

Robert Harrington  
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September 3, 2025

## TIME SENSITIVE OFFER TO PURCHASE SHARES OF ECI

Dear Shareholder of ECI Exploration and Mining Inc. ("ECI" or the "Company"):

**Re: Offer to Purchase Shares of ECI – OPEN UNTIL SEPTEMBER 17, 2025**

I am writing to you to provide you with an offer to purchase common shares of ECI (each, an "ECI Share") at a purchase price of US\$0.016 per share. This offer is being extended to all minority shareholders of ECI and will remain open until September 17, 2025. I strongly encourage you to review the terms of the offer set out below (the "Offer"), together with the accompanying disclosure document on ECI, to consult with your professional advisors and complete your own due diligence before making any investment decision. I am able to make this offer as the result of having entered into an agreement with ECI's majority shareholder who has granted me an option to buy their entire position in ECI for the same price that I am offering it to you, at US\$0.016 per share. This option was secured following more than a year of unsuccessful efforts by ECI and the majority shareholder to sell the Company to other interested parties. The primary impediment to such a transaction has been, and continues to be, the lack of registered title to the principal asset, the Indé mine in Mexico, held by ECI through its Mexican subsidiaries. Additional risks exist and are outlined below. This letter outlines the terms on which I have agreed to acquire certain ECI Shares, and to offer you, as minority shareholders the opportunity to do the same. The entire proposed transaction is outlined in the attached materials and is time sensitive. If you have any additional questions, I will be happy to answer them and have set up a dedicated phone line and email address for this purpose.

### **The Sentient Agreement**

Sentient Executive GP III Ltd. and Sentient Executive GP IV Ltd. (together "Sentient"), the majority shareholder of ECI, intend to sell all of their shares in ECI. Sentient and I have entered into an agreement (the "Sentient Agreement") pursuant to which: (i) I have agreed to purchase, subject to certain conditions, 100,955,208 ECI Shares from Sentient at a price of US\$0.016 per share; and (ii) I have been granted an option to acquire up to 100% of Sentient's other ECI Shares at a price of US\$0.016 per share. Sentient currently holds 993,762,730 ECI Shares, representing approximately 93.81% of the issued and outstanding 1,059,352,381 ECI Shares. I was able to secure the Sentient Agreement on the condition that I agreed to purchase a minimum of 100,955,208 ECI Shares from Sentient. I am extending, to all current shareholders of ECI (other than Sentient), the option to acquire any or all of the remaining 892,807,522 ECI Shares at a price of US\$0.016 per share. For clarity, ECI itself is not a party to this transaction.

As a current shareholder, and subject to your eligibility under applicable securities law exemptions as outlined below, you may elect to participate in the Offer by agreeing to purchase any number of ECI Shares, up to the maximum of 892,807,522 shares, for an aggregate purchase price of up to US\$14,284,920.35. If total purchases are less than the available number of shares, you will be entitled to acquire the full number of shares that you requested to purchase. If the total requests for purchase exceed the available number of ECI Shares, allocations will be made on a *pro-rata* basis, calculated as follows ("Adjustment"):

$$\frac{892,807,522}{\text{the total number of ECI Shares all shareholders requested to purchase}} \times \text{the number of ECI Shares you requested to purchase}$$

If you wish to purchase ECI Shares on these terms, you must email me a completed and signed notice, attached as Schedule "B" (the "Notice"), with the completed Exhibit "1", to me at robert@eciexploration.com no later than 5:00 p.m. (Vancouver time) on September 17, 2025 (the "Expiry Date"). If you provide me with the Notice by the Expiry Date, then you must send the purchase price set out in the Notice to Endeavor Trust Corporation ("Endeavor") (See "Administration of Offer" below) no later than 10:00 a.m. (Vancouver time) on September 24, 2025, (the "Closing Date"). If I do not receive the Notice by the Expiry Date, then you will not have any rights under the Offer.

If I receive the Notice by the Expiry Date but Endeavor does not receive the funds set out in the Notice by the Closing Date, then you will not have any rights under the Offer. Full details are set out under "*Administration of Offer*" below.

Shareholders who do not indicate interest in the Offer will not be contacted.

### **The Issuer Bid**

Prior to the Closing Date, ECI intends to commence a formal issuer bid (the "**Issuer Bid**") to acquire from current shareholders all issued and outstanding ECI Shares at a price of US\$0.016 per share.

It is a condition of the Sentient Agreement that Sentient tenders all of its remaining ECI Shares to ECI in the proposed Issuer Bid. In order for ECI to launch the Issuer Bid, ECI will need to have sufficient funds to purchase Sentient's remaining ECI Shares, which will cost US\$14,284,920 if no Shareholders purchase ECI Shares through the Offer.

I will not complete the Offer if ECI is not in a position to launch the Issuer Bid by the Closing Date. The Issuer Bid, in turn, is conditional upon ECI obtaining sufficient financing to purchase the ECI Shares tendered pursuant to the Issuer Bid. It is currently anticipated that this financing will be provided by a third party pursuant to a US\$15,000,000 loan facility, to be serviced through an associated offtake agreement. Further particulars regarding the Issuer Bid, the proposed loan facility, and the offtake agreement are set out in the attached disclosure document under the heading "*Issuer Bid*".

If ECI does not obtain the proceeds necessary to fund the Issuer Bid, it will be required to seek alternative financing or abandon the Issuer Bid. **If the Issuer Bid cannot proceed, the Offer will not close.**

In addition to the foregoing, the Offer is subject to certain other conditions, which are described under the heading "*Sentient Agreement and Conditions to Closing*" in the attached disclosure document.

### **The Offer**

**You have the following options regarding the Offer:**

1. **Do not Purchase ECI Shares through the Offer /Do Nothing.** If you elect to not purchase any ECI Shares under the Offer, you will continue to hold the same number of ECI Shares you currently own. However, because Sentient holds a substantial majority position in ECI, if other shareholders do not purchase the entirety of Sentient's ECI Shares pursuant to the Offer, and Sentient's remaining ECI Shares are subsequently acquired and cancelled by ECI under the Issuer Bid, your proportionate ownership in ECI will increase. For illustrative purposes, if no shareholders acquire ECI Shares under the Offer, it is anticipated that there will be a total of 166,544,859 ECI Shares outstanding following the completion of the Issuer Bid as opposed to the 1,059,352,381 ECI Shares currently issued and outstanding.

**OR**

2. **Purchase ECI Shares through the Offer.** If you elect to purchase ECI Shares pursuant to the Offer, your holdings will increase by the number of ECI Shares allocated to you (subject to *pro-rata* allocation if the Offer is adjusted) on the Closing Date. If shareholders, in aggregate, do not acquire all of the ECI Shares available through the Offer, the subsequent cancellation of Sentient's remaining shares under the Issuer Bid will result in a further increase in your proportionate ownership in ECI.

Following the Offer, you will have the opportunity to tender any or all of your ECI Shares, including any shares acquired under the Offer, to the Issuer Bid. Any ECI Shares tendered to, and purchased by, ECI in the Issuer Bid will be cancelled, thereby increasing the relative ownership percentage of the remaining shareholders.

Andrew Pullar has agreed to purchase a minimum of 50,477,604 ECI Shares from me. As such, on the Closing Date, Andrew will hold a minimum of 50,477,604 ECI Shares, and I will hold a minimum of 50,477,604 ECI Shares that I will purchase under the Sentient Agreement, and 3,000,000 ECI Shares that I currently hold, for a total of 53,477,604 ECI Shares. If no other shareholders purchase ECI Shares through the Offer, and I do not purchase any additional ECI

Shares from Sentient, then following the cancellation of Sentient's ECI Shares through the Issuer Bid, it is anticipated that Andrew and I will each hold, respectively, approximately 30% and 32% of the then outstanding 166,544,859 ECI Shares.

If shareholders purchase 100,955,208 or more ECI Shares under the Offer, I will have the right, but not the obligation, to elect not to proceed with my own purchase of 100,955,208 ECI Shares under the Sentient Agreement. Instead, I may permit those ECI Shares to be acquired directly by the shareholders through me. In such case, if exactly 100,955,208 ECI Shares are purchased pursuant to the Offer, then following completion of the Issuer Bid, Andrew and I would hold, respectively, 0.00% and 1.80% of the then outstanding 166,544,859 ECI Shares on an undiluted basis and prior to the exercise of any stock options by me.

The disclosure document attached to this letter as Schedule "A" contains important information regarding ECI, which I am providing to help you to make an informed investment decision regarding the Offer. The disclosure document includes, among other matters, information concerning ECI's title (through its subsidiaries) to and ownership of the Indé Mine in Mexico, the loan and offtake agreements to be entered into with a third-party, and certain risk factors associated with an investment in ECI. ECI anticipates providing this disclosure again in connection with the Issuer Bid. **You are strongly encouraged to read the disclosure document in its entirety, including the section entitled "Risk Factors," and to consult with your professional advisors and conduct your own due diligence prior to making any investment decision.**

#### **Administration of Offer**

Shareholders wishing to purchase ECI Shares under the Offer must qualify for an available exemption from the prospectus requirements under Canadian securities laws and any other applicable securities laws. If you wish to participate in the Offer, you will be asked to indicate how you meet the requirements of an "accredited investor" in the Notice attached to this letter as Schedule "B".

To administer the Offer, Endeavor has been engaged to act as an independent escrow agent. Endeavor will enter into an escrow agreement (the "Escrow Agreement") with me and ECI. Under this arrangement, you will send your purchase funds to Endeavor at the wire instructions included in the Notice. Endeavor will hold such funds in escrow pending closing of the Offer. On the Closing Date, Endeavor will release the purchase funds to Sentient in exchange for the ECI Shares that you have purchased. The ECI Shares that you have purchased will then be registered in your name.

The purchase funds will be held in a segregated non-interest-bearing account by Endeavor as escrow agent, pursuant to the Escrow Agreement. If the Offer does not close by October 31, 2025 (the "Outside Date"), then Endeavor will return your funds to you, without interest or deduction.

#### **If you wish to participate in the Offer, please:**

- (a) **Submit your Notice** – Email a completed and signed Schedule "B" Notice to me at [robert@eciexploration.com](mailto:robert@eciexploration.com) by 5:00 p.m. (Vancouver time) on the Expiry Date (September 17, 2025); and
- (b) **Wire funds to Endeavor:** – Wire the purchase funds to Endeavor to the wire instructions included in the Notice by 10:00 a.m. (Vancouver time) on the Closing Date (September 24, 2025). **Funds will need to be paid in U.S. dollars.**

**Receive shares** – Within 10 business days of the Closing Date, ECI's transfer agent will send you a DRS statement representing the ECI Shares. If the Offer was subject to Adjustment, Endeavor will provide notice to you of the reduced number of ECI Shares that you have purchased and return any excess funds to you by cheque. If the Offer does not close by the Outside Date, then Endeavor will return your funds to you, by cheque, without interest or deduction.

