset retirement and reclamation liabilities consist of the following:

	September 30, 2024	December 31, 2023
	(in thousands)	
Current asset retirement and reclamation liabilities	\$ 150	\$ 150
Non-current asset retirement and reclamation liabilities	305	296
	<u>\$ 455</u>	<u>\$ 446</u>

Current asset retirement and reclamation liabilities is included in *Other current liabilities* (see Note 11).

The following table presents the changes in the Company's asset retirement and reclamation liabilities for the nine months ended September 30, 2024 and 2023:

	Nine Months Ended September 30,	
	2024	2023
	(in thousands)	
Balance at January 1,	\$ 446	\$ 446
Changes in estimates, and other	—	—
Accretion expense	9	—
Balance at September 30,	<u>\$ 455</u>	<u>\$ 446</u>

11. Other Liabilities

Other Current Liabilities

The following table sets forth the Company's other current liabilities:

	September 30, 2024	December 31, 2023
		(in thousands)
Insurance premium financing	\$ 55	\$ 269
Operating lease liability	46	105
Litigation accrual (Note 16)	—	250
Current asset retirement and reclamation liabilities	150	150
	<u>\$ 251</u>	<u>\$ 774</u>

Other Long-Term Liabilities

The following table sets forth the Company's other long-term liabilities:

	September 30, 2024	December 31, 2023
		(in thousands)
Operating lease liability	\$ —	\$ 10
Deposits and other	—	18
	<u>\$ —</u>	<u>\$ 28</u>

12. Fair Value Measurements

Financial assets and liabilities and nonfinancial assets and liabilities are measured at fair value on a recurring basis under a framework of a fair value hierarchy that prioritizes the inputs into valuation techniques used to measure fair value into three broad levels. This hierarchy gives the highest priority to quoted prices (unadjusted) in active markets and the lowest priority to unobservable inputs. Further, financial assets and liabilities should be classified by level in their entirety based upon the lowest level of input that was significant to the fair value measurement. The three levels of the fair value hierarchy per ASC Topic 820 are as follows:

Level 1: Unadjusted quoted market prices in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2: Quoted prices in inactive markets for identical assets or liabilities, quoted prices for similar assets or liabilities in active markets, or other observable inputs either directly related to the asset or liability or derived principally from corroborated observable market data.

Level 3: Unobservable inputs due to the fact that there is little or no market activity. This entails using assumptions in models that estimate what market participants would use in pricing the asset or liability.

The following table summarizes the Company’s financial assets and liabilities measured on a recurring basis at fair value by respective level of the fair value hierarchy:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
	(in thousands)			
At September 30, 2024				
Assets:				
Cash and cash equivalents	\$ 1,777	\$ —	\$ —	\$ 1,777
	<u>\$ 1,777</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1,777</u>
At December 31, 2023				
Assets:				
Cash and cash equivalents	\$ 3,766	\$ —	\$ —	\$ 3,766
Short-term investments	11	—	—	11
	<u>\$ 3,777</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 3,777</u>

The Company’s cash equivalents, comprised principally of U.S. treasury securities, are classified within Level 1 of the fair value hierarchy.

The Company’s short-term investments consist of 200,000 shares of common stock of Fabled and 20,000 shares of Fabled Copper Corp. and are classified within Level 1 of the fair value hierarchy.

At September 30, 2024 and December 31, 2023, the Company did not have any financial assets or liabilities classified within Level 2 or Level 3 of the fair value hierarchy.

13. Income Taxes

The Company accounts for income taxes in accordance with the provisions of ASC Topic 740, *Income Taxes* (“ASC 740”), on a tax jurisdictional basis. In accordance with ASC 740, the interim provision for taxes was calculated by using the estimated annual effective tax rate applied to the year-to-date income or losses on a jurisdictional basis. Although the Company has generated ordinary losses on a year-to-date basis, the Company has projected taxable income by year end in certain tax jurisdictions, for which an annual effective tax rate has been calculated. For both the three and nine months ended September 30, 2024, the Company recorded zero income tax expense.

In accordance with ASC 740, the Company presents deferred tax assets net of its deferred tax liabilities on a tax jurisdictional basis on its interim Condensed Consolidated Balance Sheets. As of September 30, 2024 and December 31, 2023, the Company had no deferred tax assets and no deferred tax liability on the interim Condensed Consolidated Balance Sheets due to a valuation allowance offsetting the net deferred tax assets of the Company.

The Company, a Delaware corporation, and its subsidiaries file tax returns in the United States and in various foreign jurisdictions. The tax rules and regulations in these countries are highly complex and subject to interpretation. The Company’s income tax returns are subject to examination by the relevant taxing authorities and in connection with such examinations, disputes can arise with the taxing authorities over the interpretation or application of certain tax rules within the country involved. In accordance with ASC 740, the Company identifies and evaluates uncertain tax positions, and recognizes the impact of uncertain tax positions for which there is less than a more-likely-than-not probability of the position being upheld upon review by the relevant taxing authority. Such positions are deemed to be “unrecognized tax benefits,” which require additional disclosure and recognition of a liability within the financial statements. The Company had no unrecognized tax benefits at September 30, 2024 or December 31, 2023.

14. Equity

On May 26, 2023, the Company’s Board of Directors approved a reverse stock split of the common stock, par value \$0.01 per share, of the Company at a ratio of one-for-25 shares and a reduction in the total number of authorized shares of common stock of the Company from 350,000,000 shares to 28,000,000 shares, each effective on June 9, 2023.

Accordingly, all common stock, equity award, warrant, and per share amounts have been adjusted to reflect the reverse stock split for all prior periods presented. For additional information related to the reverse stock split, see Note 1, *Basis of Preparation of Financial Statements and Nature of Operations*.

On May 9, 2024, the Company's shareholders approved an increase to the Company's authorized shares from 28,000,000 shares to 100,000,000 shares. To effect the increase in authorized shares, the Company filed an amendment to the Company's Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on May 13, 2024.

June 2023 Offering and Private Placement Transaction

On June 26, 2023, the Company entered into a Securities Purchase Agreement with certain institutional investors providing for the issuance and sale by the Company in a registered direct offering (the "June 2023 Offering") of an aggregate of 790,000 shares of the Company's common stock at a purchase price of \$1.45 per share and pre-funded warrants exercisable for up to 637,587 shares of the Company's common stock (the "June 2023 Pre-Funded Warrants") at a purchase price of \$1.4499 per June 2023 Pre-Funded Warrant. In a concurrent private placement (the "June 2023 Private Placement" and, together with the June 2023 Offering, the "June 2023 Transactions"), the Company agreed to issue warrants to purchase up to 1,427,587 shares of the Company's common stock at an exercise price of \$1.90 (the "June 2023 Warrants"). The aggregate net proceeds from the June 2023 Transactions were approximately \$1.9 million. See – *Common Stock Warrants* for additional information about the June 2023 Pre-Funded Warrants and the June 2023 Warrants.

November 2023 Public Offering

On November 6, 2023, the Company entered into a Securities Purchase Agreement with certain institutional investors providing for the issuance and sale by the Company in a public offering (the "November 2023 Offering") of (i) an aggregate of 4,712,488 shares of the Company's common stock, par value \$0.01 per share (the "Initial Shares"); (ii) Series A common warrants (the "November 2023 Series A Warrants") to purchase 6,000,000 Common Shares; (iii) Series B warrants (the "November 2023 Series B Warrants") to purchase 3,000,000 Common Shares; (iv) pre-funded warrants (the "November 2023 Pre-Funded Warrants") to purchase 1,287,512 shares of the Company's common stock for aggregate net proceeds of approximately \$3.8 million. During the quarter ended March 31, 2024, the 488,572 November 2023 Pre-Funded Warrants were exercised for net proceeds of \$48.86; 798,940 of these warrants were exercised in the fourth quarter 2023 for net proceeds of \$70.89. See – *Common Stock Warrants* for additional information about the November 2023 Series A Warrants, the November 2023 Series B Warrants, and the November 2023 Pre-Funded Warrants.

At-the-Market Offering Agreement

During the nine months ended September 30, 2024, the Company did not sell any shares of common stock under the At-the-Market-Offering-Agreement Program ("ATM Program"). The ATM Program has not been in effect since the related Registration Statement on Form S-3 expired on October 1, 2023. During the nine months ended September 30, 2023, the Company sold an aggregate of 308,930 shares of common stock under the ATM Program at an average price of \$6.19 per share of common stock for net proceeds, after commissions and fees, of approximately \$1,839,000.

There were no deferred ATM Program costs amortized during the nine months ended September 30, 2024. Approximately \$45,000 of deferred ATM Program costs were amortized during the nine months ended September 30, 2023. At September 30, 2024 and December 31, 2023, there was no remaining balance of deferred ATM Program costs, recorded in *Prepaid expenses and other assets* on the interim Condensed Consolidated Balance Sheets.

Equity Incentive Plans

Restricted Stock Grants

The following table summarizes the status and activity of the Company’s restricted stock grants at September 30, 2024 and 2023, and the changes during the nine months then ended:

	Nine Months Ended September 30,			
	2024		2023	
	Number of Shares	Weighted Average Grant Date Fair Value Per Share	Number of Shares	Weighted Average Grant Date Fair Value Per Share
Restricted Stock Grants				
Outstanding at beginning of period	5,800	\$ 8.89	19,800	\$ 10.95
Granted during the period	—	—	—	—
Restrictions lifted during the period	(3,936)	9.75	(12,933)	11.97
Forfeited during the period	(534)	9.75	—	—
Outstanding at end of period	<u>1,330</u>	<u>\$ 6.00</u>	<u>6,867</u>	<u>\$ 9.02</u>

Restricted Stock Units

The following table summarizes the status and activity of the Company’s restricted stock units at September 30, 2024 and 2023, and the changes during the nine months then ended:

	Nine Months Ended September 30,			
	2024		2023	
	Number of Shares	Weighted Average Grant Date Fair Value Per Share	Number of Shares	Weighted Average Grant Date Fair Value Per Share
Restricted Stock Units				
Outstanding at beginning of period	272,409	\$ 13.09	232,409	\$ 15.06
Granted during the period	1,200,000	0.41	40,000	1.62
Shares issued during the period	(373,493)	3.08	—	—
Forfeited during the period	(28,837)	19.47	—	—
Outstanding at end of period	<u>1,070,079</u>	<u>\$ 2.36</u>	<u>272,409</u>	<u>\$ 13.09</u>

Key Employee Long-Term Incentive Plan

There were zero and 168,000 Key Employee Long Term Incentive Plan (“KELTIP”) Units outstanding at September 30, 2024 and December 31, 2023, respectively. Under the 2023 Equity Incentive Plan (“the 2023 Plan”), the Company discontinued the KELTIP and will no longer issue KELTIP Units.

Stock-Based Compensation

Stock-based compensation expense for the periods presented is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
	(in thousands)		(in thousands)	
Restricted stock grants	\$ 1	\$ 20	\$ 19	\$ 75
Restricted stock units	79	58	315	270
KELTIP units	—	14	3	(21)
	<u>\$ 80</u>	<u>\$ 92</u>	<u>\$ 337</u>	<u>\$ 324</u>

Common Stock Warrants

The following table summarizes the activity of the Company's common stock warrants for the nine months ended September 30, 2024 and September 30, 2023.

	Nine Months Ended September 30,			
	2024		2023	
	Number of Underlying Shares	Weighted Average Exercise Price Per Share	Number of Underlying Shares	Weighted Average Exercise Price Share
Common Stock Warrants				
Outstanding at beginning of period	11,308,314	\$ 1.09	392,155	\$ 8.58
Granted during period	—	—	2,065,174	1.31
Exercised during period				
2023 Pre-Funded Warrants	(488,572)	0.0001	(637,587)	0.0001
Expired during the period	—	—	—	—
Outstanding at end of period	<u>10,819,742</u>	\$ 1.14	<u>1,819,742</u>	\$ 3.19

The common stock warrants relate to prior registered offerings and private placements of the Company's stock.

Common stock warrants outstanding as of September 30, 2024 are as follows:

Common Stock Warrants	Number of Warrants	Exercise Price	Expiration Date
July 2019 Series A Warrants	338,155	\$ 8.75	January 17, 2025
April 2020 Series A Warrants	44,000	\$ 0.70	October 22, 2025
April 2020 Series B Warrants	10,000	\$ 6.50	October 22, 2025
June 2023 Warrants	1,427,587	\$ 1.90	December 26, 2028
November 2023 Series A Warrants	6,000,000	\$ 0.70	November 6, 2028
November 2023 Series B Warrants	3,000,000	\$ 0.70	May 6, 2025
	<u>10,819,742</u>		

All outstanding common stock warrants are recorded in equity at September 30, 2024 and December 31, 2023, following the guidance established by ASC Topic 815-40. The Company's common stock warrants allow for potential settlement in cash if certain extraordinary events are effected by the Company, including a 50% or greater change of control in the Company's common stock. Since those events have been deemed to be within the Company's control, the Company continues to apply equity treatment for these common stock warrants.

15. Sale of Metals and Related Costs

The Company derived its 2023 revenue from the sale of doré, concentrates, and slag. No revenue has been derived from the sale of metals in 2024. The following table presents the Company's net sales for each period presented (see Note 3):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
	(in thousands)		(in thousands)	
Doré sales	\$ —	\$ 2,123	\$ —	\$ 9,974
Concentrate sales	—	176	—	1,723
Slag and other sales	—	256	—	543
Total revenue	—	2,555	—	12,240
Less: Treatment, refining and shipping costs	—	(43)	—	(538)
Total revenue, net	\$ —	\$ 2,512	\$ —	\$ 11,702

16. Commitments and Contingencies

Unifin Lawsuit

During April 2021, the Company became aware of a lawsuit in Mexico against one of the Company's Mexican subsidiaries, Minera William, S.A. de C.V. ("Minera William"). The plaintiff in the matter was Unifin Financiera, S.A.B de C.V. ("Unifin"). The lawsuit was assigned to the Fifth Specialized Commercial District Court. In November 2022, the Company was formally served with the complaint in connection with the lawsuit and in December 2022 the Company filed its answer to the complaint. As a preemptive measure, Unifin obtained a preliminary court order freezing Minera William's bank accounts in Mexico, which limited the Company's and Minera William's ability to access approximately US\$153,000 according to current currency exchange rates.

The Company and Unifin agreed to settle the dispute in late 2023. An accrued liability was recorded for the settlement amount of \$250,000 as of December 31, 2023 and for \$113,000 as of March 31, 2024. During the first quarter of 2024, the Court unfroze the Minera William bank accounts, and the bank remitted the funds to Unifin as per the settlement agreement. Subsequent to March 31, 2024, the Company paid Unifin the remaining amount due under the agreement upon settlement. The court published a writ subsequent to March 31, 2024 stating that the parties had complied with the settlement agreement and declared that Unifin has withdrawn the lawsuit against Minera William.

On June 13, 2024, the Trial Court published the judgment in the commercial oral proceeding initiated by Unifin against Minera William, Procesadora de Minerales de Durango, and Jorge Alberto Samaniego Mota. Since Unifin and Minera William had previously settled the dispute and Unifin desisted or withdrew its action against Minera William, the company was not condemned in the judgment. Procesadora de Minerales de Durango and Jorge Alberto Samaniego Mota were ordered to pay all the amounts claimed by Unifin. However, the judgment states that Minera William, Procesadora de Minerales de Durango, and Jorge Samaniego Mota are jointly and severally liable to Unifin. The Company believes the Judge should not have ruled on whether or not Minera William was jointly and severally liable. Moreover, the Judge did not assess Minera William's arguments that it was not jointly and severally liable to Unifin. Minera William is appealing that ruling as it is clearly contrary to the settlement agreement between Unifin and Minera William. The Company currently believes that it is unlikely any future liability will arise from this judgement.

Employee Labor Claims

During the nine months ended September 30, 2024, 16 employees of some of the Company's Mexican subsidiaries filed labor claims against the subsidiary companies claiming the companies had not compensated them properly for their termination. A severance accrual has been estimated and recorded in connection with these lawsuits for \$230,000.

Supplier Lawsuits

During the nine months ended September 30, 2024, four suppliers of some of the Mexican subsidiaries filed lawsuits against the subsidiary companies for non-payment of services rendered. In total, the four suppliers are seeking approximately \$214,000 and this amount is recorded in accounts payable as of September 30, 2024.

The Company also has certain purchase and lease commitments as set forth in the Company's 2023 Annual Report.

17. Segment Information

The Company's reportable segments are based on the Company's revenue-producing activities and cash-consuming activities. The Company reports two segments, one for its revenue-producing activities in Mexico, which includes the Rodeo Property, and the other comprised of non-revenue-producing activities, including exploration, construction and general and administrative activities. Intercompany revenue and expense amounts have been eliminated within each segment in order to report on the basis that management uses internally for evaluating segment performance.

