

[Note: Certain sections in this agreement have been redacted for confidentiality purposes]

Buenos Aires, Argentina, November 1, 2019

SOUTH32 ALUMINIUM (HOLDINGS) PTY LTD (ACN 169 411 974)

of 108 St Georges Terrace, Perth,
Western Australia, Australia 6000
Ref.: Offer Number 1 November 1, 2019

Dear Sirs:

By this letter the Minsud Parties hereby submit to South32 Aluminium (Holdings) Pty Ltd. ("**South32**") an irrevocable offer in relation to the Chita Valley Project, which irrevocable offer is governed by the terms and conditions set out in this letter and in Exhibit A to this letter (hereinafter, the "**Offer**"). Terms defined in Exhibit A to this letter, but not defined in this letter, will have the same meaning when used in this letter.

The Offer:

1. will be valid and capable of acceptance for seven (7) days from the date of receipt by South32 of the Offer;
2. will be deemed accepted and binding upon the Parties in all respects in accordance with the terms and conditions of Exhibit A if within the period specified in paragraph 1 above you send us a written notice of its acceptance, substantially in accordance with the acceptance note set out in Exhibit B to this Offer (hereinafter, the "**Acceptance Note**");
3. except as provided in the terms and conditions set out in Exhibit A, is solely governed by the law in force in British Columbia and the laws of Canada applicable in British Columbia without giving effect to the conflict of laws principles in British Columbia and without reference to the laws of any other jurisdiction;
4. is confidential and must be kept confidential and must not be disclosed to any person at any time or in any manner;
5. may be executed by the Minsud Parties and transmitted by facsimile transmission (whether by fax machine, email or other electronic means of exchanging facsimile copies) and if so executed and transmitted the Offer will be for all purposes as effective as if the Minsud Parties had delivered to South32 an executed original of the Offer; and
6. the Acceptance Note may be executed by South32 and transmitted by facsimile transmission (whether by fax machine, email or other electronic means of exchanging facsimile copies) and if so executed and transmitted the Acceptance Note will be for all purposes as effective as if South32 had delivered to the Minsud Parties an executed original of the Acceptance Note.

Yours sincerely,

MINSUD RESOURCES CORP.

By: "Carlos A. Massa"
Authorized Signatory

Name: Carlos A. Massa
Title: President and CEO

MINSUD ARGENTINA INC.

By: "Carlos A. Massa"
Authorized Signatory

Name:: Carlos A. Massa
Title: President and CEO

MINERA SUD ARGENTINA S.A.

By: "Alberto F. Orcoyen"
Authorized Signatory

Name:: Alberto F. Orcoyen
Title: Director

[Note: Certain sections in this agreement have been redacted for confidentiality purposes]

EXHIBIT A
TERMS AND CONDITIONS
OF THE EARN-IN AGREEMENT

Made between

MINSUD RESOURCES CORP.

and

MINSUD ARGENTINA INC.

and

MINERA SUD ARGENTINA S.A.

and

SOUTH32 ALUMINIUM (HOLDINGS) PTY LTD

Chita Valley Project

TABLE OF CONTENTS

		Page
1.	DEFINITIONS AND INTERPRETATION	2
1.1	Definitions	2
1.2	Interpretation	27
1.3	Parties and Other Matters	28
1.4	Schedules	29
2.	CONDITION PRECEDENT	29
2.1	Condition Precedent	29
2.2	Obligations of Minsud Parties	29
2.3	Waiver	30
2.4	Non-satisfaction	30
2.5	Rights on Termination	30
3.	REPRESENTATIONS AND WARRANTIES	30
3.1	Mutual Representations and Warranties	30
3.2	Minsud Parties Representations and Warranties	32
3.3	When Warranties Given and Breach	45
3.4	Minsud Indemnity and Liability	46
3.5	South32 Indemnity and Liability	48
3.6	Liability Limit	48
3.7	Indemnification and Third-Party Claims	51
3.8	South32 Access	52
4.	EARN-IN RIGHT	53
4.1	Right to Subscribe	53
4.2	First Tranche	54
4.3	Second Tranche	55
4.4	Third Tranche	56
4.5	Fourth Tranche	56
4.6	Extension of Earn-In Period	58
4.7	Extension of Approved Program	58
4.8	Application of South32 Initial Capital Contribution	59
4.9	South32 Initial Capital Contribution and Capital Contribution Notices	61
4.10	Capital Contribution Program	62
4.11	Tax Inclusive	62
5.	EXERCISE AND TERMINATION OF EARN-IN RIGHT	64
5.1	Condition of Exercise of Earn-In Right	64
5.2	Further South32 Initial Capital Contribution	64
5.3	Completion Date and Location	70
5.4	Obligations of the Minsud Parties Prior to Completion	70
5.5	Transfer Price and Documents to be Delivered by South32	72
5.6	Documents to be Delivered by Minsud Parties	72
5.7	Certification of Completion	73
5.8	Transferred Shares	73
5.9	South32's Election to Terminate Without Cause	74
5.10	Effect of Termination	74
5.11	Termination of Agreement after Contribution of the South32 Initial Capital Contribution and issue of Termination Shares	75
6.	COVENANTS OF THE MINSUD PARTIES	77
6.1	General	77
6.2	Encumbrances on Property and Assets	78
6.3	No Transfer of Assets or Shares	78