If you have any questions, please do not hesitate to contact me email at [robert@eciexploration.com](mailto:robert@eciexploration.com) or by phone at 1-778-370-0512. Please note that this phone number and email address are for the purpose of the Offer and will not be in service after October 1, 2025.

I look forward to hearing from you.

Yours truly,

Signed by:

*Robert Harrington*

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Robert Harrington

**Schedule "A"**  
**Disclosure Document**

*This document is important and requires your immediate attention. If you are in any doubt as to how to deal with it, you should consult your investment dealer, stock broker, bank manager, lawyer or other professional advisor. This document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. The Offer (as defined below) is not being made to Shareholders (as defined below) in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the laws of such jurisdiction.*

*This document and the Offer have not been approved by any securities regulatory authority nor has any securities regulatory authority passed upon the fairness or merits of the Offer or upon the adequacy of the information contained in this document. Any representation to the contrary is an offense.*

This disclosure document (the "Disclosure Document") is being furnished to all shareholders (collectively, the "Shareholders") of record of ECI Exploration and Mining Inc. ("ECI" or the "Company"), other than to Sentient Executive GP III Ltd., and Sentient Executive GP IV Ltd. (together "Sentient") in connection with an offer by Robert Harrington (the "Offer") to purchase up to an aggregate of 892,807,522 common shares in the capital of ECI (each, a "Share") at a price per share of US\$0.016 (the "Purchase Price"), for a maximum aggregate Purchase Price of US\$14,284,920.35.

**THE OFFER**

*General*

Robert Harrington ("Harrington") is pleased to offer, on the terms and subject to the conditions set out in this Disclosure Document and the letter to which this Disclosure Document is attached, the opportunity to purchase up to 892,807,522 Shares at a Purchase Price of US\$0.016 per Share.

As at September 3, 2025, there were 1,059,352,381 Shares of ECI issued and outstanding. Accordingly, the Offer is for approximately 84.29% of the total number of issued and outstanding Shares. The Shares are not listed for trading on any stock exchange.

The Offer will open on September 3, 2025. If a Shareholder would like to participate in the Offer, they must:

- (A) email Harrington a signed and completed Schedule "B" prior to 5:00 p.m. (Vancouver time) on September 17, 2025 (the "Expiry Date"); and
- (B) wire the purchase funds to Endeavor Trust Corporation ("Endeavor") to the wire instructions included in Schedule "B" by 10:00 a.m. (Vancouver time) on September 24, 2025 (the "Closing Date"),

unless the Offer is extended or withdrawn by Harrington.

There is no minimum purchase requirement, however, Harrington reserves the right to withdraw or amend the Offer at any time prior to the issuance of Shares to purchasing Shareholders, in the circumstances described in this Disclosure Document. The completion of any purchase under the Offer remains subject to the conditions set out under the heading "Sentient Agreement and Conditions to Closing" of this Disclosure Document.

The board of directors of ECI has agreed to approve the sale and purchase of Shares if made in accordance with the Offer, however the Offer is being made by Harrington in his personal capacity and not on behalf of ECI. ECI does not make any recommendation to Shareholders as to whether they should purchase Shares pursuant to the Offer.

Harrington, in his sole discretion, will make a final and binding determination regarding all matters relating to the interpretation of the Offer and the validity of any acceptance thereof. The Offer is not being made to Shareholders in any jurisdiction where such offer or acceptance would be unlawful. No person has been authorized to provide information or make any representation concerning the Offer other than Harrington and as set out in this Disclosure

Document. Shareholders should consult their own financial, legal, investment, and tax advisors to determine whether to participate in the Offer, taking into account their individual circumstances. Acceptance of the Offer may have tax consequences, and Shareholders are urged to seek independent professional tax advice.

The Offer is currently expected to close on or about the Closing Date (September 24, 2025), which date may be extended or occur over multiple tranches, at the sole discretion of Harrington.

Except as disclosed in this Disclosure Document or otherwise publicly disclosed, Harrington is not aware of any plans or proposals for material changes in the affairs of ECI, nor is he aware of any undisclosed material facts relating to the Shares or ECI that could reasonably be expected to influence the decision of a Shareholder to accept or reject the Offer.

#### ***Currency***

The Purchase Price will be payable in United States dollars.

#### ***Proration***

All Shareholders (other than Sentient Executive GP III Ltd., and Sentient Executive GP IV Ltd. (together, "Sentient")), in aggregate, are entitled to purchase up to 892,807,522 Shares. Shareholders may indicate their interest in purchasing any number of Shares. If total requests for purchase exceed 892,807,522 Shares, each Shareholder's allocation will be prorated based on the formula (the "Adjustment"):

$$\frac{892,807,522}{\text{the total number of Shares all Shareholders requested to purchase}} \times \text{the number of Shares you requested to purchase}$$

#### ***Sentient Agreement and Conditions to Closing***

The Shares are being offered for purchase by Harrington pursuant to an option he holds to acquire up to 892,807,522 Shares from Sentient under a share purchase and option agreement dated September 2, 2025 (the "Sentient Agreement"). The Sentient Agreement may be terminated at any time by mutual written consent of the parties or by Sentient if the transactions contemplated therein have not been completed by October 1, 2025.

Harrington will not be obligated to complete the purchase of Shares under the Sentient Agreement, and the Offer will not close, if any of the below occur:

- (i) the Sentient Agreement is terminated for any reason, including if the transactions do not close by October 1, 2025, unless such date is extended by Harrington and Sentient;
- (ii) ECI has not launched the Issuer Bid (as defined below) by such September 29, 2025 (see "*Issuer Bid*" in this Disclosure Document);
- (iii) any action, suit or proceeding is threatened, initiated, or pending by any governmental authority, regulatory body, or other person, in any jurisdiction, seeking to challenge, delay, prohibit, or otherwise affect the Offer, the acceptance for payment of some or all of the Shares by Harrington or Sentient, or otherwise relating to the Offer;
- (iv) any approval is withheld, or any statute, rule, regulation, stay, decree, judgment, or order is proposed, enacted, enforced, or deemed applicable that, in the reasonable judgment of Harrington, could result in any of the consequences described in (i), (ii), or (iii) above, or otherwise prohibit, prevent, restrict, or delay completion of the Offer; or
- (v) completion of the Offer would result in any material tax liability to Harrington.

If the Sentient Agreement is terminated, or the Offer does not close by October 31, 2025 (the “**Outside Date**”), then Purchase Price funds provided by Shareholders to Endeavor will be returned in accordance with the Escrow Agreement (as defined below). Notwithstanding the foregoing, Harrington reserves the right to amend or vary the terms of the Offer, including the Expiry Date and the Closing Date, and will communicate any such changes to Shareholders who have notified him of their interest in the Offer before the Expiry Date.

#### ***Ownership of ECI Securities by Harrington***

As of the date of this Disclosure Document, Harrington owns 3,000,000 Shares of ECI and stock options to purchase an additional 30,000,000 Shares at a price of \$0.04 per Share, representing approximately 0.28% of ECI’s outstanding Shares on an undiluted basis, or 3.03% on a partially diluted basis.

If the Sentient Agreement closes, and no Shares are purchased by other Shareholders under the Offer, then Harrington will acquire an additional 100,955,208 Shares from Sentient, of which 50,477,604 will be sold to Andrew Pullar (“**Pullar**”), as described below. Following such purchase from Sentient, but prior to completion of the Issuer Bid, Harrington will own 53,477,604 Shares, representing approximately 5.05% of the 1,059,352,381 issued and outstanding Shares on an undiluted basis, or 7.66% on a partially diluted basis.

Following ECI’s proposed Issuer Bid (see “**Issuer Bid**” in this Disclosure Document), if Sentient tenders all of its remaining Shares as agreed under the Sentient Agreement, ECI would have 166,544,859 issued and outstanding Shares. In that event, Harrington would own 53,477,604 Shares, representing approximately 32.11% of the 166,544,859 then issued and outstanding Shares on an undiluted basis, or 42.47% on a partially diluted basis.

If Shareholders purchase 100,955,208 or more Shares under the Offer, then Harrington will have the right, but not the obligation, to elect not to proceed with his purchase of 100,955,208 Shares under the Sentient Agreement. Instead, Harrington may permit those Shares to be acquired directly by the Shareholders through Harrington. In such case, if exactly 100,955,208 Shares are purchased pursuant to the Offer, then following completion of the Issuer Bid, Pullar and Harrington would hold, respectively, 0.00% and 1.80% of the then outstanding 166,544,859 Shares on an undiluted basis and prior to the exercise of any stock options.

#### ***Arrangement between Harrington and Pullar***

On September 2, 2025, Harrington and Pullar, a director of ECI, entered into a put and call option agreement (the “**Put/Call Option Agreement**”), pursuant to which Pullar has a call option to purchase, and Harrington has a put option requiring Pullar to purchase, 50% of the Shares that Harrington buys from Sentient under the Sentient Agreement for his own account. The purchase price under the Put/Call Option Agreement is US\$0.016 per Share. The Put/Call Option Agreement does not apply to Shares offered to Shareholders under the Offer. Under the agreement, Pullar will purchase at least 50,477,604 Shares for an aggregate purchase price of US\$807,641.66. Completion of this sale is conditional on Harrington completing his purchase from Sentient under the Sentient Agreement.

As of the date of this Disclosure Document, Pullar does not own any securities of ECI. Upon completion of the transactions in the Put/Call Option Agreement, Pullar will own 50,477,604 Shares, representing approximately 4.76% of the 1,059,352,381 issued and outstanding Shares on an undiluted and partially diluted basis. Following the Issuer Bid (assuming Sentient tenders all of its remaining Shares), Pullar would own approximately 30.31% of the issued and outstanding Shares on both an undiluted and partially diluted basis.

#### ***Contracts, Arrangements or Understandings with Shareholders***

Except as described above, to Harrington’s knowledge, there are no contracts, arrangements, or understandings, formal or informal, proposed or in effect between Harrington, ECI, Sentient, Pullar, or any other holder of ECI securities in relation to the Offer. To Harrington’s knowledge, neither ECI nor Harrington has any agreements, commitments, or understandings to purchase Shares other than pursuant to the Offer or the exercise of stock options under ECI’s stock option plan in the ordinary course.