As described in Note 3, the Company's Velardeña Properties and Silex Argentina met the criteria to be reported as discontinued operations during 2024. As such, the results of operations for this business are excluded from the Mexico Operations segment in the table below, which only reflects continuing operations, for all periods presented. Assets held for sale are included below in the total assets for the Corporate, Exploration and Other segment.

The financial information relating to the Company's segments is as follows:

Three Months Ended September 30, 2024	Revenue	Costs Applicable to Sales	Depreciation, Depletion and Amortization	Exploration, EI Quevar, Velardeña and Administrative Expense	Pre-Tax Loss (Gain)	Total Assets	Capital Expenditures
Mexico Operations	\$ —	\$ —	\$ 7	\$ —	\$ 401		\$ —
Corporate, Exploration and Other	—	—	—	1,192	150		—
Consolidated	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 7</u>	<u>\$ 1,192</u>	<u>\$ 551</u>		<u>\$ —</u>
Nine Months Ended September 30, 2024							
Mexico Operations	\$ —	\$ —	\$ 43	\$ 510	\$ 1,189	\$ 744	\$ 28
Corporate, Exploration and Other	—	—	1	3,615	2,719	5,359	—
Consolidated	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 44</u>	<u>\$ 4,125</u>	<u>\$ 3,908</u>	<u>\$ 6,103</u>	<u>\$ 28</u>
Three Months Ended September 30, 2023							
Mexico Operations	\$ 2,512	\$ 3,320	\$ 42	\$ 408	\$ 2,865		\$ —
Corporate, Exploration and Other	—	—	2	1,429	(266)		—
Consolidated	<u>\$ 2,512</u>	<u>\$ 3,320</u>	<u>\$ 44</u>	<u>\$ 1,837</u>	<u>\$ 2,599</u>		<u>\$ —</u>
Nine Months Ended September 30, 2023							
Mexico Operations	\$ 11,702	\$ 11,225	\$ 71	\$ 1,940	\$ 3,099	\$ 7,727	\$ —
Corporate, Exploration and Other	—	—	2	4,616	3,018	4,577	—
Consolidated	<u>\$ 11,702</u>	<u>\$ 11,225</u>	<u>\$ 73</u>	<u>\$ 6,556</u>	<u>\$ 6,117</u>	<u>\$ 12,304</u>	<u>\$ —</u>

18. Related Party Transactions

The following sets forth information regarding transactions between the Company (and its subsidiaries) and its officers, directors and significant stockholders.

Administrative Services, Lease of Equipment:

Beginning in August 2016, the Company began providing limited accounting and other administrative services to Minera Indé, an indirect subsidiary of The Sentient Group ("Sentient"). Sentient, through the Sentient executive funds, previously held a significant percentage of the Company's issued and outstanding shares of common stock. As of September 30, 2024, Sentient has sold their shares of the Company and is no longer considered a related party. In addition, the Company is no longer providing services to Minera Indé as of September 30, 2024.

19. Subsequent Events

Velardeña Plant 2 Asset Sale Agreement

Subsequent to September 30, 2024, the Plant 2 Buyer made additional payments of approximately \$0.3 million bringing the total amounts paid through November 15, 2024 to approximately \$1.3 million, but the Buyer remains in default. As of November 15, 2024, the Company is still owed \$1.7 million, plus VAT, of the \$3.0 million purchase price for the Velardeña oxide plant and water wells and other minor remaining Velardeña assets. We do not know whether or when the Buyer will make the remaining payments due. We are continuing to negotiate an extension of the agreement which would allow for the transfer of the title of Plant 2 and the ARO liability to the Buyer and the Company would hold a mortgage to secure the payment.

Closing of the Silex Argentina Transaction

On October 24, 2024, the Company completed the sale of 100% of the issued and outstanding shares of Silex Argentina S.A., the Company's wholly owned subsidiary that holds the El Quevar Project located in Salta Province, Argentina, to Butte Energy Inc. In connection with the closing of the Transaction, the Company received the remaining \$2.5 million in cash per the terms of the Acquisition Agreement.

Yoquivo Project

On October 25, 2024 the Company announced it had signed a binding agreement (the "Agreement") to sell its Yoquivo gold-silver project (located in Chihuahua State, Mexico) (the "Yoquivo Project") to Advance Metals Limited ("AVM") (the "Yoquivo Transaction"). Under the terms of the Agreement, AVM shall purchase 100% of the Yoquivo Project from Minera de Cordilleras S. de R.L. de C.V., a wholly-owned subsidiary of Golden Minerals, for total consideration of \$570,000 (the "Purchase Price"), payable in cash, plus VAT, as follows: (1) a non-refundable cash payment of \$20,000, plus VAT, for AVM to have the right to carry out due diligence for a seven-day exclusive period, beginning on October 24, 2024, (2) on November 1, 2024, AVM made a \$275,000 cash payment, plus VAT, to the Company, and (3) on November 21, 2024, AVM shall make a final \$275,000 cash payment, plus VAT, to the Company (collectively, the "Transaction Payments"). The Company has received the first two payments, totaling \$295,000 plus VAT. Closing of the Yoquivo Transaction will be subject to additional conditions, including receipt of regulatory approvals and completion of due diligence review by AVM. In the event that AVM decides not to complete the Yoquivo Transaction, AVM will be subject to a breakup fee of 20% of the Purchase Price.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Our Company

We were incorporated in Delaware in March 2009 under the Delaware General Corporation Law. During the nine months ended September 30, 2024, our principal source of revenue was from the sale of gold and silver contained in concentrate from our Velardeña Properties in Durango, Mexico. We also had secondary sources of revenue from tolling material at our oxide plant for a third party and selling the Velardeña assets that are held for sale. We incurred net operating losses for the nine months ended September 30, 2024 and 2023.

We restarted mining at our Velardeña Properties in December 2023 and continued through the end of February 2024 when it was determined that the initial performance of both the mine and the plant did not achieve expected results. We processed all the mineralized material that had been mined and shut down the sulfide processing plant at the end of March 2024 and held the Velardeña Properties for short-term sale as we evaluated options to realize value from the assets. We entered into certain sales agreements to sell the Velardeña and Chicago mines, both sulfide and oxide processing plants, water wells, and related equipment of the Velardeña Properties to a privately held Mexican company (the “Buyer”) in exchange for an aggregate purchase price of \$5.5 million in cash, plus VAT. There were 4 separate sales agreements. The first three sales agreements which include the combined sales of the Velardeña and Chicago mines, the sulfide processing plant and various related equipment were completed on June 20, 2024 and the titles to the assets have been transferred to the Buyer. The Buyer agreed to pay \$3.0 million plus VAT on July 1, 2024, to complete the last sales agreement which covered the oxide processing plant and water wells. The Buyer has made payments of approximately \$1.3 million through November 15, 2024 and is currently in default. The Buyer has operational control of the plant, and we are no longer operating the oxide plant. We are uncertain as to when or if additional payments will be received. We are continuing to negotiate an extension of the agreement which would allow for the transfer of title of the oxide plant to the Buyer and the Company would hold a mortgage to secure the payment. The collection of the amount due from the sale may satisfy a portion of our projected capital needs over the next twelve months (see Note 2 above).

As previously disclosed, we have completed the sale of our wholly owned subsidiary, Silex Argentina, which is the sole owner of El Quevar, our advanced exploration property in Argentina, and have entered into an agreement to sell our Yoquivo exploration property in Mexico. We expect the closing of these transactions to satisfy a portion of our projected capital needs over the next twelve months (see Note 2 above). The Company continues to hold an interest in several remaining exploration properties, including Sarita Este/Desierto, a gold-silver-copper exploration project located in northwest Salta Province Argentina and Sand Canyon, an exploration-stage, gold-silver project in northwestern Nevada.

Because we have ceased production at the Velardeña Properties, our only near-term opportunity to generate cash flow is from the sale of assets or new sources of debt or equity capital. We are evaluating and pursuing alternatives to obtain funds to continue as a going concern, including the potential sale of the Company, finalizing the sale of its assets at the Velardeña Properties and Yoquivo, seeking buyers or partners for the Company’s other assets or obtaining equity or other external financing. In the absence of additional cash inflows, the Company anticipates that its cash resources will be exhausted in the second quarter of 2025. If we are unable to obtain additional cash resources or sell the Company, we will be forced to cease operations and liquidate. See “—*Liquidity, Capital Resources and Going Concern—2024 Liquidity Forecast and Going Concern Qualification*” below.

This discussion should be read in conjunction with the section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operation” included in our 2023 Annual Report.

2024 Highlights

Velardeña Properties

The Velardeña Properties contain two underground mines. Prior to the recent restart in December 2023, the last time the mines were operated was in late 2015, at which point mining activities were suspended when a combination of low metals prices, mining dilution and metallurgical challenges rendered operations unprofitable. We elected to preserve the asset for future use, and continued to evaluate and test various mining methods and processing alternatives that could enable sustainable profitable operations.

We restarted mining at Velardeña in December 2023. In the first quarter of 2024, we sold just over 2,000 tonnes of concentrate containing approximately 640 ounces of gold and approximately 21,750 ounces of silver. Mill throughput of mined material totaled 5,186 tonnes over the period of operations in February and March 2024. We stopped mining at the end of February when we determined that the initial performance of the mine and the processing plant had not achieved expected results due to operational issues caused by a combination of insufficient experienced miners, issues with ventilation and issues with aging mining equipment at the mine. We stopped processing the mined material at the end of March 2024.

The table below sets forth the key processing and sales statistics for the Velardeña operation for the three months and the nine months ended September 30, 2024:

Velardeña Operations Statistics
(in thousands except per unit amounts)

	Three Months Ended September 30, 2024	Nine Months Ended September 30, 2024
Tonnes mined ¹	-	14,961
Tonnes processed	-	5,186
Average tonnes per day processed	-	185
Gold sold in concentrate (ounces)	-	639
Silver sold in concentrate (ounces)	-	21,745
Average realized price, before refining and selling costs		
Gold (dollar per ounce)	\$ -	\$ 2,077
Silver (dollar per ounce)	\$ -	\$ 23.82

¹ Includes all mined material transported to the plant, stockpiled or designated as waste

As noted above, we have entered into sales agreements pursuant to which a third-party has purchased the Velardeña and Chicago mines, mining equipment and the sulfide plant, and agreed to purchase the oxide processing plant and water wells. The Buyer has made payments of approximately \$1.3 million for the oxide plant and water wells through November 15, 2024 and is currently in default. The Buyer has operational control of the plant, and we are no longer operating the oxide plant. We are uncertain as to when or if additional payments will be received.

Yoquivo

On October 25, 2024, we entered into a sales agreement with Advance Metals Limited (“AVM”) to sell our Yoquivo exploration property. We hold 100% ownership of the Yoquivo concessions subject to royalty interests between 2% and 3% net smelter return payable on production to third parties and capped at \$2.8 million in the aggregate. We have received \$295,000 under the sales agreement and will receive an additional \$275,000 if the transaction is completed as scheduled in late November.

El Quevar

In April 2020, we entered into the Earn-in Agreement with Barrick. In March 2024, Barrick notified us that it was withdrawing from the Earn-In Agreement. The termination was effective on April 20, 2024 and the El Quevar project reverted back into the full control of the Company. In October 2024, we completed the sale of our wholly owned subsidiary, Silex Argentina, which is the sole owner of El Quevar, our advanced exploration property in Argentina, for a purchase price of \$3.5 million.

Sarita Este / Desierto

In December 2019, we entered into an option agreement with Cascadero Minerals Corporation (“Cascadero”) to acquire a 51% interest in the gold/copper Sarita Este concession, located in the northwest portion of the Province of Salta, Argentina, adjacent to the Taca Taca project owned by First Quantum Minerals. We have exceeded the drilling requirement and have spent approximately \$3.0 million since entering into the agreement in December 2019. After satisfying the

drilling and expenditure requirements, we notified Cascadero of our intention to proceed with the joint venture as 51% owners of the concession. Completion of the joint venture documents and formation of the joint venture company are in progress.

Information regarding the drilling completed to date is included in our 2023 Annual Report on Form 10-K.

The Desierto concessions (Desierto 1 and 2) which are adjacent to and south of the Sarita Este concession, are subject to an option agreement with a third-party partial owner and a proposed joint venture agreement also between the Company and Cascadero. The Desierto 1 concession was the object of a legal dispute between the Company and the Salta Ministry of Mines in which the Company was disputing the cancellation of the concession by the province. On August 28, 2024, the judges of the Court of Appeals of Salta (i) accepted the Company's appeal, (ii) revoked the Mining Court's resolutions of cancellation and (iii) ordered the restitution to the Company of the Desierto I mining concession.

Financial Results of Operations

For the results of operations discussed below, we compare the results from operations for the three months ended September 30, 2024, to the three months ended September 30, 2023. Operations did not produce concentrate during the three months ended September 30, 2024, but revenue was recorded during the third quarter on several of the Velardeña concentrate shipments completed earlier in 2024 that were finalized during the quarter. During the three months ended September 30, 2023, all of the operating activity related to the Rodeo property. Mining at Rodeo concluded in August 2023 as the ore was depleted as expected. Processing of the Rodeo stockpiles concluded in September 2023.

Due to the discontinuation of the mining and sulfide processing operations of the Velardeña Properties at the end of March 2024, the Velardeña properties were classified as assets held for sale, and therefore, in the interim condensed consolidated financial statements for the period ended September 30, 2024, the asset values, revenues and expenditures of these discontinued operations have been presented as Assets Held for Sale, Liabilities Held for Sale, and Discontinued Operations (see Note 3 above). The revenues and costs discussed below are the amounts recorded prior to the reclassification of those items.

Three Months Ended September 30, 2024

Revenue from the sale of metals. For the three months ended September 30, 2024, we recorded \$0.1 million revenue from the sale of metal relating to concentrate shipments completed earlier in 2024 that were finalized during the three months ended September 30, 2024. For the three months ended September 30, 2023, we recorded \$2.5 million from the sale of metal. The Rodeo operations sold mainly doré. We also sold slag remaining from previous doré sales and doré production at the Velardeña Plant 2, and some concentrates produced from material previously stockpiled when test mining at the Velardeña mine.

- *Doré Sales* - We recorded no revenue related to gold and silver in doré for the three months ended September 30, 2024, and \$2.1 million for the three months ended September 30, 2023.
- *Concentrate Sales* - We recorded \$0.1 million of revenue in the three months ended September 30, 2024 from the final settlement of previously shipped Velardeña gold-rich pyrite concentrate, silver-rich lead concentrate and zinc concentrate. We recorded \$0.2 million in the three months ended September 30, 2023 from the final settlement of previously shipped gold-rich pyrite concentrate, silver-rich lead concentrate and zinc concentrate that were produced from mineralized material which had been mined in 2022 as part of the test mining to analyze the potential restart of the Velardeña Properties.
- *Slag and Other Sales* - We recorded zero revenue related to slag and other material during the three months ended September 30, 2024. We recorded approximately \$0.2 million in revenue related to the gold and silver in slag that was sold to a refiner in the United States in the three months ended September 30, 2023.

Cost of metals sold. For the three months ended September 30, 2024 and 2023, we recorded \$0.6 million and \$3.3 million of cost of metals sold, respectively.

Exploration expense. Our exploration expense, including property holding costs and allocated administrative expenses, totaled \$0.4 million and \$0.7 million for the three months ended September 30, 2024 and 2023, respectively.

The lower exploration expense for 2024 is primarily related to less activity in 2024 due to the cash constraints of the Company.

Velardeña care and maintenance costs. We recorded no expenses related to care and maintenance at our Velardeña Properties for the three-month period ended September 30, 2024 as the Velardeña Properties were discontinued during that period and have either been sold or are being held for sale. We recorded \$0.3 million related to care and maintenance for the three-month period ended September 30, 2023.

El Quevar project expense. We incurred \$0.2 million and \$0.1 million for the three-month periods ended September 30, 2024 and 2023, respectively, related to holding and evaluation costs for the Yaxtché deposit at our El Quevar project in Argentina. Because the Barrick agreement had been terminated in April 2024, there were zero reimbursements from Barrick during the three months ended September 30, 2024. During the three months ended 2023, approximately \$0.0 million of costs actually incurred were offset by reimbursements from Barrick.

Administrative expense. Administrative expenses totaled \$0.8 million and \$1.1 million for the three months ended September 30, 2024 and 2023, respectively. Administrative expenses, including costs associated with being a public company, are incurred primarily by our corporate activities in support of the Yoquivo Property, Rodeo Property, Velardeña Properties, El Quevar project and our exploration portfolio.

Stock-based compensation. During each of the three months ended September 30, 2024 and 2023, we incurred approximately \$0.1 million of expense related to stock-based compensation. Stock-based compensation varies from period to period depending on the number and timing of shares granted, the type of grant, the market value of the shares on the date of grant and other variables.