6.4	No Transfer of Shares or Control	80
6.5	Other Dealings	81
6.6	No Dividends of the Company	83
6.7	Conduct of Business of the Company	83
6.8	Existing Agreements	84
6.9	Trusts and Trust Property	86
7.	OPERATIONS	86
7.1	Operator	86
7.2	Removal of Operator	87
7.3	Affiliate as Operator and Third Party Operator	87
7.4	Authority of Operator	87
7.5	Programs, Budgets and Reports	88
7.6	Operator's Obligations	90
7.7	Unsafe Acts or Conditions	92
7.8	Obligations to Inform	93
7.9	Overhead and Senior Management Contribution	93
7.10	Property Matters	94
7.11	Technical Committee	94
7.12	Audit	96
8.	ASSIGNMENT	96
8.1	Assignment by Minsud Party	96
8.2	Assignment by South32	97
8.3	Exceptions	97
8.4	Application	98
8.5	Definitions	98
8.6	Restrictions on Assignment of Shares	98
8.7	Drag Along Rights	99
8.8	Tag Along Rights	100
8.9	Pre-Emptive Rights	100
9.	FORCE MAJEURE	103
9.1	Notice of Force Majeure	103
9.2	Force Majeure notice	103
9.3	Obligation to remedy and mitigate	103
9.4	Effect of Force Majeure on Time and Payment	104
10.	CONFIDENTIAL INFORMATION	104
10.1	Confidentiality	104
10.2	Public Announcements	106
10.3	Effect of Disclosure	106
11.	AREA OF INTEREST	106
11.1	AOI Property	106
12.	TERMINATION AND REMEDIES	107
12.1	Events of Default	107
12.2	Other Rights	108
12.3	Consequences of Termination	109
12.4	Interpretation and Other Matters	109
13.	DISPUTES AND ARBITRATION	109
13.1	Disputes	109
13.2	Dispute Representatives to Seek Resolution	109
13.3	Arbitration	110
13.4	Inconsistency between Rules and Agreement	111
13.5	Effect of Arbitration	111
13.6	Enforcement	112

13.7	Performance of Obligations During Dispute	112
13.8	Consolidation of Arbitration	112
14.	NOTICE	112
14.1	Form of Notice	112
14.2	Delivery	112
14.3	Address for Notice	113
15.	GENERAL	114
15.1	Parties	114
15.2	Relationship of Parties	114
15.3	No Holding Out	114
15.4	No Obligations	114
15.5	Other Activities and Interests	114
15.6	Entire Agreement	115
15.7	Amendment and variation	115
15.8	Consents or Approvals	115
15.9	Waiver	115
15.10	Costs and outlays	116
15.11	Manner of Payment	116
15.12	Further Assurances	116
15.13	Special Remedies	116
15.14	Survival	117
15.15	Governing Law	117
15.16	Violation of Law of another Jurisdiction	117
15.17	Language	118
15.18	Corrupt Practices	118
15.19	Severability	119
15.20	Successors and Assigns	119

Schedule 1 – Property Description

Schedule 2 – Existing Agreements

Schedule 3 – Shareholders’ Agreement

Schedule 4 – Minutes of Shareholders Meeting

Schedule 5 – Transfer Notice

EARN-IN AGREEMENT

THIS AGREEMENT

BETWEEN:

MINSUD RESOURCES CORP. of 340 Richmond Street West,
Toronto, Ontario, Canada, M5V 1X2