### **FORWARD-LOOKING STATEMENTS**

This Disclosure Document contains forward-looking statements. All statements, other than statements of historical fact that address activities, events or developments that Harrington believes, expects or anticipates will or may occur in the future are forward-looking statements. In some cases, these forward-looking statements can be identified by words or phrases such as "may", "could", "would", "should", "shall", "will", "expect", "is expected", "anticipate", "intend", "plan", "potential", "continue", "believe(s)", "estimate(s)" or variations (including negative variations) of such words and phrases. These forward-looking statements reflect current expectations or beliefs based on information currently available to Harrington. Forward-looking statements in this Disclosure Document include, without limitation, statements with respect to: expectations regarding the Offer closing, on the timing set out herein or at all; ECI launching the Issuer Bid on the terms and timing described herein, or at all; Sentient tendering its Shares to the Issuer Bid; the anticipated shareholdings of the insiders following closing of the Offer and the Issuer Bid; ECI's receipt of loan funds for the Issuer Bid and the terms and timing thereof; and statements regarding ECI's Indé Mine and the progression of title litigation.

The forward-looking statements are based on a number of key expectations and assumptions made by Harrington. Forward-looking statements are subject to a number of risks and uncertainties that may cause the actual results to differ materially from those discussed in the forward-looking statements and, even if such actual results are realized or substantially realized, there can be no assurance that they will have the expected consequences to, or effects on, ECI, Harrington, or the Shareholders. Factors that could cause actual results or events to differ materially from current expectations include, among other things: uncertainties related to ECI's receipt of funding for the Issuer Bid; uncertainties related to the closing of the Offer; the ability of Sentient to terminate the Sentient Agreement in certain circumstances; and other risks and uncertainties related to ECI's business and the Offer, including those described under the heading "*Risk Factors*" in this Disclosure Document.

Any forward-looking statement speaks only as of the date on which it is made and, except as may be required by applicable securities laws, Harrington disclaims any intent or obligation to update any forward-looking statement, whether as a result of new information, future events or results or otherwise. Although Harrington believes that the assumptions inherent in the forward-looking statements are reasonable, forward-looking statements are not guarantees of future performance and, accordingly, undue reliance should not be put on such statements due to their inherent uncertainty.

### **INFORMATION REGARDING ECI**

The information contained or referred to in this Disclosure Document relating to ECI has been provided by ECI and/or its representatives. In preparing this Disclosure Document, Harrington has relied upon ECI to ensure that the Disclosure Document contains full, true and plain disclosure of all material facts relating to ECI. Although Harrington has no knowledge that would indicate that any statements contained herein concerning ECI are untrue or incomplete, neither Harrington nor any of his agents, advisors, or affiliates, assumes any responsibility for the accuracy or completeness of such information or for any failure by ECI to ensure disclosure of events or facts that may have occurred which may affect the significance or accuracy of any such information.

#### *General*

ECI was incorporated under the name 0735650 B.C. Ltd. pursuant to the *Business Corporations Act* (British Columbia) on September 21, 2005. On April 26, 2006 and May 31, 2010, ECI filed articles of amendment respectively changing its name from "0735650 B.C. Ltd. to "Electrum Capital Inc." and from "Electrum Capital Inc." to "ECI Exploration and Mining Inc."

ECI's head office is located at registered and records office is located at Suite 1200 – 750 West Pender Street, Vancouver, British Columbia, V6C 2T8. ECI's head office is located at Suite 1500 – 409 Granville Street, Vancouver, British Columbia, V6C 1T2.

ECI and its subsidiaries are in the business of the exploration and development of mineral properties, with a primary focus on the Indé mine project in Durango, Mexico (the “**Indé Mine**”). ECI is a “non-reporting issuer” under Canadian securities laws, and none of the Shares, nor any other securities of ECI, are listed publicly for trading on a stock exchange.

ECI’s material subsidiaries are as follows:

Subsidiary	Jurisdiction	ECI’s Interest
Electrum Capital Pesquisa de Recursos Minerais Ltda	Brazil	100%
Minera Electrum, S.A. de C.V.	Mexico	99.9950%
Servindé, S.A. de C.V.	Mexico	99.50%
Minera Indé de Durango, S.A. de C.V.	Mexico	80.20%

#### *Capital Structure*

ECI’s authorized share capital is an unlimited number of common shares without par value. As at the date of this Disclosure Document, ECI has 1,059,352,381 Shares issued and outstanding, share purchase options (each, an “**Option**”) outstanding exercisable into 59,800,000 Shares, and share purchase warrants (each, a “**Warrant**”) outstanding exercisable into 14,152,500 Shares.

In the five years preceding this Disclosure Document, ECI has not paid any cash dividends on any existing securities.

#### *Background of Offer*

For over a year, Sentient had been unsuccessfully seeking to divest its holding in the Company, primarily due to ongoing title issues at the Company’s principal asset, the Indé Mine in Mexico, which the Company holds through its Mexican subsidiaries Minera Electrum, S.A. de C.V. (“**MEL**”) and Minera Indé de Durango, S.A. de C.V. (“**MID**”). Through negotiations among Sentient, Harrington, and Pullar, a structure was established whereby an initial purchase of Shares held by Sentient, followed by an Issuer Bid would satisfy Sentient’s requirement for a full equity exit from ECI. Harrington and Pullar, as directors of ECI, approved, in principle, the Issuer Bid through which Sentient may divest the remainder of its Shares of ECI, believing that this sale was in the best interests of ECI and Shareholders.

Following these discussions, Harrington and Sentient entered into the Sentient Agreement on September 3, 2025, with the understanding that: (i) Harrington concurrently entered into the Put/Call Option Agreement with Pullar; (ii) Harrington would make the Offer to minority Shareholders; and (iii) ECI would endeavor to launch an Issuer Bid to all Shareholders, including Sentient, contemporaneously with the closing of the Offer. Under the Issuer Bid, ECI intends to purchase (for cancellation) any Shares held by Sentient that are not acquired by Harrington pursuant to the Sentient Agreement or through the Offer.

#### *Issuer Bid*

The launch of the Issuer Bid is contingent on ECI securing funding to purchase the Shares subject to the bid. ECI is currently negotiating a proposed US\$15,000,000 loan facility (the “**Loan**”) and related offtake agreement with a third-party lender. As of the date of this Disclosure Document, ECI has not received the Loan proceeds nor entered into any definitive agreements regarding the Loan. If the Loan funds are not received by September 29, 2025, ECI will be unable to launch the Issuer Bid, and the Offer will not proceed, unless alternative arrangements are made. See “*Issuer Bid*” below.

The purpose of the Issuer Bid is to repurchase Shares from Sentient, which will result in a proportionate increase in the relative shareholdings of the remaining Shareholders. See “*Issuer Bid – Ownership of Securities and Effect of Bid on Voting Interests*” below.

ECI intends to provide Shareholders with an Issuer Bid circular at the time of launch containing disclosure similar to that in this Disclosure Document. To enable Shareholders to make an informed decision regarding the Offer, ECI has provided Harrington with the information contained in this section of the Disclosure Document. In the event of any inconsistency between this Disclosure Document and the Issuer Bid circular prepared by ECI, Shareholders should rely on ECI’s Issuer

Bid circular. Details regarding matters such as depositary procedures are not included in this Disclosure Document but will be set out in the Issuer Bid circular.

*Issuer Bid - Source of Funds*

ECI expects to fund the purchase of Shares under the Issuer Bid, including all related fees and expenses, using a combination of cash on hand and funds to be made available pursuant to the Loan.

As a condition of the Loan agreement, MID (as subsidiary of ECI) and the lender have contemplated entering into an offtake agreement in respect of the Indé Mine's production (the "Offtake Agreement"), under which the lender would purchase 100% of MID's lead and zinc concentrates produced from the Indé Mine for a fixed term.

There can be no assurance that the Loan will be advanced on the terms described above, or at all. If the Loan is not funded, the Offer and the Issuer Bid will likely not proceed. See "Risk Factors" in this Disclosure Document.

*Issuer Bid - Ownership of Securities and Effect of Bid on Voting Interests*

To the knowledge of Harrington, the following table indicates the number of Shares of ECI beneficially owned, directly or indirectly by Sentient, as a control person of ECI, and of each director and officer of ECI, as at the date of this Disclosure Document and as proposed following the Offer, and as proposed following closing of the Issuer Bid.

Name	Relationship to ECI	Number of Shares held at the date of this Disclosure Document and Launch of Issuer Bid	Percentage of Outstanding Shares held at the date of this Disclosure Document and Launch of Issuer Bid <sup>(1)</sup>	Number of Shares held at Closing of Issuer Bid <sup>(2)</sup>	Percentage of Shares held at Closing of Issuer Bid <sup>(3)</sup>
Sentient <sup>(4)</sup>	Control person	993,762,730	93.81%	Nil	0.00%
Robert Harrington <sup>(5)</sup>	Director and Chief Executive Officer	3,000,000	0.28%	53,477,604	32.11%
Andrew Pullar	Director	Nil	0.00%	50,477,604	30.31%
Samantha Shorter <sup>(6)</sup>	Chief Financial Officer	Nil	0.00%	Nil	0.00%
Claudia Villa <sup>(7)</sup>	Corporate Secretary	Nil	0.00%	Nil	0.00%

**Notes:**

- (1) Calculated based on 1,059,352,381 Shares issued and outstanding.
- (2) These figures assume that the transactions under the Sentient Agreement and Put/Call Option Agreement have completed, and that none of the directors or officers tender Shares to the Issuer Bid.
- (3) Calculated based on 166,544,859 Shares issued and outstanding following the Issuer Bid, which assumes that: (a) the transactions under the Sentient Agreement and Put/Call Option Agreement have completed; (b) no Shareholders purchase Shares under the Offer; and (c) no Shareholders, other than Sentient, sell Shares pursuant to the Issuer Bid.
- (4) Sentient is comprised of Sentient Executive GP III Limited and Sentient Executive GP IV Limited.
- (5) Mr. Harrington also holds 30,000,000 Options of ECI, each which are exercisable into one Share at a price of US\$0.04 until January 21, 2032.
- (6) Ms. Shorter holds 5,000,000 Options of ECI, each which are exercisable into one Share at a price of US\$0.04 until January 21, 2032.
- (7) Ms. Villa holds 5,000,000 Options of ECI, each which are exercisable into one Share at a price of US\$0.04 until January 21, 2032.