Reclamation and accretion expense. During each of the three months ended September 30, 2024 and 2023, we incurred approximately \$0.1 million of reclamation expense related to the accretion of an asset retirement obligation at the Velardeña and Rodeo properties.

Other operating income (loss), net. We recorded \$1.6 million of net other operating income for the three months ended September 30, 2024 primarily related to the sale of Silex Argentina and Minera Labri. For the three months ended September 30, 2023, we recorded \$0.5 million of net other operating income.

Depreciation, depletion and amortization. We recorded nominal depreciation, depletion and amortization expense during the three months ended September 30, 2024. We recorded approximately \$0.1 million for depreciation, depletion and amortization expense during the three months ended September 30, 2023.

Interest and other expense, net. We recorded a nominal amount of interest and other expense, net for each of the three months ended September 30, 2024 and 2023.

(Loss) gain on foreign currency losses. We recorded a nominal amount of foreign currency gains during each of the three months ended September 30, 2024 and 2023. Foreign currency gains and losses are primarily related to the effect of currency fluctuations on monetary transactions incurred by our foreign subsidiaries that are denominated in currencies other than U.S. dollars.

Income taxes. We recorded a zero tax expense for the three months ended September 30, 2024. We recorded a zero income tax benefit for the three months ended September 30, 2023.

Nine Months Ended September 30, 2024

Revenue from the sale of metals. During the nine months ended September 30, 2024, all revenue was generated from the Velardeña properties. The Velardeña operations produced three types of concentrate before operations terminated in March 2024, and also generated revenue from slag sales. During the nine months ended September 30, 2023, the Rodeo operations sold mainly doré. We also sold slag remaining from previous doré sales and doré production at Plant 2.

- *Doré Sales* - We recorded no revenue related to gold and silver in doré for the nine months ended September 30, 2024, and \$9.5 million for the nine months ended September 30, 2023.

- *Concentrate Sales* – We recorded \$1.4 million in the nine months ended September 30, 2024 from the sale of gold-rich pyrite concentrate, silver-rich lead concentrate and zinc concentrate. We recorded \$1.7 million from the sales of concentrate in the nine months ended September 30, 2023.
- *Slag and Other Sales* – We recorded approximately \$30,000 in revenue related to the gold and silver in precipitate during the nine months ended September 30, 2024 from scrap and trace material removed from Plants I and II during the clean out process following the cessation of operations in 2024. We recorded approximately \$0.5 million in revenue related to the gold and silver in slag that was sold to a refiner in the United States in the nine months ended September 30, 2023.

Cost of metals sold. For the nine months ended September 30, 2024 and 2023, we recorded \$6.0 million and \$11.2 million of cost of metals sold, respectively. Lower costs in 2024 compared to 2023 were due primarily to lower mining costs as mining was discontinued at the end of February 2024, and lower processing costs, as the processing of sulfide material was discontinued at the end of March 2024.

Exploration expense. Our exploration expense, including property holding costs and allocated administrative expenses, totaled \$1.2 million and \$2.9 million for the nine months ended September 30, 2024 and 2023, respectively. The lower exploration expense for 2024 is primarily related to less activity in 2024 due to the cash constraints of the Company.

Velardeña care and maintenance costs. We recorded no expenses related to care and maintenance at our Velardeña Properties for the nine-month period ended September 30, 2024 as the Velardeña Properties were operating during that period and have either been sold or are now being held for sale. We recorded \$0.9 million related to care and maintenance for the nine-month period ended September 30, 2023, respectively, for expenses related to care and maintenance at our Velardeña Properties as the result of the previous suspension of mining and processing activities in November 2015.

El Quevar project expense. We recorded \$0.4 million for each of the nine months ended September 30, 2024 and September 30, 2023. During the nine months ended September 30, 2024 and 2023, approximately \$0.0 million and \$0.1 million, respectively, of costs actually incurred were offset by reimbursements from Barrick.

Administrative expense. Administrative expenses totaled \$3.0 million and \$3.7 million for the nine months ended September 30, 2024 and 2023, respectively. Administrative expenses, including costs associated with being a public company, are incurred primarily by our corporate activities in support of the Yoquivo Property, Rodeo Property, Velardeña Properties, El Quevar project and our exploration portfolio.

Stock-based compensation. During each of the nine months ended September 30, 2024 and 2023, we incurred approximately \$0.3 million of expense related to stock-based compensation. Stock-based compensation varies from period to period depending on the number and timing of shares granted, the type of grant, the market value of the shares on the date of grant and other variables.

Reclamation and accretion expense. During each of the nine months ended September 30, 2024 and 2023 we incurred approximately \$0.2 million of reclamation expense, related to the accretion of an asset retirement obligation at the Velardeña and Rodeo properties.

Other operating income (loss), net. We recorded \$3.3 million of net other operating income for the nine months ended September 30, 2024 primarily related to the sale of a portion of the Velardeña assets, Silex Argentina and Minera Labri. For the nine months ended September 30, 2023, we recorded \$0.6 million of net other operating income primarily related to the sale of non-core assets.

Depreciation, depletion and amortization. During the nine months ended September 30, 2024 and 2023, we incurred depreciation, depletion and amortization expense of approximately \$0.2 million and \$0.4 million respectively.

Interest and other expense, net. We recorded a nominal amount of interest and other expense, net for each of the nine months ended September 30, 2024 and 2023.

(Loss) gain on foreign currency losses. During each of the nine months ended September 30, 2024 and 2023, we recorded \$0.1 million of foreign exchange losses. Foreign currency gains and losses are primarily related to the effect of

currency fluctuations on monetary transactions incurred by our foreign subsidiaries that are denominated in currencies other than U.S. dollars.

Income taxes. We recorded a zero tax expense for the nine months ended September 30, 2024. We recorded less than \$1,000 of tax expense for the nine months ended September 30, 2023.

Liquidity, Capital Resources and Going Concern

2024 Liquidity Forecast and Going Concern Qualification

We do not currently have sufficient resources to meet our expected cash needs during the twelve months ending September 30, 2025. At September 30, 2024, we had current assets of approximately \$2.5 million, including cash and cash equivalents of approximately \$1.8 million. On the same date, we had accounts payable and other current liabilities of approximately \$4.5 million, which includes \$1.0 million in deferred revenue for the sale of the Velardeña oxide plant and water wells recorded within *Current liabilities held for sale* on the interim Condensed Consolidated Balance Sheets.

As previously disclosed, the Company ceased mining at the Velardeña mines in Mexico in the first quarter 2024, and subsequently sold the mines and certain related assets. Subsequent to September 30, 2024, the Plant 2 Buyer made additional payments of approximately \$0.3 million bringing the total amounts paid through November 15, 2024 to approximately \$1.3 million, but the Buyer remains in default. As of November 15, 2024, the Company is still owed \$1.7 million plus VAT of the \$3.0 million purchase price for the Velardeña oxide plant and water wells and other minor remaining Velardeña assets. We do not know whether or when the Buyer will make the remaining payments due. We are continuing to negotiate an extension of the agreement which would allow for the transfer of the title of Plant 2 and the ARO liability to the Buyer and the Company would hold a mortgage to secure the payment.

With the receipt of the proceeds from the sale of Silex Argentina and the cash payments received to date for the Yoquivo Transaction, as of November 15, 2024 the Company has cash and cash equivalents of approximately \$3.6 million and accounts payable of approximately \$1.2 million.

The Company's only near-term opportunity to generate cash flow to meet its expected cash requirements is from the sale of assets, equity or other external financing. The Company is evaluating and pursuing alternatives, including the potential sale of the Company, finalizing the sale of its assets at the Velardeña Properties and Yoquivo, seeking buyers or partners for the Company's other assets or obtaining equity or other external financing. In the absence of additional cash inflows, the Company anticipates that its cash resources will be exhausted in the second quarter of 2025. If we are unable to obtain additional cash resources or sell the Company, we will be forced to cease operations and liquidate.

We will require further sources of capital. In order to satisfy the Company's projected general, administrative, exploration and other expenses through September 30, 2025, we will need approximately \$1.5 to \$3.5 million in capital inflows. These capital inflows may take the form of asset sales, equity or other external financing activities, collection of the outstanding amounts due on the sale of the remaining Velardeña Properties and Yoquivo, or from other sources. The Company also continues to evaluate other strategic transactions.

These interim condensed consolidated financial statements have been prepared on a going concern basis under which an entity is considered to be able to realize its assets and satisfy its liabilities in the normal course of business. However, as noted above, our continuing operations will be dependent upon our ability to secure sufficient funding to support future operations. The amounts shown as mineral properties in our interim condensed consolidated financial statements are dependent on our ability to sell certain assets of the Company and receive future equity or other financings to continue to fund general administrative, and exploration activities that would lead to profitable mining and processing activities or to generate proceeds from the disposition of mineral exploration properties.

The ability of the Company to maintain a positive cash balance for a period of twelve months beyond the filing date of this Quarterly Report on Form 10-Q is dependent upon its ability to generate sufficient cash flow from the sale of assets, reduction of expenses, collection of VAT accounts receivable from the Mexican government, collection of the amount due from the buyers of the remaining Velardeña Properties and Yoquivo, and to raise sufficient funds through equity or other external financings or from other sources. These material uncertainties cast significant doubt on the Company's ability to continue as a going concern. Therefore, the Company cannot conclude that substantial doubt does not exist as to the Company's ability to continue as a going concern for the twelve months following the filing date of this Quarterly Report on Form 10-Q. The financial statements do not include any adjustments relating to the recoverability and

classification of recorded assets or liabilities, which might be necessary should the Company not continue as a going concern.

2024 Liquidity Discussion

At September 30, 2024, our aggregate cash and cash equivalents totaled \$1.8 million, compared to the \$3.8 million in similar assets held at December 31, 2023. The September 30, 2024 decrease is the result of the following expenditures and cash inflows for the nine months ended September 30, 2024. Expenditures totaled \$10.1 million from the following:

- \$5.9 million from the net loss on discontinued operations and assets held for sale, which includes, \$4.6 million of net operating costs, \$0.9 million of severance payments made to employees in Mexico who were terminated during the nine months ended September 30, 2024, and \$0.4 million in care and maintenance costs at the El Quevar project net of zero reimbursements from Barrick;
- \$3.0 million in general and administrative expenses; and
- \$1.2 million in exploration expenditures.

The above expenditures were partially offset by cash inflows of \$8.1 million from the following:

- \$4.5 million of proceeds received from the sale of the assets held for sale and discontinued operations as follows;
 - \$2.5 million of proceeds from the sale of the Velardeña and Chicago mines, sulfide plant, mine equipment and mine concessions;
 - \$1.0 million of proceeds from the sale of Velardeña Plant 2 and water wells; and
 - \$1.0 million of proceeds from the first two payments on the sale of Silex Argentina.
- \$2.6 million from the collection of VAT receivables from the Mexican Government; and
- \$0.4 million of proceeds received from the sale of Minera Labri; and
- \$0.6 million of other working capital changes.

NYSE American Continued Listing Standards

As previously disclosed, on June 6, 2023, we received written notification (the “Notice”) from the NYSE American LLC (the “NYSE American”) that the Company was not in compliance with Section 1003(a)(iii) of the NYSE American Company Guide (the “Company Guide”). We are required to report a stockholders’ equity of \$6.0 million or more if the Company has reported losses from continuing operations and/or net losses in our five most recent fiscal years. The Notice noted that the Company reported a stockholders’ equity of \$4.1 million as of March 31, 2023, and losses from continuing operations and/or net losses in each of its five most recent fiscal years ended December 31, 2022. As a result, we have become subject to the procedures and requirements of Section 1009 of the Company Guide and were required to submit a plan of compliance by July 6, 2023, addressing how the Company intends to regain compliance with Section 1003(a)(iii) of the Company Guide. On July 6, 2023, the Company submitted a plan (the “Plan”) to the NYSE American to regain compliance with the continued listing standards set forth in the Company Guide. On August 22, 2023, the NYSE American accepted the Company’s Plan and granted the Company a cure period until December 6, 2024 (the “Compliance Deadline”).

On July 2, 2024, we received second written notification (the “Second Notice”) from the NYSE American that we are now also below compliance with Sections 1003(a)(i) and 1003(a)(ii) the Company Guide since the Company reported stockholders’ equity of \$621,000 as of March 31, 2024, and losses from continuing operations and/or net losses in our five most recent fiscal years ended December 31, 2023. As a result, we must regain compliance with Sections 1003(a)(i) and 1003(a)(ii), in addition to Section 1003(a)(iii), of the Company Guide by the Compliance Deadline.

The Company will continue its efforts to regain compliance with all stockholders’ equity standards in accordance with the Plan. If the Company is not in compliance with the continued listing standards by the Compliance Deadline, or if we do

not make progress consistent with the Plan during the Plan period, we expect the NYSE American to initiate delisting proceedings.

Recent Accounting Pronouncements

There were no new accounting pronouncements issued during the third quarter of 2024 that would affect the Company or have a material impact on its consolidated financial position or results of operations.

Forward-Looking Statements

Some information contained in or incorporated by reference into this Quarterly Report on Form 10-Q may contain forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995 and other applicable securities laws. These statements include comments relating to: (i) our anticipated near-term capital needs, and potential sources of capital; (ii) our plans for, and timing of, the sale of our Velardeña oxide plant and water wells, (iii) our plans to sell tax credits held in our Mexican operating companies; (iv) closing the sale of the Yoquivo property; (v) expectations pertaining to the recovery of VAT refunds from the Mexican government; (vi) projected funding and spending for the twelve months ending June 30, 2025; (vii) the NYSE American staff initiating delisting proceedings against the Company if it is not in compliance with the NYSE American's continued listing standards by the Compliance Deadline and (viii) statements concerning our financial condition, business strategies and business and legal risks and our financial outlook for 2024, including anticipated expenditures and cash inflows during the year.

We use the words “anticipate,” “continue,” “likely,” “estimate,” “expect,” “may,” “believe,” “will,” “project,” “should,” “could,” “believe” and similar expressions (including negative and grammatical variations) to identify forward-looking statements. Although we believe the expectations and assumptions reflected in those forward-looking statements are reasonable, we cannot assure you that these expectations and assumptions will prove to be correct. Our actual results could differ materially from those expressed or implied in these forward-looking statements as a result of the factors set forth below and other factors set forth in, or incorporated by reference into this report:

- whether we are able to raise the necessary capital or otherwise enter into another strategic transaction that would enable us to continue our business;
- whether our proposed sale of the Velardeña oxide plant and water wells is consummated;
- whether we are able to close the sale of the Yoquivo property;
- whether we continue to be listed on the NYSE American;
- higher than anticipated care and maintenance costs in Mexico;
- decreases in silver and gold prices;
- risks related to our exploration properties, including unfavorable results from exploration and whether we will be able to advance our exploration properties;
- whether we will be able begin to mine and sell minerals successfully or profitably at any of our current properties at current or future silver and gold prices and achieve our objective of becoming a mid-tier mining company;
- potential delays in our exploration activities or other activities to advance properties towards mining resulting from environmental consents or permitting delays or problems, accidents, problems with contractors, disputes under agreements related to exploration properties, unanticipated costs and other unexpected events;
- our ability to retain key management and mining personnel necessary to successfully operate and grow our business;
- economic and political events negatively affecting the market prices for gold, silver, zinc, lead and other minerals that may be found on our exploration properties;

- political and economic instability in Mexico, Argentina, and other countries in which we conduct our business, and future actions of any of these governments with respect to nationalization of natural resources or other changes in mining or taxation policies;
- volatility in the market price of our common stock; and
- the factors discussed under “*Risk Factors*” in our 2023 Annual Report.

These factors are not intended to represent a complete list of the general or specific factors that could affect us. Many of these factors are beyond our ability to control or predict. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, such expectations may prove to be materially incorrect due to known and unknown risks and uncertainties. You should not unduly rely on any of our forward-looking statements. These statements speak only as of the date of this Quarterly Report on Form 10-Q. We undertake no obligation to publicly update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

We invest substantially all of our excess cash in U.S. government and debt securities rated “investment grade” or better. The rates received on such investments may fluctuate with changes in economic conditions. Based on the average cash and investment balances outstanding during the first nine months of 2024, a 1% decrease in interest rates would have resulted in only a nominal reduction in interest income for the period.

Foreign Currency Exchange Risk

Although most of our expenditures are in U.S. dollars, certain purchases of labor, supplies and capital assets are denominated in other currencies, primarily in Mexico. As a result, currency exchange fluctuations may impact the costs of our exploration and mining activities. To reduce this risk, we maintain minimum cash balances in foreign currencies and complete most of our purchases in U.S. dollars.