(“Minsud”)

AND:

MINSUD ARGENTINA INC. of 340 Richmond Street West,
Toronto, Ontario, Canada, M5V 1X2

(“MAI”)

AND:

MINERA SUD ARGENTINA S.A. of Esmeralda 684, Piso 15, City
of Buenos Aires, Argentina, C1007ABF

(“Company”)

AND:

SOUTH32 ALUMINIUM (HOLDINGS) PTY LTD (ACN 169 411 974)
of 108 St Georges Terrace, Perth, Western Australia,
Australia 6000

(“South32”)

INTRODUCTION

- A. Minsud is the legal and beneficial owner of all of the issued and outstanding shares of MAI.
- B. MAI is the legal and beneficial owner of 99.63% of all the issued and outstanding shares of the Company and Compañía de Tierras Sud Argentino S.A. is the legal and beneficial owner of the remaining 0.37% of all of the issued and outstanding shares of the Company.
- C. Except to the extent specified otherwise in this Agreement, the Company is the legal and beneficial owner of the Property and conducts operations on the Property.

- D. In accordance with the terms of this Agreement, the Minsud Parties have agreed to grant to South32 an exclusive earn-in right to subscribe for and be issued shares of the Company and the right to acquire issued and outstanding shares of the Company such that South32 will become the holder of 50.1% of all of the issued and outstanding shares of the Company.

IN CONSIDERATION OF, among other things, the mutual promises contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise expressly requires, in this Agreement:

- (1) **“Access Agreement”** means an access agreement dated July 1st, 2015 between the Company and **[Redacted]**;
- (2) **“Additional Qualifying Expenditure”** means the amount of Qualifying Expenditure in any Year which is approved by the Technical Committee pursuant to section 7.11(8);
- (3) **“Affiliate”** means any person which directly or indirectly Controls, is Controlled by, or is under common Control with, a person;
- (4) **“Agreement”** or **“this Agreement”** means this document including any schedule or appendix to it;
- (5) **“Annual Exploration Report”** has the meaning given in section 7.6(1)(m);
- (6) **“Anti-Corruption Law”** means any anti-corruption Law applicable to any Party (including any Affiliate) or this Agreement, and includes the *Criminal Code Act 1995* and other applicable Laws of Australia, *Canadian Corruption of Foreign Public Officials Act*, the *Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, the *Criminal Code of Canada*, Federal and applicable state law of the United States of America regarding corruption and the *U.S. Foreign Corrupt Practices Act*, and any applicable federal and provincial law of Argentina regarding Bribery or other corruption (including the *Criminal Code of Argentina* and *Laws 24.759, 25.188, 25.319, 26.097, 27.401, 27.275, Decrees 41/99, 102/99, 164/99, 862/01, 1172/03, 895/13, 1179/16, 201/17, and 202/17* of Argentina);
- (7) **“AOI Property”** means any interest or right including any Mineral Rights or Other Rights (direct or indirect) in any property which is all or partly within the Area of Interest;
- (8) **“Approved Budget”** means a budget of estimated Qualifying Expenditure approved by the Technical Committee, or failing approval, as approved by

South32, relating to the carrying out of an Approved Program or otherwise to be incurred during the period to which an Approved Budget relates and, for certainty, includes any Approved Budget which is increased pursuant to section 7.11(8);

- (9) **“Approved Program”** means the Year 1 Approved Program, the Year 2 Approved Program, the Year 3 Approved Program or the Year 4 Approved Program, as the context dictates, and, for certainty, includes any Approved Program which is altered or modified pursuant to section 7.11(8);
- (10) **“Approved Program and Budget”** means a Program and Budget approved by the Technical Committee;
- (11) **“Area of Interest”** means the land included within three (3) kilometres of the outermost boundary of the Property, as more particularly depicted as the Area of Interest in Schedule 1;
- (12) **“Assets”** means all property or assets of any nature or kind, whether real or personal, tangible or intangible, corporeal or incorporeal, and includes any other interest in that property or those assets;
- (13) **“BCICAC”** means the British Columbia International Commercial Arbitration Centre and includes any entity which replaces the BCICAC or which substantially succeeds to its powers or functions;
- (14) **“Brechas Vacas Trust”** means the *“Brechas Vacas Trust”* established by the Brechas Vacas Trust Agreement;
- (15) **“Brechas Vacas Trust Agreement”** means an agreement dated December 23, 2011 between Marta Alenjandrina Medina de Bastías, María Marta Bastías Medina, Luis Federico Bastías, Hugo Enrique Bastías Tobalina and Jorge Alberto Bastías (as initial beneficiaries), the Company (beneficiary by assignment) and Ricardo Lopez Aragon (as trustee);
- (16) **“Brechas Vacas Trust Property”** means the Mineral Rights beneficially held by the Brechas Vacas Trust as more particularly described and depicted in Schedule 1;
- (17) **“Bribery”** means the offering, authorising, giving, soliciting or accepting any monetary or other benefit to influence action of a Government Official in an official capacity, or to otherwise influence any person to act improperly. Bribery includes the making of facilitation payments, which are improper payments made to induce required routine official action;
- (18) **“Business Day”** means any day other than a Saturday, Sunday or a public or statutory holiday in the place where an act is to be performed or a payment is to be made;