If Sentient tenders its Shares under the Issuer Bid, Shareholders who do not tender will experience a proportionate increase in their equity ownership of ECI, corresponding to the reduction in outstanding Shares resulting from purchases made by ECI for cancellation under the Issuer Bid.

*Issuer Bid – Previous Purchases and Distributions*

ECI has not previously purchased any Shares from Shareholders.

In the five years preceding the date of this Disclosure Document, ECI has made the following distributions of securities:

Date	Type of Security	Number Issued	Price per Security	Aggregate Proceeds	Nature of Transaction
December 29, 2021	Shares	475,000,000	US\$0.04 (deemed)	N/A	Debt settlement – ECI settled an aggregate of US\$19,968,425 owed to Sentient pursuant to a loan
December 29, 2021	Shares	4,322,974	US\$0.04	US\$172,919	Private placement
January 21, 2022	Options	61,600,000	Exercise price of US\$0.04 per Share	N/A	Option grant to certain directors, officers, and employees of ECI pursuant to its stock option plan

*Issuer Bid – Acceptance of the Issuer Bid and Benefits*

To the knowledge of Harrington, other than as described in this Disclosure Document in respect of the Offer and the transactions among Harrington, Sentient, and Pullar, no person or company has any agreement, commitment, or understanding to acquire securities of ECI, other than pursuant to the exercise or settlement of outstanding Options or Warrants.

As of the date of this Disclosure Document, no director or officer of ECI has advised ECI of an intention to tender Shares under the Issuer Bid. However, their circumstances or decisions may change, and they may elect to tender Shares at their discretion.

It is a condition to closing of the Sentient Agreement that Sentient agrees to tender all Shares it holds (following completion of the transactions contemplated by the Sentient Agreement) to the Issuer Bid. If no Shares are purchased by Shareholders under the Offer, and Harrington and Pullar do not acquire additional Shares from Sentient, Sentient will tender 892,807,522 Shares to the Issuer Bid for an aggregate purchase price of US\$14,284,920.

Sentient will not receive any benefit from tendering to the Issuer Bid other than the purchase price for Shares tendered and purchased by ECI in accordance with the Issuer Bid. Similarly, no director or officer of ECI will receive any benefit from tendering or not tendering Shares under the Issuer Bid, other than the purchase price for Shares tendered and purchased in accordance with the Issuer Bid.

*Issuer Bid – Material Changes in the Affairs of ECI*

Except as disclosed in this Disclosure Document or otherwise publicly disclosed, Harrington is not aware of any plans or proposals for material changes in its affairs. Harrington is also not aware of any material fact concerning the Shares, or any other matter not previously publicly disclosed and known to Harrington, that would reasonably be expected to affect a Shareholder's decision to tender Shares to the Issuer Bid.

### ***Selected Financial Information of ECI***

The following sets out selected audited financial information for ECI for the financial years ended December 31, 2024 and 2023. The below summary of financial information should be read in conjunction with, and is qualified in its entirety by, ECI's annual audited financial statements for the years ended December 31, 2024 and 2023. Shareholders may request full copies of these financial statements, without charge, by contacting ECI at [claudia@eciexploration.com](mailto:claudia@eciexploration.com).

	For the year ended December 31, 2024 (audited)	For the year ended December 31, 2023 (audited)
	US\$	US\$
Revenue	62,980,382	53,943,392
Net income (loss)	2,556,877	8,720,181
Income (loss) attributable to the parent <sup>(1)</sup>	1,827,540	6,805,518
Comprehensive income (loss)	1,828,495	6,802,337
Total assets	31,661,930	29,813,694
Total liabilities	13,402,194	14,111,790

<sup>(1)</sup> After allocation of income (loss) to the non-controlling interest in MID

### ***Indé Property***

#### **General**

ECI's material mineral property and primary business operation, through its Mexican subsidiaries, is the Indé property located in Durango, Mexico ("Indé" or the "Indé Project") which includes a producing mine on the property, the Indé Mine. ECI's subsidiary MEL currently holds an 80.20% interest in MID. On August 18, 2009, MEL and third-parties (the "MID Minority Shareholders") entered into an exploration and option agreement concerning Indé (the "2009 Agreement"). Pursuant to the 2009 Agreement, MID was created as a joint venture company in 2014 following MEL's exercise of an option to purchase 50% rights to Indé. MID controls and operates Indé and the Indé Mine. After certain capital increases and non-participant dilutions, the MID Minority Shareholders currently hold a 19.80% interest in MID.

On September 1, 2025, the General Shareholders' Meeting of MID, as the supreme body of MID, approved in a General Extraordinary Shareholders' Meeting legally convened, the exclusion of the MID Minority Shareholders, pursuant to the shareholders exclusion rules set forth in the By-laws of MID and in accordance with the applicable legal provisions. The MID Minority Shareholders are entitled to the historic capital value of their contributions of MXN\$99,025,000 as the redemption value of their shareholdings. MID will have to hold a reserve of these funds to be paid to the MID Minority Shareholders at such time the MID Minority Shareholders acknowledge and ratify: (i) the incorporation of MID; and (ii) MID Shareholders' Meeting whereby the transfer of the Indé concessions was effected to MID as a capital contribution in kind (both legal acts in which the minority shareholders had acted through a *negotorium gestor*, a legal figure contemplated in the Mexican Federal Civil Code). Consequently, as of September 1, 2025, MEL owns 99.99% of the shares of MID, subject to administrative legal filings in Mexico.

ECI has recently commissioned a National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* ("NI 43-101") mineral resource estimate technical report on the Indé Project titled "Silver, Lead, Zinc and Gold Indé Project: Polymetallic Primary Sulphide and Silver Gold Oxide Project NI 43-101 Technical Report of Mineral Resources Estimates for Indé Project - Durango, Mexico" with an effective date of April 25, 2025, prepared by independent consultants MB Soluções em Geologia e Mineração Ltda (the "Technical Report"). An overview of the Technical Report is included in this Disclosure Document below; however, the summary is qualified by the full text of the Technical Report. Any Shareholder may request a copy of the Technical Report by contacting ECI at [claudia@eciexploration.com](mailto:claudia@eciexploration.com).

See "Legal Matters" below regarding past litigation and current issues concerning ECI's title to Indé.

#### **Qualified Person**

The scientific and technical information summary provided in this disclosure document has been reviewed and approved by Marcelo Antonio Batelochi, a “qualified person” as such term is defined under NI 43-101.

#### Project Overview & Historical Development

The Indé Project is a polymetallic mining operation located in Durango, Mexico, encompassing a historical mining district with significant past production and current resources. The property hosts a swarm of more than 25 named epithermal veins over roughly 4,000 hectares. Mining activity dates back to at least the mid-20th century: from the 1950s through 1960s several mines were operated by British and American companies, with recorded production of over 900,000 ounces of gold and nearly 5 million ounces of silver. In 1978, the Mexican government recognized the district’s importance by reserving a large land package at Indé for mineral development. ECI, through its subsidiary MID, acquired and modernized the Indé Mine, and in 2025 engaged independent consultants MB Geologia e Mineração Ltda. to prepare the Technical Report with an updated mineral resource estimate (the “MRE”) for the Indé Project. The Technical Report updates a previous NI 43-101 technical report from 2016 and reflects new data from recent drilling and exploration. An existing underground mine is in operation, which produces ore and provides underground access for further exploration of additional veins beyond the current workings.

#### Mineral Resource Base and Classification

The updated MRE for Indé was completed in compliance with NI 43-101 disclosure standards and the CIM Definition Standards. The MRE incorporates revisions to property data (agreements, tenure, royalties), extensive new drilling and sampling results, updated geological interpretations, and refined 3D resource modeling. It builds upon two prior NI 43-101 technical reports for Indé (a 2011 Gustavson Associates report and a 2016 Global Resource Engineering report), the latter of which had supported a preliminary economic assessment. The 2025 MRE delineates a slightly larger resource than previously reported, compared to the 2016 estimate. Mineralization is categorized into Measured, Indicated, and Inferred Resources according to NI 43-101 and CIM guidelines. The Technical Report emphasizes that the MRE is preliminary in nature and includes Inferred Mineral Resources that are not yet demonstrated as economically Mineable Reserves. ECI plans to undertake additional drilling to upgrade Inferred Mineral Resources to higher confidence categories (Measured and Indicated) as part of its development strategy. All MRE figures were estimated using industry-standard methods and have been independently verified by the Technical Report authors.

#### Geological Model and Exploration Activities

Geologically, the Indé Project is characterized by a complex vein system within a broader polymetallic district. Multiple sub-parallel epithermal quartz-carbonate veins rich in silver (Ag), gold (Au), lead (Pb), and zinc (Zn) crisscross the property. In total, over 30 km of cumulative vein strike length have been mapped in the district. Many of these veins have seen intermittent mining over the decades, underscoring the extensive nature of the mineralizing system. In addition to the vein-hosted deposits, Indé also encompasses a skarn-type mineralization (the Matracal zone) at the contact of intrusives with carbonates, which contains copper (Cu), gold and iron and offers a different style of mineralization on the property.

ECI’s exploration efforts have significantly improved the understanding of this geological model. Detailed surface mapping and sampling, combined with modern core drilling, have confirmed an extensive mineral system at Indé. Recent drilling programs expanded the known mineralized zones within the principal veins and discovered new vein extensions and previously unrecognized veins, as evidenced by surface outcrops that were traced to depth. Notably, the exploration data suggest the presence of a larger intrusive body at depth which may have been the primary source of metals for the entire district. This hints at a potential deep porphyry-style target beneath the current vein system. ECI plans to prioritize exploration towards these newly identified veins and the deep intrusive target, as success there could substantially increase the project’s resource base and significance. Overall, the ongoing infill and step-out drilling program has demonstrated potential to further delineate and grow the Indé mineral resources. The fact that an operating underground mine is in place provides a strategic advantage: it facilitates easier access to explore and develop additional veins from underground, accelerating the exploration process.

#### Technical Validation and Data Quality

The Technical Report was prepared and signed off by Mr. Marcelo Antonio Batelochi, a Chartered Professional geologist (MAusIMM CP) a “qualified person” under NI 43-101 (the “QP”). As part of the report preparation, Mr. Batelochi conducted a comprehensive site inspection of the Indé operations from January 12 to 17, 2025. During this visit, he verified critical technical aspects firsthand, including examining drill core and underground workings, reviewing geological logging and sampling procedures, checking drill collar locations and survey data, and inspecting the on-site laboratory and processing facilities. He also reviewed the geological interpretations and wireframe models of the veins, as well as the block modeling and grade estimation processes used in the new resource estimate. These steps were taken to ensure that the data underpinning the resource model are reliable and that the estimation methodology is appropriate.