Commodity Price Risk

We are primarily engaged in the exploration and mining of properties containing gold, silver, zinc, lead and other minerals. As a result, decreases in the price of any of these metals have the potential to negatively impact our ability to establish reserves and mine on our properties. We currently hold no commodity derivative positions.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer) have evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of September 30, 2024, (the “Evaluation Date”). Based on such evaluation, such officers have concluded that, as of the Evaluation Date, our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act are recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

Unifin Lawsuit

During April 2021, the Company became aware of a lawsuit in Mexico against one of the Company's Mexican subsidiaries, Minera William, S.A. de C.V. ("Minera William"). The plaintiff in the matter was Unifin Financiera, S.A.B de C.V. ("Unifin"). The lawsuit was assigned to the Fifth Specialized Commercial District Court. In November 2022, the Company was formally served with the complaint in connection with the lawsuit and in December 2022 the Company filed its answer to the complaint. As a preemptive measure, Unifin obtained a preliminary court order freezing Minera William's bank accounts in Mexico, which limited the Company's and Minera William's ability to access approximately US\$153,000 according to current currency exchange rates.

The Company and Unifin agreed to settle the dispute in late 2023. An accrued liability was recorded for the settlement amount of \$250,000 as of December 31, 2023 and for \$113,000 as of March 31, 2024. During the first quarter of 2024, the Court unfroze the Minera William bank accounts, and the bank remitted the funds to Unifin as per the settlement agreement. Subsequent to March 31, 2024, the Company paid Unifin the remaining amount due under the agreement upon settlement. The court published a writ subsequent to March 31, 2024 stating that the parties had complied with the settlement agreement and declared that Unifin has withdrawn the lawsuit against Minera William.

On June 13, 2024, the Trial Court published the judgment in the commercial oral proceeding initiated by Unifin against Minera William, Procesadora de Minerales de Durango, and Jorge Alberto Samaniego Mota. Since Unifin and Minera William had previously settled the dispute and Unifin desisted or withdrew its action against Minera William, the company was not condemned in the judgment. Procesadora de Minerales de Durango and Jorge Alberto Samaniego Mota were ordered to pay all the amounts claimed by Unifin. However, the judgment states that Minera William, Procesadora de Minerales de Durango, and Jorge Samaniego Mota are jointly and severally liable to Unifin. The Company believes the Judge should not have ruled on whether or not Minera William was jointly and severally liable. Moreover, the Judge did not assess Minera William's arguments that it was not jointly and severally liable to Unifin. Minera William is appealing that ruling as it is clearly contrary to the settlement agreement between Unifin and Minera William. The Company currently believes that it is unlikely any future liability will arise from this judgement.

Employee Labor Claims

During the nine months ended September 30, 2024, 16 employees of some of the Company's Mexican subsidiaries filed labor claims against the subsidiary companies claiming the companies had not compensated them properly for their termination. A severance accrual has been estimated and recorded in connection with these lawsuits for \$230,000.

Supplier Lawsuits

During the nine months ended September 30, 2024, four suppliers of some of the Mexican subsidiaries filed lawsuits against the subsidiary companies for non-payment of services rendered. In total, the four suppliers are seeking approximately \$214,000 and this amount is recorded in accounts payable as of September 30, 2024.

Item 1A. Risk Factors

The risk factors for the nine months ended September 30, 2024, are substantially the same as those set forth in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

- 3.1 [Amended and Restated Certificate of Incorporation of Golden Minerals Company \(incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on March 30, 2009\).](#)
- 3.2 [First Amendment to the Amended and Restated Certificate of Incorporation of Golden Minerals Company dated September 2, 2011 \(incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on September 9, 2011\).](#)
- 3.3 [Second Amendment to the Amended and Restated Certificate of Incorporation of Golden Minerals Company dated May 19, 2016 \(incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on May 20, 2016\).](#)
- 3.4 [Third Amendment to the Amended and Restated Certificate of Incorporation of Golden Minerals Company dated June 15, 2021 \(incorporated by reference to Appendix A of the Company's Proxy Statement on Schedule 14A filed on March 25, 2021\).](#)
- 3.5 [Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Golden Minerals Company \(incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on May 30, 2023\).](#)
- 3.6 [Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Golden Minerals Company \(incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on May 14, 2024\).](#)
- 3.7 [Amended and Restated Bylaws of Golden Minerals Company \(incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on March 1, 2023\).](#)
- 4.1 [Form of Series A Warrant \(incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on July 19, 2019\).](#)
- 4.2 [Form of Series A Warrant \(incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on April 23, 2020\).](#)
- 4.3 [Form of Series B Warrant \(incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on April 23, 2020\).](#)
- 4.4 [Form of Common Warrant \(incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 29, 2023\).](#)
- 4.5 [Form of Series A Warrant \(incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on November 9, 2023\).](#)
- 4.6 [Form of Series B Warrant \(incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on November 9, 2023\).](#)
- 10.1 [Letter Agreement, dated August 30, 2024, between Golden Minerals Company and Butte Energy Inc.*##](#)
- 10.2 [Share Purchase Agreement, dated September 27, 2024, between Golden Minerals Company and Butte Energy Inc.*+](#)
- 10.3 [Employment Offer Letter, effective as of August 15, 2024, between Golden Minerals Company and Joseph G. Dwyer.*+](#)
- 31.1 [Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act.*](#)
- 31.2 [Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act.*](#)

[Table of Contents](#)

32	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. 1350 (Section 906 of the Sarbanes-Oxley Act)**
101.INS	Inline XBRL Instance Document*
101.SCH	Inline XBRL Taxonomy Extension Schema Document*
101.CAL	Inline XBRL Taxonomy Calculation Linkbase Document*
101.DEF	Inline XBRL Taxonomy Definition Document*
101.LAB	Inline XBRL Taxonomy Label Linkbase Document*
101.PRE	Inline XBRL Taxonomy Presentation Linkbase Document*
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded in the Inline XBRL document)

* Filed herewith

** Furnished herewith

Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

+ Certain portions of this exhibit have been omitted pursuant to Regulation S-K, Item (601)(b)(10).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GOLDEN MINERALS COMPANY

Date: November 19, 2024

By: /s/ Pablo Castaños
Pablo Castaños
President and Chief Executive Officer

Date: November 19, 2024

By: /s/ Joseph G. Dwyer
Joseph G. Dwyer
Senior Vice President and Chief Financial Officer

[***] CERTAIN INFORMATION IN THIS DOCUMENT HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEM 601(B)(10). SUCH EXCLUDED INFORMATION IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

Butte Energy Inc.
3123 – 595 Burrard Street
Vancouver, BC, V7X 1J1

CONFIDENTIAL

August 30, 2024

Golden Minerals Company
350 Indiana St., Suite 650,
Golden, Colorado, 80401

Dear Sirs:

Re: Acquisition of 100% of the issued and outstanding shares of Silex Argentina S.A ("Silex"), a wholly-owned subsidiary of Golden Minerals Company ("AUMN") and the owner of the El Quevar mineral exploration and development project in the province of Salta, Argentina (as more fully described herein).

This Letter Agreement ("**Letter Agreement**") sets out our mutual understanding of the basic terms and conditions upon which Butte Energy Inc. ("**Butte**") intends to move forward with the acquisition (the "**Transaction**") by Butte of the El Quevar Project via purchase of 100% of the issued and outstanding shares of Silex.

It is understood that Silex is the sole owner of the El Quevar Project, and that AUMN is the sole beneficial shareholder of Silex.

The acceptance of this Letter Agreement will be followed by the good faith negotiation of a definitive share purchase agreement by Butte and AUMN (as defined below, the "**Acquisition Agreement**") that the parties are to sign by no later than September 30, 2024 setting forth the detailed terms of the Transaction, including the basic understandings set out in this Letter Agreement and such other terms, conditions, representations and warranties as are customary for transactions of the nature and magnitude contemplated herein and as may be negotiated by the parties. This Letter Agreement is intended to be binding on the parties pending negotiation of the definitive Acquisition Agreement (which definitive Acquisition Agreement will supersede and replace this Letter Agreement), and will terminate in accordance with the provisions set forth below under "Termination", provided, however, that the provisions set forth below under "Consideration and Payment Terms", "Exclusivity", "Taxes", "Expenses and Professional Fees", "Termination", "Effect of Termination", and "Governing Law" shall survive the termination of this Letter Agreement.

Acquiror: Butte or a wholly-owned subsidiary of Butte (in either case, the "**Acquiror**" or "**Butte**").

Silex and the El Quevar Project:

Silex is a wholly owned subsidiary of AUMN. Silex owns and operates the El Quevar project, as more fully described in the attached Annex 1 which comprises 31 mineral concessions, permits, and all assets related to the operation and administration thereof (the “**El Quevar Project**”). Butte agrees that prior to the completion of the Transaction, Golden and/or Silex shall be entitled to transfer the shares and/or assets of the subsidiaries of Silex that do not have any interest in the El Quevar Project to such person(s) as Golden or Silex may determine to be appropriate (the “**Subsidiary Transfer**”).

Consideration and Payment Terms:

The purchase price for the acquisition of 100% of the outstanding shares of Silex is US\$3,500,000, payable all in cash as follows:

- (d) US\$500,000 as a non-refundable deposit (the “**Initial Deposit**”) payable to Golden (or as it may otherwise direct in writing) on or within one (1) business day of the date of this Letter Agreement;
- (e) US\$500,000 (the “**Second Deposit**”) payable to Golden (or as it may otherwise direct in writing) upon execution of the Acquisition Agreement; and
- (f) US\$2,500,000 payable to Golden (or as it may otherwise direct in writing) upon closing of the Transaction.

Exclusivity:

Golden and Silex shall grant Butte exclusivity commencing upon the date of execution of this Letter Agreement up until the earlier of (i) 21 days from such date of execution of this Letter Agreement and (ii) execution of the Acquisition Agreement (the “**Exclusivity Period**”). During the Exclusivity Period, Golden and Silex will not, directly or indirectly, through any officer, director, agent, affiliate, employee, advisor or otherwise: (i) solicit or initiate the submission of any proposal (other than the transactions contemplated herein) or offer from any person, group or entity relating to any acquisition of Silex and/or the El Quevar Project, or other similar transaction or business combination involving the business of Silex and/or the El Quevar Project, or (ii) participate in any negotiations or discussions regarding or furnish to any other person, group or entity any information with respect to, or otherwise cooperate in any way with or facilitate, any effort or attempt by any other person, group or entity to do or seek such acquisition or other transaction.

Butte shall have the option, if mutually agreed with Golden, to extend the expiration of the Exclusivity Period by notifying Golden in writing of same, to the earlier of September 30, 2024 or execution of the Acquisition Agreement.

For greater certainty, Butte agrees that the foregoing provisions shall not restrict or prohibit the Subsidiary Transfer or Golden pursuing any transaction, including any business combination, merger, arrangement, amalgamation, consolidation or sale of all or substantially all assets, involving Golden and/or its affiliates and/or their respect assets other than Silex and the El Quevar Project.

Conditions:

Closing of the transactions contemplated herein will be subject to a number of conditions, including:

- (a) Completion of due diligence review by Butte of the El Quevar Project and Silex, satisfactory to Butte acting reasonably;
- (b) Payment of the Initial Deposit, the Second Deposit, and payment of the final \$2.5 million tranche of the purchase price;
- (c) the execution of the Acquisition Agreement by Butte, Silex and Golden on or prior to September 30, 2024;
- (d) closing of the Transaction on or prior to October 31, 2024;
- (e) receipt of regulatory (including TSX Venture Exchange “TSXV”) approvals, which approvals require the delivery of:
 - (A) a technical report on the El Quevar Project, compliant with National Instrument 43-101 and in a form acceptable to the TSXV, provided that to the extent Golden’s existing technical report for the El Quevar Project is not acceptable to the TSXV, the costs of any update thereto shall be borne solely by Butte;
 - (B) a title opinion regarding the El Quevar Project in a form acceptable to the TSXV, which Butte will be responsible for commissioning and paying the costs thereof; and
 - (C) audited financial statements of Silex, in a form acceptable to the TSXV, provided that to the extent the existing audited financial statements of Silex are not acceptable to the TSXV, the costs of any update thereto or re-audit thereof shall be borne solely by Butte;

- (f) the El Quevar Project and the Silex shares being free and clear of all liens, charges and encumbrances, contingent or otherwise;
- (g) receipt of board approvals from each of Butte and Golden, and if required, approval of Butte's shareholders (which Butte covenants to obtain by way of a written consent resolution that is acceptable to the TSXV and Golden (acting reasonably)) ;
- (h) receipt of all required approvals and consents, including third party and governmental approvals and consents for the indirect transfer of the El Quevar Project to Butte through Butte's acquisition of 100% of the shares of Silex; and
- (i) completion of all required formalities for the transfer of Silex shares to the Acquiror and registrations required in accordance with Argentinian laws.

Representations, Warranties and Covenants:

Each of Butte and Silex (and Golden solely with respect to representations as to its ownership of the shares of Silex) will provide customary representations, warranties and covenants, including, without limitation, with respect to conducting its business in the ordinary course between signing of the Acquisition Agreement and closing of the Transaction, and using reasonable commercial efforts to complete the Transaction.

Taxes:

Any and all filing fees and/or taxes relating or applicable to or incurred in connection with the Transaction and/or the transfer of the shares of Silex to Butte shall be borne by Butte.

Expenses and Professional Fees:

Except as otherwise expressly provided in this Letter Agreement, each of Butte on the one hand, and Silex and Golden on the other, will be responsible for its own fees, costs and expenses incurred in connection with its evaluation and pursuit of the Transaction.

Access to Information:

Until closing of the Transaction or the termination of this Letter Agreement, Golden and Silex will provide Butte, on a timely basis, all due diligence information relating to the El Quevar Project and Silex that are within the possession or control of Golden or Silex as requested by Butte (including access to management, experts and advisers as necessary).

Termination

This Letter Agreement shall terminate (the "**Termination Date**") on the earliest of the following events occurs:

- a. written agreement of Butte and Golden to terminate this Letter Agreement;
- b. the date the parties enter into the Acquisition Agreement;
- c. by written notice of either Butte or Golden to the other party if the Acquisition Agreement is not entered into on or prior to September 30, 2024;
- d. by written notice of either Butte or Golden to the other party if the Transaction has not closed on or prior to October 31, 2024; or
- e. by written notice of either Butte or Golden to the other party if the other party is in breach of any of the provisions of this Letter Agreement and such breach has not been cured by the breaching party within five days' after receipt of notice of such breach from the non-breaching party.

Effect of Termination

If this Letter Agreement is terminated prior to the closing of the Transaction pursuant to c., d. or e. above other than as a result of Butte not satisfying or fulfilling any condition to the closing that is within its control to satisfy or fulfill and provided that Butte is not in breach of any of the provisions contained in this Letter Agreement, Golden shall promptly, and in any event no later than 30 days from the date of termination, refund the Second Deposit (if and to the extent the Second Deposit has been received by Golden) to Butte, without interest or penalty. In no circumstances will Golden be required or obligated to refund or repay the Initial Deposit to Butte.

Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent prepaid courier service, or (iii) sent by email addressed as follows:

in the case of notice to Butte:

Suite 3123 – 595 Burrard Street
Vancouver, British Columbia
V7X 1J1
Attention: Geir Liland, Chief Executive
Officer

TEL: [***]
Email: [***]

in the case of notice to Golden and Silex:

Golden Minerals Company
350 Indiana St., Suite 650,
Golden, Colorado, 80401
Attention: Pablo Castaños

TEL : [***]
Email: [***]

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

- a. if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- b. if sent by email, be deemed to have been received on the business day of the sending if sent during normal business hours (otherwise on the following business day).

Governing Law

This Letter Agreement, the Acquisition Agreement and other agreements contemplated herein and therein, if entered into, shall be governed in all respects, including validity, interpretation and effect, by laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof.

Miscellaneous

No assignment of this Letter Agreement will be permitted without the prior written consent of the other parties.

This Letter Agreement may be executed in counterparts and evidenced by electronic copy thereof and all such counterparts or facsimile or electronic counterparts shall constitute one document.

If the terms of this Letter Agreement are acceptable, please communicate your acceptance by executing the duplicate copy hereof in the appropriate space below and returning such executed copy to us, prior to 5:00 pm (Vancouver time) on August 30, 2024 at the address set out above.

Yours very truly,

BUTTE ENERGY INC.

Per: /s/ Geir Liland
Name: Geir Liland
Title: Chief Executive Officer

THE TERMS OF THIS LETTER AGREEMENT are hereby accepted as of the 30th day of August, 2024.