- (19) “**BV Owners**” means, other than the Company, the beneficiaries of the Brechas Vacas Trust who are the exclusive beneficial owners (in the proportions specified in the Brechas Vacas Trust Agreement) of a 50% beneficial interest in the Brechas Vacas Trust;
- (20) “**BV Trust Documents**” has the meaning given in section 3.2(21);
- (21) “**BV Purchase Option Agreement**” means an exclusive and irrevocable purchase option agreement dated December 23, 2011, accepted by acceptance note dated December 29, 2011, among the BV Owners, the BV Trustee and the Company, as amended by a first addendum dated December 19, 2013, as further amended by a second addendum dated June 24, 2016, and as further amended by a third addendum dated July 24, 2019;
- (22) “**BV Trustee**” has the meaning given in section 3.2(24);
- (23) “**Capital Contribution**” has the meaning given in section 4.9(1)(b);
- (24) “**Capital Contribution Notice**” has the meaning given in section 4.9(1);
- (25) “**Capital Contribution Program**” means a capital contribution program prepared and approved by the Company on or prior to the Effective Date which provides for, among other things, the Capital Contributions to be made by South32 in accordance with this Agreement, as amended or updated from time to time to reflect any adjusted or additional Capital Contributions made by South32 in accordance with this Agreement after the Effective Date;
- (26) “**Chubut Project**” means the Mineral Rights and Other Rights, if any, described in Schedule 1 as comprising the *Chubut Project*;
- (27) “**Change of Law**” means either:
- (a) a change in the Law of Argentina, Canada or the Province of British Columbia or a change in government policy in Argentina, Canada or the Province of British Columbia as to the way in which these are enforced generally;
 - (b) the introduction of new Law in Argentina, Canada or the Province of British Columbia; or
 - (c) a change in the enforcement or interpretation of any Law of Argentina, Canada or the Province of British Columbia due to judicial interpretation,
- which:
- (d) comes into effect after the Effective Date; and

- (e) a Party is legally obliged to comply with,
but does not include any change which has the effect of changing personal or business income tax rates;
- (28) **“Charter Documents”** means a constitution, articles, articles of incorporation, notice of articles, memoranda, by-laws or any similar constating document of a corporate entity;
- (29) **“CIM”** means the Canadian Institute of Mining, Metallurgy and Petroleum or any entity which replaces it or which substantially succeeds to its powers or functions;
- (30) **“CIM Definition Standards”** means the *CIM Definition Standards on Mineral Resources and Reserves*, as most recently adopted by CIM Council on May 10, 2014 and as amended from time to time or any successor standards or instrument;
- (31) **“Claim”** means any claim, action, proceeding, damage, loss, liability, cost, charge, expense, outgoing, payment or demand of any nature and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute, contract or otherwise;
- (32) **“Claimant Party”** has the meaning given in section **Error! Reference source not found.**;
- (33) **“Company Articles”** means the Charter Documents of the Company as initialled by or on behalf of each Party on or immediately before the Effective Date;
- (34) **“Company Purchase Option Agreement”** means the BV Purchase Option Agreement or the MP Purchase Option Agreement, as the context dictates;
- (35) **“Company Purchase Option Agreements”** means the BV Purchase Option Agreement and the MP Purchase Option Agreement;
- (36) **“Company Purchase Option Agreement Default”** means any failure, breach or default (however defined or whether defined or otherwise) by a Minsud Party in observing or performing any term, covenant or condition of the relevant Company Purchase Option Agreement to be observed or performed by a Minsud Party, including the occurrence of an event or circumstance which constitutes a default (however defined) or otherwise gives rise to a Right to Terminate;
- (37) **“Completion”** means completion by the Parties of:
- (a) the subscription for and the issue of the Subscription Shares to South32; and