The Indé MRE estimation methodology was tailored to the deposit’s geology. Given the narrow, steeply dipping vein geometry, the resource model was developed using a specialized block modeling approach with Ordinary Kriging interpolation, incorporating length-weighted full-width vein composites to properly account for variable sample lengths across vein widths. This approach was chosen to reflect actual mining scenarios (where veins are mined full-width without selectivity across narrow widths) and to handle the challenges of 3D estimation in a narrow vein environment. The block model underwent validation (including statistical and visual checks) to confirm that the grade interpolation was done correctly and is representative of the underlying sample data. The QP found the input data of extensive core drilling results, underground channel samples, surface geochemical data, and related analyses to be sufficiently robust and reliable for use in resource estimation, meeting 2019 CIM best practice guidelines. Quality Assurance/Quality Control (QA/QC) protocols (such as the use of standards, blanks, duplicates, and check assays) were in place and were reviewed, with results deemed acceptable for inclusion of the data in the MRE.

#### Mining Operations and Processing Methods

##### *Current Operations*

The Indé Mine is presently a producing mine operating at approximately 500 to 550 tonnes per day (“tpd”) ore throughput. Mining is carried out via underground methods along the main veins, and the ore is brought to surface for processing. The existing production rate categorizes the Indé Mine as a small to medium-scale operation, though the infrastructure has the capacity for expansion. Ore from the mine is processed on-site at a concentrator plant that employs flotation to separate metals into concentrate products. Notably, the plant produces two marketable concentrates: a lead concentrate (which contains the bulk of the silver and gold credits) and a zinc concentrate. Roughly 72% of the silver and 22% of the gold in the feed ore report to the lead (Pb) concentrate, along with the majority of the lead, whereas about 71% of the zinc is recovered into the zinc concentrate. These recovery figures indicate that the valuable precious and base metals are being effectively captured by the current processing scheme. Tailings from the flotation process are disposed of in an engineered valley-fill tailings impoundment; cyclone technology is used in the tailings facility to construct a stable embankment. Waste rock from underground development is deposited at designated areas near mine portals on surface. The site’s arid climate (the Zona Seca dry region of Durango) is a natural advantage, as it reduces the risk of acid rock drainage and related environmental impacts.

##### *Metallurgical Testing*

ECI, through MID, has undertaken various metallurgical test programs to optimize metal recoveries for both sulfide ores (fresh vein material) and oxide ores (partially weathered material). Flotation has been confirmed as the most effective processing method for Indé’s sulfide ores, efficiently recovering lead, zinc, and associated silver/gold into concentrates. For oxide ores, which can be more challenging, conventional flotation yields only moderate precious metal recovery. However, cyanidation (leaching) tests, including scenarios with pre-treatment like roasting, have shown improved recovery of gold and silver from oxide material. Going forward, ECI, through MID, may employ a combination of flotation (for base metal sulfides) and leaching (for tailings or oxide portions) to maximize overall metal recovery from the deposit. Indé processing plant and laboratory are fully equipped, and ongoing metallurgical optimization is part of ECI’s and its subsidiaries’ strategy to improve project economics by boosting metal yields. The existing processing facilities have been inspected by the QP and were found to be well-maintained and suitable for the current scale of operations.

#### Environmental Compliance and Social Responsibility

ECI, through MID, operates the Indé Mine in compliance with applicable Mexican environmental regulations. An environmental management program is in place, which includes regular monitoring, third-party audits, and proactive measures to address historical environmental liabilities, and ECI, through MID, has actively remediated legacy issues from past operators. For example, in September 2023, ECI, through MID, initiated an Environmental Compensation and Restoration Program in coordination with PROFEPA (the federal environmental enforcement agency). Under this program, ECI, through MID, is reclaiming areas disturbed by historical mining, including reforesting approximately 9.74 hectares of land with native plant species. This reforestation and rehabilitation effort is aimed at promoting biodiversity and restoring the natural environment around the mine. PROFEPA is providing oversight, with semi-annual audits and random site inspections to ensure the restoration tasks are progressing as intended.

Water management is also well-regulated at Indé. The mine sits above two groundwater aquifers (Matalotes-El Oro and Buenos Aires aquifers) which have substantial natural recharge and available drawdown capacity. Both aquifers are classified as free-supply zones, meaning the mine's groundwater use is within permissible limits, subject only to registration and fee requirements with the National Water Commission. ECI, through MID, adheres to these requirements, and there have been no issues reported with water availability for the operation. Prior to any future expansion of the mine or plant, ECI, through MID, will secure all necessary permits and approvals as required by Durango state and federal authorities. These would include updates to the Environmental Impact Statement, risk analyses, land use change authorizations, water usage rights, and other permits from agencies such as SEMARNAT, INAH, CNA, and the Municipality of Indé.

ECI, through MID, also has a preliminary Mine Closure Plan in development. The closure plan outlines rehabilitation of the tailings facility, removal of plant and infrastructure, sealing of underground openings, and re-contouring and revegetation of disturbed areas, all with the goal of eliminating long-term environmental liabilities. This plan is being designed to meet both Mexican legal requirements and international best practices, so that the land can be returned to a safe and stable condition for post-mining land uses.

#### Economic Potential and Forward-Looking Development Plans

The Technical Report notes that a previous Preliminary Economic Assessment conducted on the Indé Project indicated favorable economics for expanding production to a rate of approximately 1,500 tpd. In other words, scaling up the mine to about three times its current throughput could be economically viable, given the grades and volumes outlined in the resource model. The updated MRE verifies this finding. The Indé Project's polymetallic nature may provide multiple revenue streams and a natural hedge against metal price fluctuations. Net Smelter Return ("NSR") values per tonne of ore have also improved substantially, with the new model showing roughly a 130% increase in NSR value per tonne compared to the previous study, due to the incorporation of additional high-grade zones and optimized mine plans.

ECI's proposed work programs, to be implemented through MID, include converting the identified Inferred Mineral Resources into the Measured and Indicated categories through infill drilling, thereby providing a stronger basis for future MREs. At the same time, exploration drilling will continue to test the exciting targets identified, namely the newly discovered vein extensions and the deep porphyry potential at depth, which could add entirely new Mineral Resources. In parallel with drilling, ECI plans, through MID, to initiate engineering studies to advance Indé toward a production expansion decision. A feasibility study on the Matracal skarn deposit (an open-pit copper-gold target on the property) has been recommended, which would examine the viability of developing this additional resource. Furthermore, updated pre-feasibility or feasibility studies will analyze options for increasing the underground mine's throughput to a larger scale (for example, evaluating the proposed 1,500 tpd expansion in detail). The 2016 technical report had already suggested pursuing such studies, and the new Technical Report reaffirms that recommendation with an estimated budget of roughly US\$2.25 million for these work programs.

#### Legal Matters

ECI, through its Mexican subsidiaries MEL and MID, is currently party to an ongoing dispute with the MID Minority Shareholders and the Mexican Mining Registry. The dispute centers on MID's effort to register title of the Indé mining concessions in Durango, Mexico, which the MID Minority Shareholders had irrevocably agreed to transfer to MID, via a capital increase in kind, pursuant to the terms and conditions agreed upon in the 2009 Agreement. The MID Minority Shareholders later contested this transfer, on the basis of not having allegedly consented (they had acted in the incorporation of MID and in the MID shareholders' meeting through which the transfer of the Indé concessions were

approved through a *negotorium gestor*, a legal figure which is contemplated in the Mexican Federal Civil Code) and the Mexican Mining Registry refused to register the concession titles in MID's name. This prompted ECI, through its Mexican subsidiaries, to initiate legal proceedings to enforce its rights under the 2009 Agreement and the subsequent actions deriving therefrom.

#### *Legal History*

ECI first challenged the Mexican Mining Registry's refusal to register title of the Indé concessions to MID in a federal administrative court. On February 3, 2017, that court upheld the Mining Registry's decision, effectively denying the change of concessions ownership on the grounds that the MID Minority Shareholder's consent was in question. In response, ECI, through its subsidiaries, filed a direct amparo (constitutional appeal) before a federal Collegiate Court, arguing that the MID Minority Shareholders should have been formally involved in the case. On October 26, 2017, the Collegiate Court granted the amparo in part, voided the 2017 judgment, and ordered a retrial of the administrative case, finding that a procedural violation had occurred: the MID Minority Shareholders, as holders of the mining titles, had not been properly notified or heard in the original trial.

In July 2019, the *negotorium gestor* filed a claim against the MID Minority Shareholders in commercial court, seeking judicial declaration that the *negotorium gestor*'s acts on behalf of the MID Minority Shareholders were valid and legal.

On October 13, 2022, the court issued a judgement (the "Judgment") stating that the *negotorium gestor*'s claims were unfounded but did not annul the corporate acts of the *negotorium gestor* (incorporation of MID and transfer of the Indé mining concessions). Both the MID Minority Shareholders and the *negotorium gestor* appealed the Judgment, in the case of the MID Minority Shareholders on the grounds that the court did not annul the corporate acts, and in the case of the *negotorium gestor* on the grounds that the court made an illegal and deficient evaluation of the evidence that he presented. Both appeals were declared unfounded by the Court of Appeals on August 10, 2023.

In September 2023, both the MID Minority Shareholders and the *negotorium gestor* filed amparos against the respective appeal judgments. In March 2024, the Collegiate Court denied the amparo to the MID Minority Shareholders and granted the amparo to the *negotorium gestor*, ordering that appeal back to the Collegiate Court. In May 2024, the Court of Appeals issued a new judgement declaring the *negotorium gestor*'s appeal partially granted. In June 2024, both the MID Minority Shareholders and the *negotorium gestor* filed amparos on this May 2024 judgement. On March 20, 2025, the Collegiate Court denied the amparos to both the MID Minority Shareholders and the *negotorium gestor*. The Collegiate Court held that it was not possible to analyze the MID Minority Shareholders' claim that MID's incorporation should be nullified since it was outside of the scope of their initial claims and they did not provide concrete legal grounds for the nullity.

#### *Implications for ECI*

Without a favorable administrative judgment, ECI, through MID, cannot yet register itself as the owner of the Indé concessions with the Mining Registry, which could affect its long-term operational security at Indé, including an inability to raise capital, list on a stock exchange or sell to a third party.