GOLDEN MINERALS COMPANY

Per: /s/ Pablo Castaños
Name: Pablo Castaños
Title: Chief Executive Officer

[*] CERTAIN INFORMATION IN THIS DOCUMENT HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEM 601(B)(10). SUCH EXCLUDED INFORMATION IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.**

SHARE PURCHASE AGREEMENT

between

BUTTE ENERGY INC.

and

GOLDEN MINERALS COMPANY

September 27, 2024

TABLE OF CONTENTS

<u>ARTICLE 1 INTERPRETATION</u>	4
1.1 <u>DEFINITIONS</u>	4
1.2 <u>SCHEDULES AND EXHIBITS</u>	8
1.3 <u>INTERPRETATION NOT AFFECTED BY HEADINGS</u>	8
1.4 <u>INCLUDED WORDS</u>	9
1.5 <u>HEADINGS</u>	9
1.6 <u>STATUTORY REFERENCES</u>	9
1.7 <u>INVALIDITY OF PROVISIONS</u>	9
1.8 <u>REFERENCES IN AGREEMENT</u>	9
1.9 <u>KNOWLEDGE OR AWARENESS</u>	9
1.10 <u>CONFLICTS</u>	9
<u>ARTICLE 2 PURCHASE AND SALE</u>	10
2.1 <u>PURCHASE AND SALE</u>	10
2.2 <u>PURCHASE PRICE AND PAYMENT</u>	10
2.3 <u>DELIVERY OF SILEX SHARES</u>	10
2.4 <u>SILEX DISCLOSURE LETTER</u>	10
<u>ARTICLE 3 CLOSING</u>	11
3.1 <u>PLACE AND CLOSING TIME</u>	11
3.2 <u>CLOSING DELIVERABLES</u>	11
<u>ARTICLE 4</u>	12
4.1 <u>ORGANIZATION</u>	12
4.2 <u>AUTHORIZATION</u>	12
4.3 <u>NO OTHER AGREEMENTS TO PURCHASE</u>	13
4.4 <u>AUTHORIZED AND ISSUED CAPITAL</u>	13
4.5 <u>OPTIONS</u>	13
4.6 <u>OWNERSHIP OF PURCHASED SILEX SHARES</u>	13
4.7 <u>SUBSIDIARIES</u>	13
4.8 <u>NO VIOLATION</u>	13
4.9 <u>BUSINESS OF SILEX</u>	14
4.10 <u>OWNERSHIP, SUFFICIENCY, AND INTEREST IN ASSETS</u>	14
4.11 <u>MINERAL CONCESSIONS</u>	14
4.12 <u>LICENSES</u>	14
4.13 <u>ACCOUNTS PAYABLE</u>	15
4.14 <u>LIABILITIES, DEFECTS AND ENCUMBRANCES</u>	15
4.15 <u>INSURANCE</u>	15
4.16 <u>AGREEMENTS AND COMMITMENTS</u>	15
4.17 <u>LICENSES; COMPLIANCE WITH LAWS AND GOVERNMENTAL AUTHORIZATION</u>	16
4.18 <u>CONSENTS AND APPROVALS</u>	16
4.19 <u>FINANCIAL STATEMENTS</u>	16
4.20 <u>BOOKS AND RECORDS</u>	16
4.21 <u>MINUTE BOOKS</u>	17
4.22 <u>PROPERTY AND ASSETS</u>	17
4.23 <u>ABSENCE OF CHANGES</u>	17
4.24 <u>TAXES</u>	17
4.25 <u>LITIGATION</u>	18
4.26 <u>ACCOUNTS AND ATTORNEYS</u>	18
4.27 <u>DIRECTORS AND OFFICERS</u>	18
4.28 <u>ENVIRONMENTAL</u>	18
4.29 <u>EMPLOYEE PLANS</u>	19

4.30	COLLECTIVE AGREEMENTS	19
4.31	EMPLOYEES	19
4.32	ENVIRONMENTAL, HEALTH AND SAFETY FULL DISCLOSURE	19
4.33	NAME AND LOCATION OF BUSINESS	19
4.34	CORRUPTION OF FOREIGN PUBLIC OFFICIALS ACT	19
ARTICLE 5		20
5.1	ORGANIZATION	20
5.2	AUTHORIZATION	20
5.3	BANKRUPTCY	20
5.4	POWER AND CAPACITY	20
5.5	NO ACTIONS	20
5.6	AUTHORIZATIONS	21
5.7	EXECUTION OF AGREEMENT	21
5.8	ANTI-MONEY LAUNDERING	21
5.9	SUFFICIENT FUNDS	21
ARTICLE 6 COVENANTS		21
6.1	CONDUCT OF BUSINESS BEFORE CLOSING	21
6.2	COVENANTS OF BEN FOLLOWING EXECUTION	22
6.3	COVENANTS OF BEN FOLLOWING CLOSING	22
6.4	ACCESS TO INFORMATION – BEN	22
6.5	CLOSING CONDITIONS	22
6.6	PUBLIC ANNOUNCEMENTS	22
6.7	TRANSFER TAXES	23
6.8	EXCLUSIVITY	23
6.9	FURTHER ASSURANCES	23
ARTICLE 7 CONDITIONS TO CLOSING		23
7.1	CONDITIONS TO OBLIGATIONS OF ALL PARTIES	23
7.2	CONDITIONS TO OBLIGATIONS OF BEN	24
7.3	CONDITIONS TO OBLIGATIONS OF AUMN	24
ARTICLE 8 LIABILITY AND INDEMNITY		25
8.1	INDEMNIFICATION BY BEN	25
8.2	INDEMNIFICATION BY AUMN	25
8.3	LIMITATION OF LIABILITY	25
8.4	INDEMNIFICATION PROCEDURES	26
8.5	TAX TREATMENT OF INDEMNIFICATION PAYMENTS	26
8.6	EXCLUSIVE REMEDY	26
ARTICLE 9 TERMINATION		27
9.1	TERMINATION	27
9.2	EFFECT OF TERMINATION	27
ARTICLE 10 GENERAL		27
10.1	SURVIVAL	27
10.2	EXPENSES	27
10.3	NOTICES	28
10.4	HEADINGS	29
10.5	SEVERABILITY	29
10.6	TIME OF ESSENCE	29
10.7	ENTIRE AGREEMENT	29
10.8	SUCCESSORS AND ASSIGNS	29
10.9	NO THIRD-PARTY BENEFICIARIES	29
10.10	AMENDMENT AND MODIFICATION	29
10.11	WAIVER	30

10.12	GOVERNING LAW	30
10.13	COUNTERPARTS	30
SCHEDULE A		32

SHARE PURCHASE AGREEMENT

THIS AGREEMENT dated the 27th day of September 2024,

BETWEEN:

BUTTE ENERGY INC., a corporation existing under the laws of the Province of British Columbia

(“**BEN**”)

- and -

GOLDEN MINERALS COMPANY, a corporation existing under the laws of the State of Delaware

(“**AUMN**”)

WHEREAS:

- A. AUMN is the beneficial owner of 100% of the issued and outstanding shares of Silex Argentina S.A. (“**Silex**”), an indirect wholly owned subsidiary of AUMN incorporated and existing under the laws of Argentina;
- B. Silex is the sole owner of the Assets (as defined herein) which comprise the El Quevar project in Argentina;
- C. BEN wishes to purchase, and AUMN wishes to sell, through Silex Spain and ASM (as hereinafter defined), all of the issued and outstanding shares of Silex, comprised of the Silex Purchased Shares and the Silex Required Share (the “**Silex Shares**”), subject to the terms and conditions of this Agreement; and
- D. AUMN and BEN executed a binding letter of intent dated August 30, 2024 setting forth the general commercial terms and conditions for the transaction contemplated herein (the “**LOI**”). This Agreement supersedes and replaces the LOI.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals, this Section and the schedules attached hereto, the following capitalized words and phrases shall have the following meanings:

“**Affiliates**” means any Person which Controls or is Controlled by a Party to this Agreement, or which Controls or is Controlled by a Person which Controls such Party.

“**ASM**” means ASM Services S.A.R.L., a direct wholly owned subsidiary of AUMN incorporated and existing under the laws of Luxembourg.

“**Assets**” means the Mineral Concessions, Licenses and the Tangibles.

“**AUMN**” has the meaning set out in the recitals hereto.

“**AUMN Threshold Amount**” means an amount equal to 10% of the Purchase Price.

“**Basket Amount**” has the meaning ascribed to it in Section 8.3(b).

“**BEN**” has the meaning set out in the recitals hereto.

“**Business**” means the business conducted immediately prior to the Closing Date by Silex and all operations related thereto including, without limitation, the exploration of the Mineral Concessions, other than the holding of the Colque Share.

“**Business Day**” means any day other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia or Denver, Colorado, and shall encompass the entire period from 8:00 a.m. to 4:30 p.m. of such day.

“**CFPOA**” has the meaning ascribed to it in Section 4.34.

“**Closing**” means the completion of the sale by AUMN, and the purchase by BEN of, the Silex Shares pursuant to this Agreement.

“**Closing Date**” has the meaning ascribed to it in Section 3.1.

“**Colque**” means Colque Exploraciones S.A., an indirect wholly owned subsidiary of AUMN incorporated and existing under the laws of Argentina.

“**Colque Share**” means the one (1) share in the capital of Colque held by Silex prior to the Silex Pre-Closing Reorganization.

“**Contract**” means any contract, agreement, lease, license, arrangement, joint venture or partnership (whether oral or written) to which a Person is a party or by which such Person or any of its properties or assets is bound or under which such Person has rights.

“**Control**” or “**Controlled**” means the possession, either directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, through one or more intermediaries or otherwise, and whether by virtue of the ownership of shares or other equity interests, the holding of voting rights or contractual rights, partnership interests, trust arrangement or other means, provided that direct or indirect ownership of shares of a corporation carrying not less than fifty (50%) percent of the voting rights shall constitute control of such corporation.

“**Encumbrances**” means any lien, pledge, hypothecation, charge, mortgage, security interest or encumbrance and any agreement, contract, license, undertaking, engagement or commitment of any nature, written or oral, option, right or privilege (whether by law, contract or otherwise) capable of becoming any

of the foregoing which affects the exclusive right and full power to sell, transfer and assign the full legal and beneficial ownership of the Silex Shares to BEN (or as BEN may otherwise direct).

“**Environmental Laws**” has the meaning ascribed to it in Section 4.28(a).

“**Environmental Liabilities**” means any and all environmental damage, contamination, or other environmental problems under Argentinian laws pertaining to or caused by the Assets or operations thereon or related thereto, however and by whomsoever caused, including any activities conducted by or on behalf of Silex, or any or all of their respective predecessors in interest and whether caused by a breach of the applicable Environmental Laws or otherwise, which occur or arise in whole or in part or relate to any time or period prior to Closing, and regardless of whether or not a reclamation certificate has been issued. Without limiting the generality of the foregoing, such environmental damage or contamination or other environmental problems shall include those arising from or related to: (i) surface, underground, air, ground water, surface water or marine environment contamination; (ii) the restoration, clean-up or reclamation of or failure to restore, clean-up or reclaim any part of the Assets; (iii) the breach of applicable Environmental Laws in effect at the applicable time; (iv) the removal of or failure to remove foundations, structures or equipment; (v) the release, spill, escape or emissions of Hazardous Substances; and (vi) damages and Losses suffered by third parties as a result of any of the occurrences in Subsections (i) through (v) of this definition.

“**Financial Statements**” means the annual audited financial statements of Silex for the period ended December 31, 2023.

“**Fundamental Representations**” means the representations and warranties of AUMN in Sections 4.1 (Organization), 4.3 (No Other Agreements to Purchase), 4.5 (Options), and 4.6 (Ownership of Silex Shares).

“**Governmental Authority**” means any government, regulatory or administrative authority, government department, agency, commission, board or tribunal or court having jurisdiction on behalf of any nation, province or state or subdivision thereof or any municipality, district or subdivision thereof.

“**Hazardous Substances**” means any pollutants, contaminants, chemicals or industrial toxic or hazardous wastes or substances.

“**Initial Deposit**” has the meaning ascribed to it in Section 2.2(a).

“**Interim Period**” means the period between the close of business on the date of this Agreement and the Closing.

“**Lands**” means the lands and geological formations within the boundaries identified as the “El Quevar Project Claim Boundary” in Schedule A to this Agreement.

“**Liabilities**” means any and all liabilities and obligations (other than executory obligations under Contracts) under Argentinian laws; whether tortious, contractual (other than executory obligations under Contracts), vicarious, statutory or otherwise; whether absolute or contingent; and whether based on fault, strict liability or otherwise.

“**Licenses**” means all leases, licenses, permits, approvals, consents, certificates, registrations or authorizations and other documents of title by virtue of which Silex is entitled to conduct exploration activities upon or under the Lands, and includes, if applicable, all renewals and extensions of such documents and all documents issued in substitution therefor.

“**Limited Claims**” has the meaning ascribed to it in Section 8.3(b).

“**LOI**” has the meaning set out in the recitals hereto.

“**Losses**” means all losses, costs, claims, damages, penalties, fines, assessments, charges, expenses or other liabilities whatsoever, whether contractual (other than executory obligations under Contracts) or tortious, which are suffered, sustained, or incurred by a Party and includes reasonable legal fees on a solicitor and client basis and other professional fees and disbursements on a full indemnity basis, but notwithstanding the foregoing shall not include any liability for indirect, special, punitive, aggravated or consequential damages including business loss, loss of profit, economic loss or income tax liabilities.

“**Material Adverse Effect**” means, in respect of any Party, any fact, event, change, circumstance, effect or other matter that has, or could reasonably be expected to have, either individually or in the aggregate with all other facts, events, changes, circumstances, effects or other matters, with or without notice, lapse of time or both, a material adverse effect on (a) the business, assets, Liabilities, properties, or operations of Silex and the Assets on the one hand, and the business, assets, Liabilities, properties, condition (financial or otherwise), operating results or operations of BEN on the other hand, or (b) the ability of either Party to perform its respective obligations under this Agreement or to consummate timely the transactions contemplated by this Agreement; provided however that no fact, event, change, circumstance or effect relating to any of the following shall be deemed to constitute a Material Adverse Effect: (i) any change or development generally affecting the silver mining industry, (ii) any change in the state of securities, credit, banking, capital or commodity markets in general, (iii) any change in the price of silver, (iv) any change relating to the rate at which any currency can be exchanged for any other currency, (v) any change in global political, economic or financial conditions, (vi) any adoption, implementation, change or proposed change in applicable laws or accounting standards (or in any interpretation of applicable laws or accounting standards), (vii) any epidemic, pandemic or general outbreak of illness or any worsening thereof, (viii) the announcement or execution of this Agreement or the implementation of any of the transactions contemplated herein or any action taken or omitted to be taken pursuant to the Agreement or with the consent or at the direction of the other Party, (ix) any change in the market price or trading volume of the common shares of AUMN or BEN, respectively, (it being understood that the causes underlying any such change in market price or trading volume may, if not otherwise excluded from this definition of Material Adverse Effect, be taken into account in determining whether a Material Adverse Effect has occurred), or (x) any deterioration or diminishment of the financial condition of AUMN and/or Silex.

“**Mineral Concessions**” means the mineral concessions as set out in Schedule A to this Agreement.

“**Outside Date**” means October 31, 2024.

“**Party**” means a party to this Agreement and “**Parties**” means BEN and AUMN.

“**PCMLTFA**” has the meaning ascribed to it in Section 5.8.

“**Person**” means an individual, a partnership, a corporation, a trust, an unincorporated organization, a joint venture, a Governmental Authority or other entity and the heirs, executors, administrators or other legal representatives thereof.

“**Purchase Price**” means the total consideration payable by BEN to AUMN, on behalf of Silex Spain and ASM, for the Silex Shares as set out in Section 2.2.

“**Regulations**” means all statutes, laws, rules, orders, regulations and directions of any Governmental Authorities in effect from time to time and made by any Governmental Authority having jurisdiction over Silex, the Assets, or the transaction contemplated herein.

“**Remaining Amount**” has the meaning ascribed to it in Section 2.2(c).

“**Representatives**” has the meaning ascribed to it in Section 6.8.

“**Required Consent**” has the meaning ascribed to it in Section 4.18.

“**Required Notice, License or Approvals**” has the meaning ascribed to it in Section 4.18.

“**Second Deposit**” has the meaning ascribed to it in Section 2.2(b).

“**Silex**” has the meaning set out in the recitals hereto.

“**Silex Disclosure Letter**” has the meaning ascribed to it in Section 2.4.

“**Silex Pre-Closing Reorganization**” means the transfer of the Colque Share from Silex to AUMN or such other Person as AUMN shall determine appropriate prior to the Closing and the capitalization of approximately USD\$3,000,000 of debt owing by Silex to AUMN.

“**Silex Purchased Shares**” means all of the issued and outstanding shares in the capital of Silex, except for the Silex Required Share.

