

FIFTH AMENDMENT TO PRE-PAID FORWARD SILVER PURCHASE AGREEMENT

THIS FIFTH AMENDMENT TO PRE-PAID FORWARD SILVER PURCHASE AGREEMENT ("Fifth Amendment") is made as of October 27, 2015, by and among **SANTACRUZ SILVER MINING LTD.** ("Seller"), a company organized under the laws of British Columbia, and **JMET, LLC** ("Buyer"), a Delaware limited liability company, and **SANTACRUZ HOLDINGS LTD., IMPULSORA MINERA SANTACRUZ, S.A. de C.V.** and **OPERADORA MINERA ANACORE, S.A. de C.V.**, (each a "Guarantor" and collectively the "Guarantors"). The Buyer, Seller and Guarantors shall be considered each a "Party" and together the "Parties".

RECITALS

WHEREAS, the Parties previously entered into a Pre-Paid Forward Silver Purchase Agreement dated September 9, 2014 ("Agreement"), a First Amendment to the Agreement ("First Amendment") dated November 6, 2014, a Second Amendment to the Agreement ("Second Amendment") dated November 24, 2014, a Third Amendment to the Agreement ("Third Amendment") dated April 17, 2015, and a Fourth Amendment to the Agreement ("Fourth Amendment") dated July 15, 2015.

WHEREAS, pursuant to paragraph 2 of the Fourth Amendment, "Contract Quantity" was amended to mean: (a) a total of 2,600,000 Ounces of Silver under a delivery schedule of: (i) 0 Ounces of Silver for each month from and including September 2014 through September 2015, (ii) 52,000 Ounces of Silver for each month from and including October 2015 through August 2019; and (iii) 208,000 Ounces of Silver due on the Monthly Delivery Date for October 2016, which amount includes the 52,000 Ounces due as scheduled for October 2016 (as set forth in (ii) above), as well as the 52,000 Ounces for each of the months of July 2015, August 2015 and September 2015 which prior to the Fourth Amendment were scheduled to be Delivered in those months and which pursuant to the Fourth Amendment are being accepted for Delivery on the Monthly Delivery Date for October 2016; and (b) any Ounces of Silver to be delivered pursuant to Section 7(3) as revised in the Second Amendment; and (c) 44,625 Ounces of Silver on the October 2016 Monthly Delivery Date in consideration for the deferral of Delivery of the July, August and September 2015 Contract Quantity, as defined prior to the Fourth Amendment, to the October 2016 Monthly Delivery Date.

WHEREAS, pursuant to paragraph 3 of the Fourth Amendment, "Scheduled Monthly Quantity" was amended to mean: (i) 0 Ounces of Silver for each month from and including September 2014 through September 2015; (ii) 52,000 Ounces of Silver for each month from and including October 2015 through August 2019; (iii) 208,000 Ounces of Silver due on the Monthly Delivery Date for October 2016, which amount includes the 52,000 Ounces due as scheduled for October 2016 (as set forth in (ii) above), as well as the 52,000 Ounces for each of the months of July 2015, August 2015 and September 2015 which prior to the Fourth Amendment were scheduled to be Delivered in those months and which pursuant to the Fourth Amendment are being accepted for Delivery on the Monthly Delivery Date for October 2016 (iv) including any Ounces of Silver to be delivered pursuant to Section 7(3) as revised in the Second Amendment; (v) and 44,625 Ounces of Silver in consideration for the deferral of Delivery of the July, August and September 2015 Contract Quantity, as defined prior to the Fourth Amendment, to the October 2016 Monthly Delivery Date.

WHEREAS, Seller has voluntarily and specifically requested Buyer defer Delivery of the Scheduled Monthly Quantity of Silver on the Monthly Delivery Date, which is due to commence October 27, 2015 as such date was amended by the Fourth Amendment.

WHEREAS, the Parties now desire to amend, replace and add certain terms of or to the Agreement and of or to the Fourth Amendment in connection with the "Contract Quantity" and "Scheduled Monthly Quantity" and revise the commencement of the Monthly Delivery Date schedule.

WHEREAS, capitalized terms as used in this Fifth Amendment and not defined herein shall have the meaning ascribed to such term as set forth in the Agreement, as modified by the First Amendment, the Second Amendment, the Third Amendment and/or the Fourth Amendment

NOW, THEREFORE, for good and valuable consideration as set forth herein, including the mutual benefits to be derived herefrom, the receipt and adequacy of which are hereby confessed and acknowledged, the Parties agree as follows:

1. Seller Voluntary Request. The Seller voluntarily requests a deferral of the commencement of the Deliveries of the Scheduled Monthly Quantities from the Monthly Delivery Date of October 2015 for a period of one (1) month.
2. "Contract Quantity." The definition of "Contract Quantity" is hereby amended to mean (a) a total of 2,600,000 Ounces of Silver under a delivery schedule of: (i) 0 Ounces of Silver for each month from and including September 2014 through November 2015; (ii) 156,000 Ounces of Silver for the month of December 2015; (iii) 52,000 Ounces of Silver for each month from and including January 2016 through August 2019; and (iv) 208,000 Ounces of Silver due on the Monthly Delivery Date for October 2016, which amount includes the 52,000 Ounces due as scheduled for October 2016 (as set forth in (iii) above), as well as the 52,000 Ounces for each of the months of July 2015, August 2015 and September 2015; and (b) any Ounces of Silver to be delivered pursuant to Section 7(3) as revised in the Second Amendment; and (c) 44,625 Ounces of Silver on the October 2016 Monthly Delivery Date in consideration for the deferral of Delivery of the July, August and September 2015 Contract Quantity, as defined prior to the Fourth Amendment, to the October 2016 Monthly Delivery Date.
3. "Scheduled Monthly Quantity." The definition of "Scheduled Monthly Quantity" is hereby amended to mean: (i) 0 Ounces of Silver for each month from and including September 2014 through November 2015; (ii) 156,000 Ounces of Silver for the month of December 2015; (iii) 52,000 Ounces of Silver for each month from and including January 2016 through August 2019; (iv) 208,000 Ounces of Silver due on the Monthly Delivery Date for October 2016, which amount includes the 52,000 Ounces due as scheduled for October 2016 (as set forth in (iii) above), as well as the 52,000 Ounces for each of the months of July 2015, August 2015 and September 2015 (v) including any Ounces of Silver to be delivered pursuant to Section 7(3) as revised in the Second Amendment; and (vi) 44,625 Ounces of Silver in consideration for the deferral of Delivery of the July, August and September 2015 Contract Quantity, as defined prior to the Fourth Amendment, to the October 2016 Monthly Delivery Date.
4. "Second Revised Initial Monthly Delivery Date". In addition to the requirements of Section 3 (iv), (v) and (vi), Seller shall commence delivery of 52,000 Ounces of Silver on the Monthly Delivery Date for January 2016, the "Second Revised Initial Monthly Delivery Date" and not on the Revised Initial Monthly Delivery Date.
5. Default Rate of Interest. Seller shall also deliver on the Second Revised Initial Monthly Delivery Date and not on the Revised Initial Monthly Delivery Date the interest, calculated at the Default Interest Rate, on an amount equal to the product of the Silver Shortfall and the Silver Price Discount for the months of July, August, September, October and November, 2015 from the applicable Monthly Delivery Date, through the Second Revised Initial Monthly Delivery Date. Failure to pay such interest on the Second Revised Initial Monthly Delivery Date, shall constitute an Event of Default under the Agreement.

6. Reaffirmation of Agreement. Except as set forth in this Fifth Amendment, all remaining terms and conditions of the Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall remain in full force and effect and enforceable in accordance with such terms and conditions

7. Reaffirmation of Third Amendment. Seller acknowledges and reaffirms its obligation, pursuant to the Third Amendment to pay to Buyer, on or before December 31, 2015 the sum of \$5,000,025, which sum is accruing default rate interest of 25% annually commencing April 1, 2015 through August 1, 2015, and 30% default rate annual interest thereafter until the entire outstanding balance is repaid. Seller further acknowledges interest payments due to Buyer, calculated on the daily outstanding balance, shall be paid on September 30, 2015 and December 31, 2015.

8. Consideration. As consideration for the deferral of Delivery as set forth herein, Seller shall pay to Buyer the sum of \$100,000 which sum shall be payable either in cash due to Buyer the earlier of November 30, 2015, or as part of a promissory note given by Seller to Buyer at the closing of a transaction resulting in the termination of the Agreement, including the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment.

9. No Waiver of Buyers Rights or Remedies. Pursuant to Section 24(1) of the Agreement, the limited waiver of exercising any and all rights upon the occurrence of a default as is being permitted in this Fifth Amendment, does not constitute a continuing waiver beyond the Second Revised Initial Monthly Delivery Date, in connection with the default as declared herein, nor shall it prevent Buyer from subsequently enforcing any provisions of the Agreement not waived or from acting on any subsequent breach of or default.

10. Governing Law. This Fifth Amendment is governed by the laws of the State of New York and incorporates Section 17 of the Agreement herein.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SANTACRUZ SILVER MINING LTD.

as Seller

By: "ARTURO PRESTAMO"

Name: Arturo Prestamo

Title: Chief Executive Officer

JMET, LLC

as Buyer

By: "MATTHEW SMITH"

Name: Matthew Smith

Title: Managing Director and Chief Operating Officer

GUARANTORS:

SANTACRUZ HOLDINGS LTD.

as a Guarantor

By: “ARTURO PRESTAMO”
Name: Arturo Prestamo
Title: Chief Executive Officer

IMPULSORA MINERA SANTACRUZ, S.A. de C.V.

as a Guarantor

By: “ARTURO PRESTAMO”
Name: Arturo Prestamo
Title: Chief Executive Officer

OPERADORA MINERA ANACORE, S.A., de C.V.

as a Guarantor

By: “ARTURO PRESTAMO”
Name: Arturo Prestamo
Title: Chief Executive Officer