ECI and its subsidiaries are in the process of negotiated settlement with the MID Minority Shareholders. However, negotiations with the MID Minority Shareholders have been ongoing, on and off, for over 10 years and no definitive agreement has been reached at this stage. In the interim, ECI, through MID, continues to maintain the status quo and its operations at the Indé Mine on the legal basis of the validity of all the acts performed by the *negotorium gestor* pursuant to the provisions set forth in the 2009 Agreement.

#### *Further Information on ECI*

Any Shareholder may request additional information on ECI by contacting ECI at [claudia@eciexploration.com](mailto:claudia@eciexploration.com). Copies of ECI's last audited annual financial statements, for the year ended December 31, 2024, and/or the Technical Report, will be provided to Shareholders, without charge, by written request.

#### RISK FACTORS

There are risk factors inherent in purchasing Shares pursuant to the Offer. An investment in the Shares is highly speculative, due to the nature of ECI's business, its property interests, and its current stage of development. Shareholders should consider the information presented to them in this document, including the risk factors set out below, in consultation with their professional advisors.

*Uncertainty of Financing for Issuer Bid*

ECI intends to finance the Issuer Bid through a significant loan facility; however, as of the date of this Disclosure Document, the funds have not yet been received and no definitive agreements have been entered. There is no guarantee that the US\$15 million loan from a third party will be provided on the expected terms or provided at all. If the necessary funding is delayed or fails to materialize, ECI will be unable to launch the Issuer Bid and the Offer will likely not close. This creates substantial uncertainty, as the transaction is contingent on third-party financing. A failure to obtain the loan in a timely manner could force ECI to seek alternative financing (potentially on less favorable terms) or abandon the transaction, leaving ECI without the means to repurchase the Shares currently owned by Sentient, and potentially straining ECI's financial position.

*Debt and Offtake Obligations*

In order to fund the Issuer Bid, ECI intends to incur a substantial debt that may be secured against all of ECI's assets, including the Indé infrastructure. The Loan will likely impose various covenants and conditions on ECI. If ECI breaches any of these Loan covenants or MID cannot meet the ongoing obligations under the Offtake Agreement, it could default on the Loan, which may permit the lender to enforce security over ECI's assets and potential seize the Indé Mine or other assets. The Offtake Agreement will likely require MID to sell 100% of the concentrates produced at the Indé Mine to the lender for a fixed term. If Indé's production falls below expectations or is interrupted, MID may be unable to deliver the promised concentrate volumes, which would jeopardize ECI's ability to repay the Loan.

*Conditional Transaction and Termination Risks*

The Offer and the Issuer Bid are subject to numerous conditions and may be cancelled or modified if those conditions are not satisfied. In particular, the Sentient Agreement can be terminated if the planned transactions do not close by September 29, 2025. Likewise, Harrington is not obligated to complete the purchase of the Shares owned by Sentient if certain events occur. There is also a risk that if the transactions fail, Sentient could seek other avenues to exit its investment, which may not provide the same opportunity or terms to minority Shareholders.

*Title and Ownership Uncertainty*

ECI and its Mexican subsidiaries' rights to the Indé Mine are subject to ongoing title registration and unresolved ownership arrangements. The Indé Project is ECI's primary asset and business focus, but ECI (through its subsidiary MID) does not have registered title to the Indé mining concessions. Until the title registration dispute is resolved MID secures clear title, there is a risk that ECI and MID's claim to Indé could be reduced or lost. An adverse outcome in the title litigation could prevent ECI and its Mexican subsidiaries' from benefiting fully from the Indé Mine, despite investments made. Even if ultimately successful, the litigation can cause significant delays and legal expenses. Any uncertainty about ECI and its Mexican subsidiaries' ownership of its principal project may also deter potential investors or partners and could negatively affect the value of ECI.

*Legal Challenges and Contingencies*

There is a risk that the Issuer Bid or related transactions could face legal challenges from third parties or authorities. For example, a minority Shareholder or other stakeholder might allege that the transaction is oppressive or unfair, or a creditor could object if they believe their interests are harmed. Government agencies or regulators in any relevant jurisdiction could also initiate proceedings to challenge or delay the transaction, for instance, on grounds of public interest or investor protection. Although ECI and Harrington have structured the Offer and potential Issuer Bid to comply with exemptions, if any such action is threatened or commenced, it could put the Issuer Bid and Offer on hold until resolved, or lead to its termination under the conditions mentioned above. In addition, ECI, and its Mexican subsidiaries, as mining companies, are exposed to general legal risks such as possible environmental lawsuits, labor disputes, or contract enforcement issues

in the ordinary course of business. Any significant legal dispute, whether related to the Offer, Issuer Bid or to ECI and its Mexican subsidiaries' operations, could divert management's attention, consume financial resources, and adversely affect ECI's reputation and financial health.

#### *Political and Country Risks*

ECI's core project, held through its Mexican subsidiaries', the Indé Mine, is located in Mexico, which means ECI and its Mexican subsidiaries' operations and asset value are subject to the political, economic, and regulatory climate of that country. Changes in government policies or mining laws in Mexico can occur, potentially impacting mining concessions, royalties, export regulations, or foreign investment rules. For example, if Mexico were to increase mining taxes or royalties, impose new environmental or community requirements, or alter the legal framework for mineral rights, the Indé Project's economics could be adversely affected. Additionally, bureaucratic delays or changes in local government leadership can influence the speed and outcome of necessary permits and approvals. Mexico, like any jurisdiction, can experience political instability or shifts in public sentiment toward mining projects, especially if there are environmental or social concerns. There is also the risk of crime or security issues in certain regions that could impact mining operations or the safety of personnel and assets. While ECI and its Mexican subsidiaries' endeavors to work within Mexico's legal framework and maintain good community and government relations, many of these country-specific risks are outside ECI and its Mexican subsidiaries' control. Negative developments in the political or regulatory environment in Mexico could hinder the Indé Project, increase costs, or in extreme cases, result in loss of rights to the project, all of which would have a material adverse effect on ECI.

In May 2023, Mexico enacted comprehensive changes to its mining and water laws that contain several ambiguities, including how existing mining and water concessions will be treated. Supplementary regulations to the amended laws are being developed but have not yet been released. In addition, Mexico's president proposed a number of constitutional reforms in February 2024, including a prohibition on granting new open-pit mining concessions. Like others, ECI and its Mexican subsidiaries are facing uncertainty as a result of these new laws. No assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be interpreted in a manner which could have an adverse effect on ECI, its Mexican subsidiaries, and their business, results of operations and financial position. Amendments to current laws, regulations and permits governing operating, development and exploration activities, or more stringent or different implementation, could have an adverse impact on ECI and its Mexican subsidiaries', or could require abandonment or delays in the development of new mining properties. Failure to comply with any applicable laws, regulations or permitting requirements may result in enforcement actions against ECI and/or its Mexican subsidiaries, including significant fines or orders issued by regulatory or judicial authorities causing process, development or exploration activities to cease or be curtailed or suspended, and may include corrective measures requiring capital expenditures, installation of additional equipment or remedial actions.

#### *Operational Hazards and Infrastructure Challenges*

Active mining operations risks at the Indé Mine include potential industrial accidents, mine collapses or ground subsidence, machinery failures, and health and safety incidents. ECI implements, through its Mexican subsidiaries, strict safety and maintenance protocols; however, the risk of an accident or operational problem can never be fully eliminated. Such events could temporarily shut down operations, injure personnel, or damage equipment, all of which carry financial and reputational costs. Furthermore, external factors like extreme weather (heavy rains, droughts, or earthquakes) could damage infrastructure or interrupt mining activities. Prolonged operational downtime or inability to efficiently process and ship concentrate (especially under the strict timelines of the Offtake Agreement) would negatively impact ECI and its Mexican subsidiaries' revenue and could compromise its obligations to third-party lender.

#### *Commodity Price Volatility*

ECI's operations, through its Mexican subsidiaries, are tied to the market prices of metals, primarily silver, lead, zinc, and copper. These commodity prices are notoriously volatile, influenced by global economic conditions, industrial demand, supply disruptions, and investor sentiment. A downturn in even one of these commodity markets could significantly reduce the revenue ECI and its Mexican subsidiaries would earn from Indé's concentrate output. ECI has limited or no ability to hedge or control these market forces. Shareholders should be aware that the value of the Indé Project, and by extension, the value of ECI, will fluctuate with commodity prices. This volatility could lead to unpredictable financial performance, and in extreme cases might threaten the viability of the project if prices drop below

break-even levels for a sustained period. Additionally, the Offtake Agreement may contain pricing formulas, quality specifications, delivery schedules, or other provisions that could limit ECI and its Mexican subsidiaries' ability to benefit from favourable market conditions and metal prices.

#### *Cost Inflation and Supply Chain Disruptions*

The mining industry is experiencing cost inflation in various areas, including equipment, materials, and skilled labor. If inflation continues or worsens, ECI and its Mexican subsidiaries could face higher-than-expected costs for its ongoing operations at the Indé Mine. Key inputs such as fuel, steel, and chemical reagents might rise in price, which would increase operating costs per ton of ore processed. Labor costs could also rise, especially if there is competition for mining engineers, geologists, and technicians in the region. Additionally, global and regional supply chain issues, whether due to economic disruptions, pandemics, or logistical bottlenecks, can create delays and shortages for critical equipment or parts. If ECI and its Mexican subsidiaries are unable to procure necessary machinery, vehicles, or processing plant components on schedule, the continuous operation of the Indé Mine could be delayed. Any significant delay can compound costs and push back revenue generation, which is particularly problematic given ECI's need to generate cash flow to repay debt. Supply interruptions (e.g. delays in spare parts or critical consumables) could slow down production. ECI needs to build contingencies into its plans for potential cost overruns and delays, but there is a risk that such challenges, if severe, could outstrip the contingencies and negatively impact the project's economics.

#### *Lack of Public Market and Liquidity*

ECI is a non-reporting issuer and the Shares are not listed or traded on any stock exchange. As a result, there is no public marketplace to easily buy or sell the Shares. Investors should be aware that the only liquidity events for Shares are likely to be infrequent private transactions or company-organized events like the Offer and the Issuer Bid. The illiquidity of the Shares means that Shareholders could be effectively locked into their investment for an indefinite period. Moreover, because there is no market price, the "value" of the Shares is not readily ascertainable on an ongoing basis and it may be determined only when and if a transaction occurs. This lack of liquidity and market pricing can lead to large discrepancies between the price at which Shares are bought or sold in private trades and the underlying value of ECI's assets, and Shareholders might not have any practical opportunity to realize the "full" value of their investment should they wish to exit.