“**Silex Required Share**” means one (1) share in the capital of Silex, held by ASM prior to Closing in accordance with Argentinian law.

“**Silex Shares**” has the meaning set out in the recitals hereto.

“**Silex Spain**” means Silex Spain S.L., an indirect wholly owned subsidiary of AUMN incorporated and existing under the laws of Spain.

“**Tangibles**” has the meaning ascribed to it in Section 4.22.

“**Taxes**” means all income, capital, sales, excise, value added, goods and services, customs, duties, stamp, documentary, registry, transfer, equity or property taxes imposed by Governmental Authorities; and all penalties, interest and fines or additions attributable to or imposed on or with respect to such taxes.

“**Title Opinion**” means the title opinion rendered by Dr. Diego Mendilaharzu of Mendilaharzu & Associates with respect to the title and the ownership of the Mineral Concessions.

“**TSXV**” means the TSX Venture Exchange.

1.2 Schedules and Exhibits

The following schedules are attached to, form part of, and are incorporated in this Agreement:

Schedule A – Property Description

Such schedules are incorporated herein by reference as though contained in the body of this Agreement.

1.3 Interpretation Not Affected by Headings

The division of this Agreement into articles, Sections, Subsections, and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the meaning,

interpretation or construction of this Agreement. The terms “**this Agreement**”, “**hereof**”, “**herein**”, “**hereto**” and “**hereunder**” and similar expressions refer to this Purchase and Sale Agreement (including the Schedules attached hereto) as may be amended, supplemented or modified, and not to any particular article, section, Schedule or other portion hereof.

1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders. The words “includes” or “including” shall be deemed to mean “including, without limitation”.

1.5 Headings

The expressions “Article”, “Section”, “Subsection”, “recital”, “paragraph” and “Schedule” followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, recital, paragraph and schedule of or to this Agreement.

1.6 Statutory References

Any reference herein to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made to such statute or any such regulations in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

1.7 Invalidity of Provisions

If any of the provisions of this Agreement should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby.

1.8 References in Agreement

Any reference to time refers to the time in Vancouver, British Columbia. Unless otherwise indicated, all references to “dollars” or “\$” herein refer to lawful currency of Canada, all references “USD\$” herein refer to lawful currency of the United States of America, and all references to “AR\$” herein refer to lawful currency of Argentina.

1.9 Knowledge or Awareness

In this Agreement, the stated knowledge, information, belief or awareness of a Party consists only of the actual knowledge or awareness, as the case may be, of the current Chief Executive Officer and Chief Financial Officer of such Party whose normal responsibilities relate to the matter in question in the course of their normal duties and does not include knowledge, information or belief and awareness of any other Person or Persons or any constructive or imputed knowledge.

1.10 Conflicts

Whenever any term or condition, whether express or implied, of any Schedule conflicts with or is at variance with any term or condition of the body of this Agreement, the latter shall prevail. If any term or condition of this Agreement conflicts with a term or condition of the Licenses or the Regulations, the term

or condition of the Licenses or the Regulations will prevail, and this Agreement will be deemed to be amended to the extent required to eliminate any such conflict.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale

Subject to the terms and conditions set forth in this Agreement, BEN hereby agrees to purchase from AUMN, on behalf of Silex Spain and ASM, and AUMN hereby agrees to cause Silex Spain and ASM to sell, assign, transfer, convey and deliver to BEN (or as BEN may otherwise direct), at Closing and in consideration of the payment by BEN to AUMN of the Purchase Price in accordance with Section 2.2, the Silex Shares free from all Encumbrances.

2.2 Purchase Price and Payment

The aggregate purchase price for the Silex Shares shall be USD\$3,500,000 (the “**Purchase Price**”), payable as follows:

- (a) USD\$500,000 in the form of an initial non-refundable deposit (the “**Initial Deposit**”), which amount AUMN acknowledges has been paid in full;
- (b) USD\$500,000 in the form of a second deposit (the “**Second Deposit**”), which amount shall be paid concurrently with the execution of this Agreement; and
- (c) USD\$2,500,000 (the “**Remaining Amount**”), which amount shall be paid at Closing.

At Closing, BEN shall pay the Remaining Amount in immediately available funds to AUMN (or as AUMN may otherwise direct in writing) by way of certified cheque, bank transfer or wire transfer to an account designated in writing by AUMN to BEN, which account will be designated no later than two (2) Business Days before the Closing.

2.3 Delivery of Silex Shares

At Closing, AUMN shall:

- (a) cause Silex Spain to deliver to BEN a stock transfer power signed by Silex Spain in respect of the Silex Purchased Shares, in form and substance satisfactory to BEN, acting reasonably; and
- (b) cause ASM to deliver a stock transfer power signed by ASM in respect of the Silex Required Share to a shareholder designated by BEN, in form and substance satisfactory to BEN, acting reasonably.

2.4 Silex Disclosure Letter

AUMN shall prepare, deliver and execute a disclosure letter (the “**Silex Disclosure Letter**”) arranged in separate parts corresponding to the numbered and lettered sections of this Agreement to which the Silex Disclosure Letter pertains, and in a form acceptable to BEN, acting reasonably. The Silex Disclosure Letter shall be executed and delivered as of the date of this Agreement and brought down as of Closing as a deliverable pursuant to Section 3.2(a) (ii). Each exception to the representations and warranties that are set out in the Silex Disclosure Letter is identified by reference to one or more sections of this Agreement. Any

disclosure contained in the Silex Disclosure Letter is deemed to be constructively disclosed as relating to other sections of the Agreement if it is reasonably apparent on its face that such disclosure is applicable to such other sections. The exceptions to representations and warranties set out in the Silex Disclosure Letter are intended only to qualify and limit the representations and warranties of AUMN, and will not be construed to expand in any way the scope or effect of any of those representations and warranties, and will not be construed to constitute a new representation, warranty or covenant of AUMN. The disclosure of any matter in the Silex Disclosure Letter will not be construed as an admission of any obligation or liability to any third party. No disclosure in the Silex Disclosure Letter relating to any possible breach or violation of any Contract or Regulation will be construed as an admission or indication that any breach or violation exists or has actually occurred.

ARTICLE 3 CLOSING

3.1 Place and Closing Time

The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place virtually by exchange of confirmatory emails of the Parties, on or before the second day after all of the conditions to Closing set forth in Article 7 are either satisfied or waived, or at such other time, date or place as the Parties may mutually agree in writing (the “**Closing Date**”).

3.2 Closing Deliverables

- (a) At the Closing, AUMN shall deliver to BEN the following:
 - (i) a certificate of an officer of AUMN certifying (A) the constating documents of Silex, (B) the resolutions of the board of directors of AUMN, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (C) the representations and warranties, and performance of covenants of AUMN in this Agreement;
 - (ii) a bring down certificate of an officer of AUMN with respect to the Silex Disclosure Letter, as of the Closing Date;
 - (iii) a stock transfer power executed by Silex Spain in respect of the Silex Purchased Shares, in form and substance satisfactory to BEN, acting reasonably;
 - (iv) a stock transfer power executed by ASM in respect of the Silex Required Share to a shareholder designated by BEN, in form and substance satisfactory to BEN, acting reasonably;
 - (v) a certificate of good standing or equivalent for Silex, to be delivered no more than thirty (30) days prior to the Closing Date;
 - (vi) resignations and mutual releases from the directors and officers of Silex, in a form acceptable to BEN, acting reasonably;
 - (vii) all minute books, corporate records and share transfer books or equivalent of Silex; and
 - (viii) evidence of all Required Notice, License or Approvals, and evidence of all Required Consents;

- (b) At the Closing, BEN shall deliver to AUMN the following:
- (i) a written direction of BEN delivered to AUMN, on behalf of ASM, identifying the designated shareholder that the Silex Required Share should be transferred to;
 - (ii) a certificate of an officer of BEN certifying (A) the constating documents of BEN, (B) the resolutions of the board of directors of BEN, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (C) the representations and warranties, and performance of covenants of BEN in this Agreement;
 - (iii) evidence of acceptance by the TSXV of the transactions contemplated in this Agreement;
 - (iv) a certificate of good standing or equivalent for BEN, to be delivered no more than five (5) days prior to the Closing Date; and
 - (v) the Remaining Amount in immediately available funds by way of certified cheque, bank transfer or wire transfer.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF AUMN

AUMN represents and warrants to BEN, as of the date of this Agreement and as at Closing, as follows and acknowledges that BEN is relying on such representations and warranties in connection with its purchase of the Silex Shares:

4.1 Organization

AUMN is duly incorporated and organized and validly subsisting under the laws of the State of Delaware and has the corporate power to beneficially own the Silex Shares and to conduct its business as now being conducted by it.

Silex is:

- (a) duly incorporated and organized and validly subsisting under the laws of Argentina; and
- (b) is duly qualified as a corporation to own the Assets and operate the Business as currently conducted in all jurisdictions in which the nature of its Business or the Assets owned or leased by it makes such qualification necessary.

4.2 Authorization

This Agreement has been duly authorized, executed and delivered by AUMN and is a legal, valid and binding obligation of AUMN enforceable against it in accordance with its terms subject to:

- (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and

- (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of the court.

4.3 No Other Agreements to Purchase

Except as disclosed in the Silex Disclosure Letter, or other than pursuant to this Agreement, no Person has any written or oral agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase or acquisition from AUMN of any of the Silex Shares or Assets.

4.4 Authorized and Issued Capital

The authorized and issued share capital of Silex is AR\$319,207,000 (319,207 shares at AR\$1,000 each).

4.5 Options

No Person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Silex.

4.6 Ownership of Purchased Silex Shares

AUMN, through Silex Spain and ASM, is the legal and beneficial owner of the Silex Shares, with good and marketable title thereto, free and clear of all Encumbrances and, without limiting the generality of the foregoing, none of the Silex Shares are subject to any voting trust, shareholder agreement or voting agreement.

4.7 Subsidiaries

Silex does not legally or beneficially own, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any Person.

4.8 No Violation

The execution and delivery of this Agreement by AUMN and the consummation of the transactions herein provided for will not result in either:

- (a) the breach or violation of any of the material provisions of, or constitute a material default under, or cause the acceleration of any material obligation of AUMN or Silex under:
 - (i) any Contract to which AUMN or Silex is a party or by which any of them is, or their properties are, bound;
 - (ii) any provision of the organizing documents, by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of AUMN or Silex;
 - (iii) any judgment, decree, order or award of any court, governmental body or arbitrator having jurisdiction over AUMN or Silex;
 - (iv) to the knowledge of AUMN or Silex, any applicable Regulation, or

- (b) the creation or imposition of any Encumbrance on any of the Silex Shares or any of the Assets.

4.9 Business of Silex

Other than the Silex Pre-Closing Reorganization, the Business as currently conducted is the only business operation carried on by Silex. All of the Assets owned and used by Silex are set out and situated at the locations as indicated in Schedule A to this Agreement.

4.10 Ownership, Sufficiency, and Interest in Assets

Silex is the legal and beneficial owner of the Assets and has good and marketable title thereto, free and clear of all Encumbrances other than as set forth in the Silex Disclosure Letter. Silex holds all material licenses, permits, consents, approvals, agreements, certificates and regulatory approvals required under any Argentinian laws in connection with the operation of the Business as currently conducted and except as disclosed in the Silex Disclosure Letter, the ownership and use of its Assets and all such licenses, permits, consents, approvals, agreements, certificates and regulatory approvals are in full force and effect and neither AUMN or Silex have received written notice of the revocation, cancellation or curtailment of any of the same.

4.11 Mineral Concessions

Except as disclosed in the Silex Disclosure Letter, the Mineral Concessions have been duly and validly recorded pursuant to the laws of the jurisdiction in which the Mineral Concessions are situated and are in good standing with respect to all filings, fees, Taxes, assessments, work commitments or other conditions applicable thereto.

To the knowledge of AUMN, there is no adverse claim or challenge against or to the ownership of or title to any of the Mineral Concessions and to the knowledge of AUMN, except as disclosed in the Silex Disclosure Letter, there are no outstanding agreements or options to acquire or purchase the Mineral Concessions or any portion thereof. Except as disclosed in the Silex Disclosure Letter or as may be provided for in the Regulations, no Person has any royalty or other similar interest whatsoever in production from any of the Mineral Concessions.

4.12 Licenses

Silex is the beneficial or registered owner of all of the Licenses. Without limiting the generality of the foregoing:

- (a) except as disclosed in the Silex Disclosure Letter, the conduct of the Business as currently conducted complies in all material respects with all applicable regulations, statutes, enactments, laws and by-laws;
- (b) no part of the Licenses have been taken or expropriated by any Governmental Authority nor has any written notice of proceeding in respect thereof been given to Silex; and
- (c) the Encumbrances disclosed in the Silex Disclosure Letter constitute all of the Encumbrances over the Licenses.

4.13 Accounts Payable

Except as disclosed in the Silex Disclosure Letter or disclosed in the Financial Statements, or otherwise incurred in the ordinary course of Business, and other than the amount owing by Silex to AUMN that is the subject of the Silex Pre-Closing Reorganization, there are no accounts payable owed by Silex.

4.14 Liabilities, Defects and Encumbrances

Except as disclosed in the Silex Disclosure Letter or disclosed in the Financial Statements, or otherwise incurred in the ordinary course of Business, Silex has no outstanding Liabilities, including Environmental Liabilities, that have been incurred since January 1, 2021, and the Assets have no Encumbrances.

4.15 Insurance

Silex has such insurance as is required by any Governmental Authority.

4.16 Agreements and Commitments

Except as disclosed in the Silex Disclosure Letter or except for any Contract entered into by Silex in the ordinary course of Business, Silex is not a party to or bound by any contract relating to the Assets, the Business as currently conducted or operations, as follows:

- (a) any continuing contract for the purchase of materials, supplies, equipment or services (other than a continuing contract for the purchase of materials, supplies, equipment or services);
- (b) any employment or consulting Contract or any other written Contract with any officer, employee or consultant other than Contracts terminable by Silex without cause on reasonable notice;
- (c) any profit sharing, bonus, stock option, pension, retirement, disability, stock purchase, medical, dental, hospitalization, insurance or similar plan or agreement providing benefits to any current or former director, officer, employee or consultant;
- (d) any trust indenture, mortgage, promissory note, loan agreement, guarantee or other Contract for the borrowing of money or a leasing transaction;
- (e) any commitment for charitable contributions;
- (f) any Contract for capital expenditures;
- (g) any Contract for the sale of any Assets other than as contemplated in this Agreement;
- (h) any Contract pursuant to which Silex is a lessor of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property;
- (i) any confidentiality, secrecy or non-disclosure Contract (whether Silex is a beneficiary or obligor thereunder) relating to any proprietary or confidential information or any non-competition or similar Contract;
- (j) any license, franchise or other agreement that relates in whole or in part to any intellectual property;
or

- (k) any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of any other Person (except for cheques endorsed for collection).

Silex is not in default or, to the knowledge of AUMN, alleged to be in default in respect of, any Contract relating to the Business as currently conducted to which it is a party or by which it is bound and all such Contracts are in good standing and in full force and effect. To the knowledge of AUMN, it has provided to BEN a complete copy of each material Contract currently in existence with Silex.

4.17 Licenses; Compliance with Laws and Governmental Authorization

Silex has complied in all material respects with all Regulations applicable to the Business as currently conducted, other than as disclosed in the Silex Disclosure Letter. The Silex Disclosure Letter sets out a true and complete list of all material Licenses held by or granted to Silex or related to the Assets, and, to the knowledge of AUMN, there are no other material Licenses necessary to carry on the Business as currently conducted. Each material License is valid, subsisting and in good standing and Silex is not in default or breach of any material License and, to the knowledge of AUMN, no proceeding is pending or threatened to revoke or limit any material License.

4.18 Consents and Approvals

Except as disclosed in the Silex Disclosure Letter, there is no requirement for Silex to make any filing with, give any notice to or to obtain any License (whether governmental, regulatory or otherwise) as a condition to the lawful consummation of the transactions contemplated by this Agreement (the “**Required Notice, License or Approvals**”). Except as disclosed in the Silex Disclosure Letter, there is no requirement under any material Contract relating to the Assets or Business as currently conducted to which Silex is a party or by which it is bound to give any notice to, or to obtain the consent or approval of, any party to such contract relating to the consummation of the transactions contemplated by this Agreement (a “**Required Consent**”).

4.19 Financial Statements

The Financial Statements have been prepared in accordance with the Argentinian professional accounting standards issued by the Argentine Federation of Professional Councils of Economic Sciences (FACPCE), approved by the Professional Council of Economic Sciences of the Province of Salta, applied on a basis consistent with prior periods, are correct and complete and present fairly the assets and liabilities (whether accrued, absolute, contingent or otherwise) of Silex as at the respective dates of the Financial Statements and the revenues, expenses and results of operations of Silex for the respective periods covered by the Financial Statements.

4.20 Books and Records

Since January 1, 2024, all material financial transactions of Silex have been accurately recorded in the books and records of Silex, in accordance with the Argentinian professional accounting standards, with the exception of any accounting period or periods pending to be transcribed in the physical journal book of Silex or except as disclosed in the Silex Disclosure Letter.

4.21 Minute Books

Since January 1, 2021, the minute books of Silex contain accurate and complete records of all material meetings held of, and corporate action taken by, the shareholders, the board of directors and committees of the board of directors of Silex in accordance with Argentinian legislation.

4.22 Property and Assets

The Silex Disclosure Letter contains a complete list of all material tangible depreciable property and assets which are situate in, on or about the Lands or appurtenant thereto and which are used by or on behalf of Silex for the purpose of the exploration of the Mineral Concessions, including equipment, camp structures and facilities, and vehicles (collectively, the “**Tangibles**”), and Silex holds title and ownership of the Tangibles, free of any Encumbrances.

4.23 Absence of Changes

Except as disclosed in the Silex Disclosure Letter, since December 31, 2023, other than the termination of the earn-in agreement between Silex and Barrick Gold Corporation and other than any deterioration or diminishment of the financial condition of Silex and/or AUMN, Silex has carried on the Business as currently conducted and has conducted its operations and affairs in respect of the Business as currently conducted only in the ordinary and normal course consistent with past practice and there has not been:

- (a) any material adverse change in the assets, liabilities, operations or business of Silex;
- (b) any damage, destruction or loss (whether or not covered by insurance) affecting the material assets of Silex;
- (c) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares in the capital of Silex, or any direct or indirect redemption, purchase or other acquisition of any such shares;
- (d) any issuance or sale by Silex, or any Contract entered into by Silex, for the issuance or sale by Silex of any shares in the capital of or securities convertible into or exercisable for shares in the capital of Silex, other than pursuant to the Silex Pre-Closing Reorganization;
- (e) any license, sale, assignment, transfer, disposition, pledge, mortgage or granting of a security interest or other Encumbrance on or over any assets of Silex; or
- (f) any capital expenditure commitments of Silex.

4.24 Taxes

Silex has duly filed on a timely basis all tax returns required to be filed by it and has paid all Taxes that are due and payable, and all assessments, reassessments, governmental charges, penalties, interest and fines due and payable by it, other than as disclosed in the Silex Disclosure Letter. Silex has made adequate provision for Taxes payable by it for the current period and any previous period for which tax returns are not yet required to be filed. There are no actions, suits, proceedings, investigations or claims pending or, to the knowledge of AUMN, threatened against Silex in respect of Taxes, governmental charges or assessments, nor are any material matters under discussion with any Governmental Authority relating to Taxes, governmental charges or assessments asserted by any such authority. Silex has remitted to the

appropriate tax authority when required by law to do so all amounts collected by it for Taxes required to be remitted.

4.25 Litigation

There are no investigations, actions, suits or proceedings pending or, to the knowledge of AUMN, threatened against Silex or the Assets at law or in equity, or before or by any federal, provincial, municipal or other governmental department, court, commission, board, bureau, agency or instrumentality, domestic or foreign, or by or before an arbitrator or arbitration board. There are no judgments, decrees, injunctions or orders of any Governmental Authority or arbitrator against or otherwise relating to Silex or the Assets.

4.26 Accounts and Attorneys

The Silex Disclosure Letter contains a true and complete list showing:

- (a) the name of each bank, trust company or similar institution in which Silex has accounts or safe deposit boxes, the number or designation of each such account and safe deposit box and the names of all Persons authorized to draw thereon or to have access thereto; and
- (b) the name of each person, firm, corporation or business organization holding a general or special powers of attorney from Silex and a copy thereof.

4.27 Directors and Officers

The Silex Disclosure Letter sets out the names and titles of all the officers and directors of Silex.

4.28 Environmental

Since January 1, 2021, except as disclosed in the Silex Disclosure Letter:

- (a) Silex has been, and is currently in material compliance with all applicable Regulations, orders, directives and decisions rendered and made public by any Governmental Authority relating to the protection of the environment or the use, treatment, storage, disposal, discharge, transport or handling of any Hazardous Substances (“**Environmental Laws**”).
- (b) Silex is not required to obtain any licenses, permits, approvals, consents, certificates, registrations and other authorizations under Environmental Laws in connection with the operation of the Business as currently conducted.
- (c) Silex has not received any notice of, nor been prosecuted for an offence alleging, non-compliance with any Environmental Laws, and Silex has not settled any allegation of noncompliance short of prosecution. There are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Assets of Silex, nor has Silex received notice of any of the same.
- (d) Silex has not caused the release, in any manner whatsoever, of any Hazardous Substance on or from any of its properties or assets or any property or facility that it previously owned. Silex has not used, transferred, stored or disposed of any Hazardous Substances other than in compliance with Environmental Laws.

- (e) Silex has not received any notice that it is potentially responsible for a federal, provincial, municipal or local clean-up site or corrective action under any Environmental Laws.

4.29 Employee Plans

Silex has no employee benefit plans other than the health insurance plan with OSDE provided to its employees.

4.30 Collective Agreements

Silex has not engaged in any unfair or illegal labour practice which could have a material adverse effect on the assets, liabilities, operations or business of Silex. There is:

- (a) no unfair labour practice complaint pending or to the knowledge of AUMN, threatened against Silex before the any government tribunal or any court or labour board, and no grievance or arbitration proceedings arising out of or under collective bargaining agreements is so pending or, to the knowledge of AUMN, threatened, either of which would reasonably be expected to have a Material Adverse Effect on Silex; and
- (b) no strike, labour dispute, work slowdown or work stoppage is pending or, to the knowledge of AUMN or Silex, threatened against Silex.

4.31 Employees

Except as disclosed in the Silex Disclosure Letter, Silex is not a party to any contract or arrangement (whether oral or written) with any employee of Silex, which contract or arrangement provides for any salary, commission, bonus or other form of compensation to be paid to an employee.

4.32 Environmental, Health and Safety Full Disclosure

To the knowledge of AUMN, a copy of all environmental or health and safety assessments, audits, reviews or investigations since January 1, 2021, whether in draft or final form, which concern in whole or in part (directly or indirectly) the current or previous operations of Silex and/or the Assets, and which are in the possession or control of AUMN or Silex, have been made available to BEN.

4.33 Name and Location of Business

Since January 1, 2021, Silex has not carried on business under any name other than its legal corporate names and has not carried on business in any jurisdiction other than Argentina.

4.34 Corruption of Foreign Public Officials Act

Neither AUMN or Silex, or, to the knowledge of AUMN, any of AUMN or Silex's directors, officers, employees or agents have taken any action, directly or indirectly, that would result in a violation by such persons of the *Corruption of Foreign Public Officials Act* (Canada), as amended (such act, including the rules and regulations thereunder, the "CFPOA"), including, without limitation, offered, paid, promised to pay or authorized the payment of any money or offer, gift, promise to give or authorized the giving of anything of value to any "foreign public official" (as such term is defined in the CFPOA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the CFPOA, and AUMN and Silex have conducted their businesses in compliance with the CFPOA and have instituted and maintain policies and procedures designed to ensure continued compliance therewith.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BEN

BEN represents and warrants to AUMN, as of the date of this Agreement and as at Closing, as follows and acknowledge that AUMN is relying on such representations and warranties in connection with its sale to BEN of the Silex Shares and its completion of the other transactions contemplated herein:

5.1 Organization

BEN is duly incorporated and organized and validly subsisting under the laws of the Province of British Columbia and has all requisite corporate power, capacity and authority to enter into this Agreement, carry out the transactions contemplated by this Agreement, and to otherwise carry on its business as presently conducted.

5.2 Authorization

This Agreement has been duly authorized, executed and delivered by BEN and is a legal, valid and binding obligation of BEN enforceable against it in accordance with its terms subject to:

- (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and
- (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of the court.

5.3 Bankruptcy

There is no bankruptcy, insolvency, liquidation, winding-up or other similar proceeding in progress, pending or threatened by or against BEN before any court or regulatory or administrative agency, authority or tribunal.

5.4 Power and Capacity

BEN has or prior to the Closing will have, the legal power, capacity and competence and has or will have obtained all necessary approvals by its directors, shareholders partners and others, including all Governmental Authority and third parties, and has or will have taken all other necessary corporate and other actions and proceedings to authorize the entering into and execution of this Agreement and the taking of all actions required pursuant hereto;

5.5 No Actions

There are no current, pending, or, to the knowledge of BEN, threatened, actions, claims, demands, lawsuits, assessments, arbitrations, judgments, awards, decrees, orders, injunctions, prosecutions and investigations, or other proceedings, of, by, against, or relating to, BEN, which would affect BEN's ability to complete the transactions contemplated in this Agreement or have a Material Adverse Effect on BEN, and BEN is not aware of any basis for any such action, claim, demand, lawsuit, prosecution, assessment, arbitration, investigation or other proceeding.

5.6 Authorizations

There is no authorization, license, approval, consent, order or any other action or, or any registration, declaration, filing or notice with or to any Governmental Authority, court, board or arbitrator that is required for the execution or delivery by BEN of this Agreement, or the completion or performance by BEN of any of the transactions contemplated by this Agreement, or the validity or enforceability of this Agreement against BEN, other than the conditional approval of the TSXV.

5.7 Execution of Agreement

The execution, delivery and performance by BEN of this Agreement and any documents contemplated hereunder and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles of incorporation, by-laws, or other organizational documents of BEN; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to BEN; or (c) require the consent, notice or other action by any Person under any Contract to which BEN is a party.

5.8 Anti-Money Laundering

The Purchase Price to be paid by BEN to AUMN hereunder, does not and will not represent the proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, S.C. 2000, c. 17 (the "PCMLTFA") or the CFPOA, and BEN acknowledges that AUMN may in the future be required by law to disclose the name of BEN and other information relating to this Agreement pursuant to the PCMLTFA and/or the CFPOA. To the best of BEN's knowledge, none of the funds to pay the Purchase Price have been or will be derived directly or indirectly from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or are being tendered on behalf of a Person who has not been identified to BEN.

5.9 Sufficient Funds

BEN has sufficient cash on hand or other sources of immediately available funds to enable BEN to make payment of the Remaining Amount in accordance with this Agreement.

ARTICLE 6 COVENANTS

6.1 Conduct of Business before Closing

From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by BEN (which consent shall not be unreasonably withheld or delayed), AUMN will cause Silex to (i) conduct the business of Silex in the ordinary course of business consistent with past practice; and (ii) use commercially reasonable efforts to maintain and preserve intact the Assets and Business of Silex and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with Silex. Without limiting the foregoing, from the date hereof until the Closing Date, AUMN will cause Silex to:

- (a) preserve and maintain the Mineral Concessions, and all of its material Licenses;
- (b) maintain the properties and assets owned, operated or used by Silex in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

- (c) continue in full force and effect without modification all insurance policies, except as required by applicable law;
- (d) defend and protect its properties and assets from infringement or usurpation;
- (e) perform all of its executory obligations under all material Contracts relating to or affecting its properties, assets or business;
- (f) maintain its books and records in accordance with past practice; and
- (g) comply in all material respects with all applicable laws.

6.2 Covenants of BEN following Execution

Following the execution of this Agreement, BEN shall use its commercially reasonable efforts to obtain all required regulatory approvals, including the approval of the TSXV, for the transactions contemplated hereunder on or before the Outside Date.

6.3 Covenants of BEN following Closing

Following Closing, BEN shall allow Colque, who shares the office space with Silex, to continue to use the office space (in the same manner as such office space was used by Colque prior to Closing) for a period of six (6) months from the Closing Date at no cost to Colque and for no rent payable by Colque.

6.4 Access to Information – BEN

From the date hereof until the Closing, AUMN shall continue to (a) afford BEN and its Representatives reasonable access to and the right to inspect all of the properties, assets, premises, books and records, contracts and other documents and data related to Silex and the Assets; (b) furnish BEN and its Representatives with such financial, operating and other data and information related to Silex and the Assets as BEN or any of its Representatives may reasonably request and which are in the possession or control of AUMN; and (c) instruct the Representatives of AUMN to cooperate with BEN in its investigation of Silex and the Assets. Any investigation pursuant to this section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Silex and the Assets.

6.5 Closing Conditions

From the date hereof until the Closing, each Party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in this Agreement.

6.6 Public Announcements

Unless otherwise required by applicable law or stock exchange requirements, prior to Closing, neither BEN nor AUMN shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the others (which consent shall not be unreasonably withheld or delayed). Prior to Closing, each Party shall consult with the other Party prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the transactions contemplated by this Agreement that may be required by applicable Regulations or stock exchange rules, and shall provide the other Party with a reasonable period of time to review and comment on all such press releases or statements prior to the release thereof. To the extent that any such press release or public statement is required by applicable Regulations or by a Governmental Authority, the press release

or public announcement shall be issued or made after consultation with the other Party and after taking into account the other Party's comments. If such advance consultation is not reasonably practicable or legally permitted, to the extent permitted by applicable Regulations, the disclosing Party shall provide the other Party with a copy of any written disclosure made by such disclosing Party as soon as practicable thereafter.

6.7 Transfer Taxes

All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including filing fees, any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder or the transactions contemplated hereunder shall be borne and paid by BEN when due. BEN shall, at its own expense, timely file any tax return or other document with respect to such Taxes or fees (and AUMN shall cooperate with respect thereto as necessary).

6.8 Exclusivity

From the date of this Agreement until the earlier of Closing and the termination of this Agreement in accordance with Article 9, AUMN and Silex will not, directly or indirectly, through any officer, director, agent, affiliate, employee, advisor ("**Representatives**") or otherwise: (i) solicit or initiate the submission of any proposal (other than the transactions contemplated herein) or offer from any Person relating to any acquisition of Silex and/or the Assets, or other similar transaction or business combination involving the business of Silex and/or the Assets (an "**Alternative Transaction**"), or (ii) participate in any negotiations or discussions regarding or furnish to any other Person any information with respect to, or otherwise cooperate in any way with or facilitate, any effort or attempt by any other Person to do or seek such Alternative Transaction. AUMN and Silex shall immediately and in any event no later than within twenty-four (24) hours inform BEN of any such request, solicitation, enquiry or communication with a third party related to an Alternative Transaction. Notwithstanding the foregoing, the foregoing provisions shall not restrict or prohibit AUMN from pursuing any transaction, including any business combination, merger, arrangement, amalgamation, consolidation or sale of all or substantially all assets, involving AUMN and/or its Affiliates and/or their respective assets other than Silex and the Assets.

6.9 Further Assurances

Following Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE 7 CONDITIONS TO CLOSING

7.1 Conditions to Obligations of All Parties

The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- (a) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;

- (b) the boards of directors of each of BEN and AUMN shall have unanimously approved this Agreement and the transactions contemplated hereunder;
- (c) BEN shall have received all consents, authorizations, orders and approvals required for consummation of the transactions contemplated herein and AUMN shall have received all consents, authorizations, orders and approvals required for the consummation of the transactions contemplated herein, in each case, in form and substance reasonably satisfactory to BEN and AUMN and no such consent, authorization, order or approval shall have been revoked;
- (d) AUMN and Silex shall have completed the Silex Pre-Closing Reorganization;
- (e) all required third party approvals and consents have been obtained; and
- (f) all government and regulatory approvals and consents, including the approval of the TSXV have been obtained as required to give full effect to the transaction contemplated by this Agreement, including receipt of:
 - (i) the Title Opinion in a form acceptable to the TSXV;
 - (ii) a current technical report in respect of the Mineral Concessions, compliant with National Instrument 43-101 - *Standards of Disclosure for Mineral Projects* and in a form acceptable to the TSXV; and
 - (iii) financial statements of Silex, in a form acceptable to the TSXV.

7.2 Conditions to Obligations of BEN

The obligations of BEN to consummate the transactions contemplated by this Agreement are subject to the fulfillment or BEN's waiver, at or prior to the Closing or as specifically set out below, of each of the following conditions:

- (a) the representations and warranties of AUMN set forth in this Agreement shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date);
- (b) the covenants to be performed or satisfied by AUMN under this Agreement prior to the Closing Date shall have been performed or satisfied in all material respects on or before the Closing;
- (c) AUMN shall have delivered to BEN the documents and deliveries as set forth in Section 3.2(a); and
- (d) no Material Adverse Effect in respect of Silex shall have occurred during the Interim Period.