#### *Valuation Uncertainty*

With no active market for the Shares, the valuation of ECI is difficult to determine and can be highly subjective. The US\$0.016 per share price set for the Offer and Issuer Bid was arrived at through negotiation with a major shareholder (Sentient) and Harrington and Pullar, and it reflects specific circumstances. There can be no assurance that this price reflects the intrinsic value of ECI or its Shares. Any future transactions may occur at a different valuation.

#### *Concentration of Ownership and Control*

Following the completion of the Sentient transaction and the Issuer Bid, ECI's ownership is expected to become highly concentrated among a small group of insiders. In a scenario where no other shareholders participate in the Offer or tender into the Issuer Bid, Harrington and Pullar could control over 60% of the Shares. This concentration of ownership means that these major shareholders will have a decisive influence on all corporate matters requiring Shareholder approval. While having committed long-term Shareholders can be positive, there is an inherent risk for minority shareholders in this situation as decisions made by the majority may prioritize their own interests, which could diverge from the interests of minority Shareholders. However, prior to the contemplated transactions, one Shareholder, Sentient, held over 90% of the Shares.

#### *Future Capital Needs and Dilution*

ECI will likely require substantial capital beyond the current Offer and Issuer Bid to increase the Indé Mine production. ECI has been operating profitably for the past two years; however, there is no guarantee that ECI will be profitable in the future. ECI will likely be assuming and will have to service a debt facility of US\$15,000,000. ECI may seek to raise funds through equity issuances (selling new Shares or securities convertible into Shares) or through further debt in order

to advance its business objectives or meet general working capital requirements in the future. In either case, existing Shareholders face risks. If new equity is issued, it could significantly dilute the ownership percentage of current Shareholders, and if the new Shares are issued at a price lower than the value perceived for existing Shares, it can also dilute the economic value of each Share. On the other hand, taking on additional debt would increase ECI's fixed financial obligations and could introduce new lenders with claims on ECI's assets, potentially raising the financial risk for equity holders. A heavier debt load could also constrain ECI's operational flexibility and make it more vulnerable to downturns. In summary, expand, reinforce or strategically develop the Indé Mine, ECI may need more capital in the future, and obtaining that capital could come at a cost to current Shareholders in terms of reduced ownership, lower Share value, or increased financial risk to the enterprise. Shareholders should understand that the transaction at hand will not enhance ECI's capital availability and that their ownership could be further diluted by future financings.

#### *Tariff Risks*

Ongoing international trade developments have introduced potential risks that may affect the Company's operations and financial position. Tariff changes affecting cross-border goods resulted in increased costs and supply chain uncertainties. In addition, as the Company's financial reporting is conducted in United States dollars, earnings and liquidity may be affected by foreign exchange volatility and changes in trade policy.

#### *Litigation Risks*

In addition to the risks highlighted under "*Legal Matters*", in August 2015, ECI received notification that a former optionor of a property held in Brazil, in an entity called Poconé Gold Mineração Ltda. ("PGM"), filed a claim against ECI and a formerly associated entity. The plaintiff claims the final option payment of \$780,000 plus damages that was allegedly due in December 2013, but never paid. The property is considered to be part of the 50-50 joint venture with Cabral Gold Ltd. ("Cabral") and was fully impaired as at December 31, 2013.

On September 26, 2018, an agreement was entered into pursuant to which the shares of PGM held by a formerly associated entity and the Brazilian subsidiary of ECI were transferred to a third party in exchange for taking over the debts of PGM and making nominal cash payments. The disposal of PGM does not reduce ECI's exposure relating to the legal claim against ECI and PGM. Furthermore, as part of the sale of PGM, an indemnification was provided to PGM relating to any losses resulting from the legal claim. Cabral is responsible for 50% of losses relating to the claim. Recent decisions of the applicable courts have gone against the defendants in this case which increases the probability that ECI may ultimately incur a loss. The courts have provided an indication of potential loss which is being contested. Further, ECI is pursuing other legal actions with respect to the claim which make quantification and estimates with respect to timing of settlement uncertain. No provision has been recorded for the matter.

**Schedule "B"**  
**Notice to Participate in the Offer**

**To:** Robert Harrington  
 1500 - 409 Granville Street  
 Vancouver, British Columbia, V6C 1T2

The undersigned hereby purchases \_\_\_\_\_ [*print number*] common shares (the "Shares") in the authorized share capital of ECI Exploration and Mining Inc. (the "Company") at a purchase price of US\$0.016 per share pursuant to the terms of the letter from Harrington to Shareholders regarding the Offer dated September 3, 2025 (the "Letter"). Unless otherwise defined, all capitalized terms used in this Notice shall have the same meaning defined in the Letter.

The undersigned hereby irrevocably directs that Shares be registered and delivered as follows.

<p><b><u>Register the Shares as set forth below:</u></b></p> <p>Name: _____</p> <p>Account reference, if applicable: _____</p> <p>Address: _____ _____</p>	<p><b><u>Deliver the Shares as set forth below:</u></b></p> <p>Name: _____</p> <p>Address: _____ _____</p> <p>Email Address: _____</p>
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The undersigned hereby confirms and declares that the undersigned currently holds \_\_\_\_\_ Shares (prior to the purchase of the Shares in this Notice). After the purchase, the undersigned will hold a total of \_\_\_\_\_ Shares.

The undersigned shall deliver a signed and completed **Exhibit "1"** (if the undersigned is resident in Canada or internationally, outside the United States) **or Exhibit "2"** (if the undersigned is resident in the United States) with this signed and completed Notice, to Harrington no later than **5:00 p.m. (Pacific Time) on September 17, 2025**.

The undersigned shall deliver to Endeavor Trust Corporation ("Endeavor") the purchase funds of **US\$ \_\_\_\_\_**, in U.S. dollars and in accordance with the wire instructions set forth on the following page, no later than **10:00 a.m. (Pacific Time) on September 24, 2025**.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

If an individual:

\_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_

If a corporation, partnership or other entity:

\_\_\_\_\_  
 Print Name of Entity  
 \_\_\_\_\_  
 Signature of Authorized Signatory  
 \_\_\_\_\_  
 Print Name and Title of Authorized Signatory

**Notes to Notice:**

1. Please ensure all information in this Notice and the applicable Exhibit "1" or Exhibit "2" is correct, up-to-date and complete, and submitted to Harrington by September 17, 2025, and that the purchase funds have been received by Endeavor by September 24, 2025. Late Notices or Notices with incorrect or incomplete information will not be processed. Share purchases will not be processed if Endeavor has not received your funds by September 24, 2025.
2. In the event of any disagreement, Endeavor has the right to refuse to comply with any or all demands.
3. For any questions regarding the Notice and the Offer, please contact Harrington at [robert@eciexploration.com](mailto:robert@eciexploration.com) or 1 (778) 370-0512.

Endeavor U.S. Wire Instructions**For wires initiating in Canada**

Beneficiary Bank:	ROYAL BANK OF CANADA
	1025 West Georgia Street Vancouver, BC V6E 3N9 Canada
Bank Number:	003
Transit Number:	00010
Account Number:	4072302
Beneficiary:	Endeavor Trust Corporation
Reference:	Name of company you are investing

**For wires initiating outside Canada**

Intermediary Bank:	JP MORGAN CHASE New York, NY SWIFT Code: CHASUS33 ABA#: 021000021
Beneficiary Bank:	ROYAL BANK OF CANADA 1025 West Georgia Street Vancouver, BC V6E 3N9 Canada
SWIFT Code:	ROYCCAT2
Account Number:	000104072302
Beneficiary:	Endeavor Trust Corporation
Reference:	Name of company you are investing

**Exhibit "1" to Schedule "B"****CANADIAN EXEMPTION CERTIFICATION****COMPLETE IF YOU ARE NOT A UNITED STATES RESIDENT****TO:** Robert Harrington ("Harrington")

In connection with the purchase by the undersigned of Shares (the "Securities") of ECI Exploration and Mining Inc. ("ECI") from Harrington, the undersigned, hereby represents, warrants and certifies to Harrington that the undersigned meets one of the criteria listed below and has initialled beside the applicable criteria in the space provided.

Dated: \_\_\_\_\_

Print name \_\_\_\_\_

Signature \_\_\_\_\_

**PLEASE PLACE YOUR INITIALS NEXT TO AT LEAST ONE OF THE CRITERIA LISTED IN SECTION A BELOW.**

**SECTION A. Accredited Investor**

If you are purchasing the Securities pursuant to Section 2.3 of National Instrument 45-106 (Accredited Investor Exemption), you are [initial where applicable]:

**Note: If you are relying on section (j), (k), or (l) below, then please complete Exhibit 1.A to Schedule "B".**

- \_\_\_\_\_ (a) except in Ontario, a Canadian financial institution, or a Schedule III bank;
- \_\_\_\_\_ (a.1) in Ontario:
  - (i) A bank listed in Schedule I, II, III to the *Bank Act* (Canada);
  - (ii) An association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act;
  - (iii) Loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be; or
  - (iv) Such other financial institutions as may be prescribed by the regulations. 2009, c.18, Sched. 26, s. 12(2).
- \_\_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- \_\_\_\_\_ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- \_\_\_\_\_ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
- \_\_\_\_\_ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);

- \_\_\_\_ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- \_\_\_\_ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- \_\_\_\_ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- \_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- \_\_\_\_ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;
- \_\_\_\_ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000 (**if relying on this exemption, you must complete, sign and return to Harrington the form attached as Exhibit 1.A to Schedule "B" hereto**);
- \_\_\_\_ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000;
- \_\_\_\_ (k) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300 000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year (**if relying on this exemption, you must complete, sign and return to Harrington the form attached as Exhibit 1.A to Schedule "B" hereto**);
- \_\_\_\_ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000 (**if relying on this exemption, you must complete, sign and return to Harrington the form attached as Exhibit 1.A to Schedule "B" hereto**);
- \_\_\_\_ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements;
- \_\_\_\_ (n) an investment fund that distributes or has distributed its securities only to
  - (i) a person that is or was an accredited investor at the time of the distribution,
  - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of National Instrument 45-106, or
  - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of National Instrument 45-106;
- \_\_\_\_ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
- \_\_\_\_ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;

- \_\_\_\_\_ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- \_\_\_\_\_ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- \_\_\_\_\_ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;
- \_\_\_\_\_ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
- \_\_\_\_\_ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;
- \_\_\_\_\_ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or
- \_\_\_\_\_ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

**Note:** If you are relying on exemption (j), (k), or (l) of Section A above, please complete Exhibit 1.A to Schedule "B".