7.3 Conditions to Obligations of AUMN

The obligations of AUMN to consummate the transactions contemplated by this Agreement are subject to the fulfillment or AUMN's waiver, at or prior to the Closing, of each of the following conditions:

- (a) the representations and warranties of BEN set forth in this Agreement shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date);
- (b) the covenants to be performed or satisfied by BEN under this Agreement prior to the Closing Date shall have been performed or satisfied in all material respects on or before the Closing;
- (c) BEN shall have delivered to AUMN the payment, documents and deliveries as set forth in 3.2(b); and
- (d) no Material Adverse Effect in respect of BEN shall have occurred during the Interim Period.

ARTICLE 8 LIABILITY AND INDEMNITY

8.1 Indemnification By BEN

Subject to the other terms and conditions of this Article 8, BEN shall defend, indemnify and hold harmless AUMN, their Affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, Losses, costs and expenses, including legal fees and disbursements, arising from or relating to:

- (a) any inaccuracy in or breach of any of the representations or warranties of BEN contained in this Agreement or any document to be delivered hereunder; or
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by BEN pursuant to this Agreement or any document to be delivered hereunder.

Notwithstanding the foregoing, the aggregate amount of Losses that may be recovered from BEN pursuant to this Section 8.1 shall be limited to the Purchase Price.

8.2 Indemnification By AUMN

Subject to the other terms and conditions of this Article 8, AUMN shall defend, indemnify and hold harmless BEN, their Affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, Losses, costs and expenses, including legal fees and disbursements, arising from or relating to:

- (a) any inaccuracy in or breach of any of the representations or warranties of AUMN contained in this Agreement or any document to be delivered hereunder; or
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by AUMN pursuant to this Agreement or any document to be delivered hereunder.

8.3 Limitation of Liability

- (a) The aggregate amount of Losses that may be recovered from AUMN pursuant to Section 8.2, (i) other than with respect to the Fundamental Representations, shall be limited to the

AUMN Threshold Amount, and (ii) with respect to the Fundamental Representations, shall not exceed the amount of the Purchase Price that has actually been paid by BEN to and received by AUMN less the Initial Deposit. For greater certainty, in no event shall AUMN indemnify or be obligated or required to indemnify BEN pursuant to Section 8.2 for aggregate Losses in an amount that exceeds the amount of the Purchase Price actually paid by BEN to and received by AUMN less the Initial Deposit.

- (b) BEN shall not be permitted to enforce any claim for indemnification pursuant to this Agreement (“**Limited Claims**”) until the aggregate amount of such Limited Claims exceeds the amount of \$100,000 in the aggregate (the “**Basket Amount**”). Once Limited Claims in excess of the Basket Amount have been asserted by BEN against AUMN in the aggregate, all claims, including those below the Basket Amount (back to the first dollar) may be pursued except as otherwise limited by this Agreement.

8.4 Indemnification Procedures

Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “**Indemnified Party**”) shall promptly provide written notice of such claim to the other party (the “**Indemnifying Party**”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such action, the Indemnified Party may, but shall not be obligated to, defend against such action in such manner as it may deem appropriate, including, but not limited to, settling such action, after giving notice and details of the proposed settlement to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed).

8.5 Tax Treatment of Indemnification Payments

All indemnification payments made by either Party under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

8.6 Exclusive Remedy

From and after the Closing, and except in the case of fraud, the sole and exclusive monetary remedy for any breach or failure to be true and correct, of any representation or warranty or any covenant or agreement in this Agreement shall be indemnification in accordance with this Article 8. In furtherance of the foregoing, each of the Parties hereby waives, from and after the Closing to the fullest extent permitted by law, any and all other rights, claims and causes of action known or unknown, foreseen or unforeseen, which exist or may arise in the future, that it may have against any BEN or AUMN, as the case may be, arising under or based upon any federal, state, provincial or local law (including any such law relating to environmental matters or arising under or based upon any securities law, common law or otherwise). Notwithstanding the foregoing, this Section 8.5 shall not operate to limit the rights of the Parties to seek equitable remedies (including specific performance or injunctive relief).

**ARTICLE 9
TERMINATION**

9.1 Termination

This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of BEN and AUMN;
- (b) by written notice of either BEN or AUMN to the other Party if the other Party is in breach of any of the provisions of this Agreement and such breach has not been cured by the breaching Party within fifteen (15) days after receipt of notice of such breach from the non-breaching Party; or
- (c) by written notice of either BEN or AUMN to the other Party if Closing has not occurred on or prior to the Outside Date; *provided*, however, that a Party may not provide notice of termination pursuant to this Section 9.1(c) if Closing has not occurred as a result of such Party's breach of this Agreement or inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by such Party pursuant to this Agreement.

9.2 Effect of Termination

- (a) Subject to Section 9.2(b) below, in the event of the termination of this Agreement for any reason, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto.
- (b) If this Agreement is terminated prior to the Closing pursuant to Section 9.1(b) or 9.1(c) above, other than as a result of BEN not satisfying or fulfilling any condition to the Closing that is within its control to satisfy or fulfill and provided that BEN is not in breach of any of the provisions contained in this Agreement, AUMN shall promptly, and in any event no later than thirty (30) days from the date of termination, refund the Second Deposit to BEN, without interest or penalty. In no circumstances will AUMN be required or obligated to refund or repay the Initial Deposit to BEN.

**ARTICLE 10
GENERAL**

10.1 Survival

Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is twelve (12) months from the Closing Date. All covenants and agreements of the Parties contained herein which by their terms are to be performed after Closing shall survive the Closing in accordance with their respective terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party to the breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

10.2 Expenses

All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, subject to Article 8 hereof. For clarity,

any expenses associated with the preparation of the Title Opinion, updating the technical report in respect of the Mineral Concessions, obtaining TSXV acceptance of the transactions contemplated in this Agreement, and, if applicable, updating the Financial Statements, shall be borne by BEN. Any and all filing fees and/or Taxes relating or applicable to or incurred in connection with the transactions contemplated hereunder and/or the transfer of the Silex Shares shall be borne by BEN.

10.3 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to BEN:

Butte Energy Inc.
595 Burrard St, Suite 3123
Vancouver, BC, V7X 1J1

Attention: Geir Liland
Email: [***]

with a copy to:

Farris LLP
25th Floor, 700 West Georgia Street
Vancouver, BC, V7Y 1B3

Attention: Peter M. Roth
Email: [***]

If to AUMN:

Golden Minerals Company
350 Indiana St., Suite 650
Golden, Colorado, U.S.A., 80401

Attention: Pablo Castaños
Email: pablo.castanos@goldenminerals.com

with a copy to:

Fasken Martineau DuMoulin LLP
Bay Adelaide Centre, 333 Bay St. #2400
Toronto, ON M5H 2T6

Attention: John Sabetti
Email: [***]

10.4 Headings

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10.5 Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10.6 Time of Essence

Time shall be of the essence of this Agreement and every part hereof and no extension of this Agreement or any part hereof shall operate as a waiver of this provision.

10.7 Entire Agreement

This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes the LOI and all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The Parties hereby acknowledge and agree that following the date of the Agreement, the LOI shall terminate and be of no force and effect and the Parties shall have no further obligations thereunder. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder and the Schedules, the statements in the body of this Agreement will control.

10.8 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither BEN nor AUMN may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

10.9 No Third-party Beneficiaries

Except as otherwise stipulated in this Agreement, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.10 Amendment and Modification

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

10.11 Waiver

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction).

10.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

BUTTE ENERGY INC.

Per: /s/ Geir Liland

Name: Geir Liland

Title: Chief Executive Officer

GOLDEN MINERALS COMPANY

Per: /s/ Pablo Castanos

Name: Pablo Castanos

Title: Chief Executive Officer

SCHEDULE A

El Quevar Property Description

The El Quevar Project is located in northwestern Argentina, approximately 300 km northwest of the provincial capital of Salta, within the San Antonio de los Cobres municipality, Salta Province (Figure 1). The Project is located close to geographic coordinates 24.3° south latitude and 66.8° west longitude. The 1994 Argentinian Zone 3 GCS POSGAR coordinates for the Yaxtché zone are approximately 3,418,000 E and 7,307,000 N. The El Quevar Project consists of thirty-one (31) mining concessions (approx. 57,000 ha) (Table 1, Figure 2) and seven (7) easements (Table 2). Mining concessions and easements are held in the name of Silex Argentina S.A. (Silex Argentina). Mining concessions are granted in perpetuity as long as the mining protection conditions are met. The easements remain in force while the mining concession to which they serve subsists. Surface rights at the El Quevar Project are owned by the province of Salta.

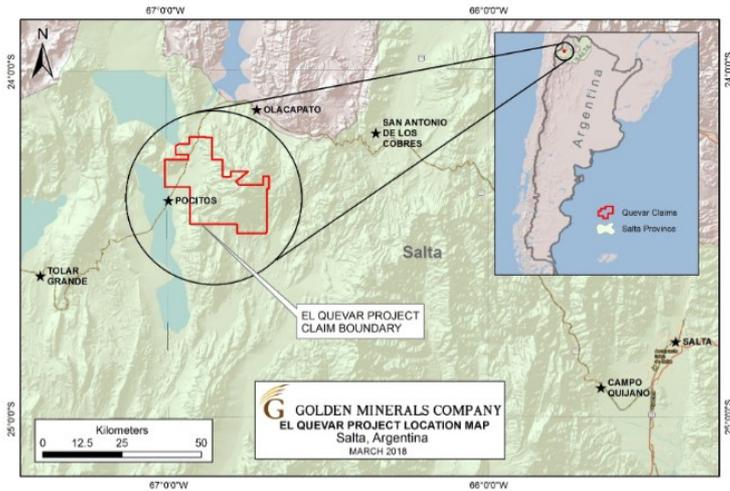


Figure 1 El Quevar in relation to Salta province

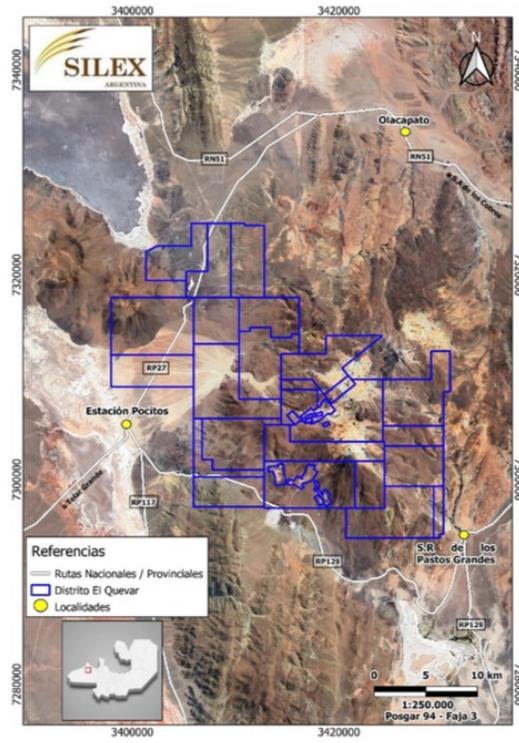


Figure 2 El Quevar mineral claims

Table 1 Table Showing Mineral Tenure at El Quevar

Concession Name	File #	Hectares
Arjona II	18080	3,000.00
Armonia	1542	17.91
Castor	3902	384.10
Mariana	15190	26.31
Quespejahuar	12222	18.00
Quevar 10	20219	1,997.80
Quevar 11	20240	1,988.03
Quevar 12	20360	1,146.48
Quevar 19	20706	3,500.00
Quevar Decima Quinta	20445	3,254.66
Quevar Decimo Tercera	20501	3,354.93
Quevar II	17114	330.04
Quevar IV	19558	3,500.00
Quevar Novena	20215	1,312.99
Quevar Primera	19534	2,626.07
Quevar Quinta	19617	2,242.73
Quevar Séptima	20319	2,301.05
Quevar Sexta	19992	2,493.53
Quevar Tercera	19557	2,999.76
Quevar Veinteava	20988	21,51.58
Quevar Vigésimo Cuarto	21044	468.00
Quevar Vigésimo Primera	20997	3,499.99
Quevar Vigésimo Quinto	21054	1,993.71
Quevar Vigésimo Segundo	21042	2,143.63
Quevar Vigésimo Sexta	22087	992.55
Quevar Vigésimo Tercero	21043	995.63
Quevar Vigésimo Séotima	22403	497.84
Quirincolo I	18036	3,500.00
Quirincolo II	18037	3,500.00
Toro I	18332	436.61
Vince	1578	44.73
		56,718.66

Table 2 Table showing easements in force at the El Quevar Project

Concession Name	File #	Status
Camp Easement	19,137	Granted to Silex
Plant Easement	20,666	Granted to Silex
Road Easement	21,003	Not confirmed – Dossier lost by the Mining Authority of Salta Province. Partial copies of the dossier provided by Silex.
Landfill Easement	21,004	Granted to Silex
Water Easement	21,005	Granted to Silex
Power Easement	21,006	Granted to Silex
Road Easement	21,009	Granted to Silex

[*] CERTAIN INFORMATION IN THIS DOCUMENT HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEM 601(B)(10). SUCH EXCLUDED INFORMATION IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.**

August 6, 2024

Joseph G. Dwyer

[***]
[***]

Dear Joe,

I am pleased to offer you the position of Chief Financial Officer with Golden Minerals Company. You would be responsible for all aspects of our finances company-wide including regulatory filings, interactions with the auditors and the Audit Committee as well as managing our accounting and compliance systems and employees and reporting financial results to the Board. The position also includes the opportunity to contribute substantially to the business development area through economic analysis and financial models for new and existing opportunities. As one of the two named executive officers of the company you and I will be the public face of the company and will interact with investors and shareholders at a variety of public forums.

COMPENSATION

In this exempt position you will report to me. Your annual salary will be US\$225,000.00

BONUS

You will be eligible for an annual target bonus of 50% of base salary, contingent on personal and company performance and Board approval. For exemplary performance, the target payout can double or equal 100% of your salary. Conversely the bonus could be zero. Your annual bonus will be paid in cash or Restricted Stock Units, and open to the discretion of the Board.

RSUs (Restricted Stock Units)

You will be granted 100,000 RSU shares (restricted shares of AUMN), one-third vesting each of the succeeding three years on the anniversary.

We also have an LTI (long term incentive) bonus program which targets RSU share grants, in your case, of 50% value of annual salary. This grant also can pay up to double the target in the case of outstanding personal and company performance. This program is subject to approval of the Board.

CHANGE OF CONTROL

You will be provided with a change of control agreement which will compensate you for two years salary plus target bonus in the event of a change of control of the Company under defined conditions.

BENEFITS

We provide health and welfare benefits including medical, dental insurance for you and your family and life and disability insurance. We have a 401(k) savings plan with company matching contributions up to 3% of annual salary. More details are available in the Company's Employee Handbook and Benefits Summary.

350 INDIANA STREET, SUITE 650, GOLDEN, COLORADO 80401 - MAIN (303) 839-5060
www.GoldenMinerals.com

Authorization to work in the USA

In accordance with the Immigration Reform and Control Act of 1986 you are required to provide verification of your identity and legal rights to work in the United States. The appropriate documents must be presented for the Company's review on your first day of employment.

This offer is contingent upon your written acceptance and a routine background check. Any representations contrary to those contained in this letter which may have been made to you are superseded by this offer and for the Benefits section, by the details of our official company benefits plan. If you accept this offer, the terms described in this letter constitute the terms of your employment with Golden Minerals.

I look forward to joining the Golden Minerals team. We have a corporate goal of increasing shareholder value through sustainable profitable production, new discoveries, and expansion of existing resources. I believe you can make a major contribution to the success of our business. I hope you will find these terms of employment attractive.

The start date is August 15, 2024. If this offer is acceptable to you, please initial the first page, sign below, and return to me by scanned PDF.

Best regards,

/s/ Pablo Castanos

Pablo Castanos President and
CEO

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I accept this offer of employment with the understanding that it is contingent upon a background investigation and that it is not an employment contract. I understand that my employment is at-will, which either I or Golden Minerals may terminate at any time, for any reason, with or without cause and with or without notice. Provisions stated in this offer of employment supersede all prior discussion and negotiations, if any, and no other writing published by Golden Minerals is intended to modify the presumption of at-will employment status.

Accepted and Agreed:

By: /s/ Joseph G. Dwyer

Start date: 8/15/2024

Joseph G. Dwyer

Date: 8/11/2024

Print name

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CERTIFICATIONS

I, Pablo Castaños, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Golden Minerals Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 19, 2024

/s/ Pablo Castaños

Pablo Castaños
President and Chief Executive Officer

I, Joseph G. Dwyer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Golden Minerals Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
 - a. All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 19, 2024

/s/ Joseph G. Dwyer

Joseph G. Dwyer
Senior Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Golden Minerals Company (the "Company") on Form 10-Q for the quarter ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Pablo Castaños

Pablo Castaños

President and Chief Executive Officer

November 19, 2024

/s/ Joseph G. Dwyer

Joseph G. Dwyer

Senior Vice President and Chief Financial Officer

November 19, 2024