You may not rely on exemption (m) of Section A above if it was created or used solely to purchase or hold securities as an accredited investor.

For the purposes of this Section A:

"*financial assets*" means cash, securities or a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

"*related liabilities*" means liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets; or liabilities that are secured by financial assets.

All monetary references in this Section A are in Canadian Dollars.

**Exhibit 1.A to Schedule "B"****Form 45-106F9**  
**Form for Individual Accredited Investors****WARNING!**

**This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.**

**SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER****1. About your investment**

Type of securities: Common shares	Issuer: ECI Exploration and Mining Inc.
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Purchased from: Robert Harrington

**SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER****2. Risk acknowledgement**

This investment is risky. Initial that you understand that:	<b>Your initials</b>
Risk of loss – You could lose your entire investment of \$ _____ . <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	

**3. Accredited investor status**

You must meet at least <b>one</b> of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	<b>Your initials</b>
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

**4. Your name and signature**

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature:

Date:

**SECTION 5 TO BE COMPLETED BY THE SALESPERSON****5. Salesperson information**

*[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]*

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

**SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER****6. For more information about this investment**

**Robert Harrington**  
Email: [robert@eciexploration.com](mailto:robert@eciexploration.com)

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at [www.securities-administrators.ca](http://www.securities-administrators.ca).

**Form instructions:**

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.

The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution

**Exhibit 2 to Schedule "B"****UNITED STATES ACCREDITED INVESTOR CERTIFICATION****COMPLETE IF YOU ARE A UNITED STATES RESIDENT**

TO: Robert Harrington (the "Seller")

The undersigned understands and agrees that the Shares of ECI Exploration and Mining Inc. (the "Securities") have not been and will not be registered under the United States *Securities Act of 1933*, as amended (the "1933 Act"), or applicable state securities laws, and the Securities are being offered and sold on behalf of the Seller to the undersigned in reliance upon Rule 506(b) of Regulation D under the 1933 Act.

(a) The undersigned represents, warrants and covenants (which representations, warranties and covenants will survive the closing) to the Seller (and acknowledges that the Seller is relying thereon) that:

(i) it is purchasing the Securities for its own account for investment purposes only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Securities in the United States; provided, however, that the undersigned may sell or otherwise dispose of any of the Securities pursuant to registration thereof pursuant to the 1933 Act and any applicable state securities laws or under an exemption from such registration requirements;

(ii) it satisfies one or more of the categories of "accredited investor" indicated below (the undersigned must initial the appropriate line(s)):

Category 1. A bank, as defined in Section 3(a)(2) of the 1933 Act, whether acting in its individual or fiduciary capacity; or

Category 2. A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity; or

Category 3. A broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*; or

Category 4. An investment adviser registered pursuant to Section 203 of the United States *Investment Advisers Act of 1940* or registered pursuant to the laws of a state; or

Category 5. An investment adviser relying on the exemption from registering with the United States Securities and Exchange Commission under Section 203(l) or (m) of the United States *Investment Advisers Act of 1940*; or

Category 6. An insurance company as defined in Section 2(a)(13) of the 1933 Act; or

Category 7. An investment company registered under the United States *Investment Company Act of 1940*; or

Category 8. A business development company as defined in Section 2(a)(48) of the United States *Investment Company Act of 1940*; or

Category 9. A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the United States *Small Business Investment Act of 1958*; or

Category 10. A rural business investment company as defined in Section 384A of the United States *Consolidated Farm and Rural Development Act*; or

Category 11. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of US\$5,000,000; or

Category 12. An employee benefit plan within the meaning of the United States *Employee Retirement Income Security Act of 1974* if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank,

savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors; or

- \_\_\_\_\_ Category 13. A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*; or
- \_\_\_\_\_ Category 14. An organization described in Section 501(c)(3) of the United States *Internal Revenue Code*, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000; or
- \_\_\_\_\_ Category 15. A director, executive officer, or general partner of ECI Exploration and Mining Inc.; or
- \_\_\_\_\_ Category 16. A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent (as defined in Rule 506(j) under the 1933 Act), at the date hereof exceeds US\$1,000,000
 

(Note 1: Joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard does not require that the securities be purchased jointly.)

Note 2: The value of an individual's primary residence may not be included in this net worth calculation, the related amount of indebtedness secured by the primary residence up to its estimated fair market value should be deducted from an individual's net worth (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability), and any indebtedness in excess of the estimated fair market value of an individual's primary residence should be considered a liability and should be deducted from an individual's net worth if the mortgagee or other lender has recourse to the individual personally for any deficiency.); or
- \_\_\_\_\_ Category 17. A natural person who had an individual income in excess of US\$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent (as defined in Rule 506(j) under the 1933 Act) in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
- \_\_\_\_\_ Category 18. A trust, with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the 1933 Act; or
- \_\_\_\_\_ Category 19. An entity in which all of the equity owners meet the requirements of at least one of the above categories
 

(Note: It is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of entities under this category, provided that those natural persons are themselves accredited investors and all other equity owners of the entity seeking accredited investor status are accredited investors.); or
- \_\_\_\_\_ Category 20. An entity, of a type not listed in categories 1 through 14, 18 or 19, not formed for the specific purpose of acquiring the securities offered, owning investments (as defined in Rule 2a51-1(b) under the United States *Investment Company Act of 1940*) in excess of US\$5,000,000; or
- \_\_\_\_\_ Category 21. A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the

Securities and Exchange Commission has designated as qualifying an individual for accredited investor status, including the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), and the Licensed Investment Adviser Representative (Series 65); or

\_\_\_\_\_ Category 22. A natural person who is a “knowledgeable employee,” as defined in Rule 3c-5(a)(4) under the United States *Investment Company Act of 1940*, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of such act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such act; or

\_\_\_\_\_ Category 23. A “family office,” as defined in Rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940*, (a) with assets under management in excess of US\$5,000,000, (b) that is not formed for the specific purpose of acquiring the securities offered, and (c) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

\_\_\_\_\_ Category 24. A “family client,” as defined in Rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940*, of a family office meeting the requirements in Category 23 and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (c) of Category 23;

(b) it understands that if it decides to offer, sell or otherwise transfer the Securities, it will not offer, sell or otherwise transfer any of such securities directly or indirectly, unless:

- (i) the transfer is to ECI;
- (ii) the transfer is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the 1933 Act and in compliance with applicable local laws and regulations;
- (iii) the transfer is made in compliance with the exemption from the registration requirements under the 1933 Act provided by Rule 144 thereunder, if available, and in accordance with applicable state securities laws; or
- (iv) the Securities are transferred in a transaction that does not require registration under the 1933 Act or any applicable state laws and regulations governing the offer and sale of securities;

provided, that it has prior to such sale furnished to ECI an opinion of counsel or other evidence of exemption, in either case reasonably satisfactory to ECI;

(c) it understands that upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the 1933 Act or applicable U.S. state laws and regulations, the certificate(s) or DRS statements representing the Securities will bear a legend in substantially the following form:

**"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF ECI EXPLORATION AND MINING INC. (THE "COMPANY") THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT; OR (C) IN ACCORDANCE WITH ANY OTHER REGISTRATION EXEMPTION EVIDENCED BY AN OPINION OF COUNSEL OF RECOGNIZED STANDING AND REASONABLY ACCEPTABLE TO THE COMPANY AND THE TRANSFER AGENT, AVAILABLE UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA OR ELSEWHERE.**

**A NEW CERTIFICATE BEARING NO LEGEND, DELIVERY OF WHICH WILL CONSTITUTE "GOOD DELIVERY", MAY BE OBTAINED FROM THE COMPANY'S TRANSFER AGENT UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE TRANSFER AGENT AND THE COMPANY, TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF SEC REGULATION S UNDER THE SECURITIES ACT AND APPLICABLE FOREIGN LAW."**

provided that if Securities are eligible to be sold under clause (B) above, the legend set forth above may be removed by providing a declaration to ECI and its transfer agent in the form as ECI may from time to time prescribe, to the effect that the sale of the Securities is being made in compliance with Rule 904 of Regulation S under the 1933 Act;

provided further, that if any of the Securities are being sold pursuant to Rule 144 of the 1933 Act, the legend may be removed by delivery to ECI's transfer agent of an opinion satisfactory to ECI to the effect that the legend is no longer required under applicable requirements of the 1933 Act or state securities laws;

- (d) it has had the opportunity to ask questions of and receive answers from the Seller regarding the investment, and has received all the information regarding ECI that it has requested;
- (e) it consents to ECI making a notation on its records or giving instruction to the registrar and transfer agent of ECI in order to implement the restrictions on transfer set forth and described herein;
- (f) it understands and acknowledges that ECI has no obligation or present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the Securities in the United States;
- (g) the address of the undersigned at which the undersigned received and accepted the offer to purchase the Securities is the address provided to the Seller by the undersigned;
- (h) it acknowledges that it has not purchased the Securities as a result of any form of General Solicitation or General Advertising as those terms are used in Regulation D under the 1933 Act;

- (i) it understands and agrees that there may be material tax consequences to the undersigned of an acquisition, disposition or exercise of any of the Securities; the Seller gives no opinion and makes no representation with respect to the tax consequences to the undersigned under United States, state, local or foreign tax law of the undersigned's acquisition or disposition of such Securities; in particular, no determination has been made whether ECI will be a "passive foreign investment company" ("PFIC") within the meaning of Section 1291 of the United States Internal Revenue Code;
- (j) it understands and agrees that the financial statements of ECI have been prepared in accordance with Canadian generally accepted accounting principles, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;
- (k) it is capable by reason of knowledge and experience in financial and business matters in general, and investments in particular, of assessing and evaluating the merits and risks of an investment in the Securities, and is and will be able to bear the economic loss of its entire investment in any of the Securities and can otherwise be reasonably assumed to have the capacity to protect its own interest in connection with the investment; and
- (l) acknowledges and agrees that it has not purchased the Securities as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S under the 1933 Act) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Securities.

**The undersigned undertakes to notify the Seller immediately of any change in any representation, warranty or other information relating to the undersigned set forth herein which takes place prior to Closing.**

If a Corporation, Partnership or Other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Print or Type Name

Signature of Person Signing

Date: \_\_\_\_\_, 20 \_\_\_\_.

Print or Type Name and Title of Person Signing