- (b) if applicable, the assignment and transfer of the Transferred Shares to South 32,
- as provided for in, and in accordance with, section 5;
- (38) “**Completion Date**” means the date of Completion;
- (39) “**Condition Precedent**” has the meaning given in section 2.1;
- (40) “**Confidential Information**” has the meaning given in section 10.1;
- (41) “**Consumption Tax**” means:
- (a) in the case of Canada, the tax payable under Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E 15, as amended and any harmonized sales tax or provincial sales tax in jurisdictions in which it is applicable;
- (b) in the case of a jurisdiction other than Canada, any goods and services tax, tax on debits and credits in and to an Argentine banking account, value added tax, sales tax or similar tax levied or imposed by a Governmental Authority;
- (42) “**Control**” means, in relation to any person, possession, directly or indirectly, of the power to direct or cause direction of management and policies of that person through ownership of voting securities, contract, voting trust or otherwise;
- (43) “**Core Property**” means the Mineral Rights described in Schedule 1 as constituting the Core Property;
- (44) “**CPA Payment**” has the meaning given in section 6.8(2)(a);
- (45) “**Defaulting Party**” has the meaning given in section 12.1(1);
- (46) “**Delay Notice**” has the meaning given in section 4.6(2);
- (47) “**Disclosed**” means: **[Redacted]**
- (48) “**Disclosure Letter**” means the letter of the same date as this Agreement (including the contents of any schedule or appendix to that letter) from the Minsud Parties to South32 together with all documents annexed to it;

- (49) “**Disclosure Material**” means any item of information or any document or communication (whether written or oral or embodied in tangible or electronic form) which has been created or generated by or on behalf of a Minsud Party and disclosed and provided by or on behalf of a Minsud Party to South32 or its Personnel;
- (50) “**Dispute**” means a dispute, controversy or Claim arising out of or in relation to this Agreement including in relation to its existence, validity, interpretation, performance, breach or termination;
- (51) “**Dispute Notice**” has the meaning given in section 13.1;
- (52) “**Dispute Representative**” has the meaning given in section 13.2(1);
- (53) “**Earn-In Agreement Accounts**” has the meaning given in section 4.8(1);
- (54) “**Earn-In Agreement USD Account**” has the meaning given in section 4.8(1)(a);
- (55) “**Earn-In Condition**” has the meaning given in section 5.1;
- (56) “**Earn-In Exercise Notice**” has the meaning given in section 5.2(6);
- (57) “**Earn-In Period**” means the period from the Effective Date to the earlier of:
- (a) the date on which Completion has been completed; or
 - (b) the date on which this Agreement is terminated;
- (58) “**Earn-In Right**” has the meaning given in section 4.1(1);
- (59) “**Effective Date**” means the date on which South32 signs and delivers to the Minsud Parties the acceptance note which is attached to this Agreement as Exhibit B;
- (60) “**Encumbrance**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, option, earn-in, licence or licence fee, royalty, production or streaming payment, back-in right, claw-back right, restrictive covenant or other encumbrance of any nature or any agreement to give or create any of the foregoing, whether registerable or not;
- (61) “**Environment**” means components of the earth including:
- (a) land, air or water;
 - (b) any layer of the atmosphere;
 - (c) any organic or inorganic matter and any living organism,

and includes interacting natural ecosystems that include any of the components of the kind referred to in sections 1.1(61)(a) to 1.1(61)(c);

- (62) **“Environmental Law”** means any applicable Law relating to restoration or reclamation of the Property, abatement of pollution, protection of the Environment, protection of wildlife including endangered species, ensuring public safety from environmental hazards, protection of cultural or historic resources, management, storage or control of Regulated Substances, releases or threatened release of Regulated Substances into the Environment (including ambient air, surface water, ground water and land) and all other Laws relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Regulated Substances;
- (63) **“Environmental Liabilities”** means any claim, action, cause of action, damage, loss, liability, obligation, penalty, judgment, settlement, cost, disbursement or expense (including without limitation lawyers’ fees and experts’ fees) of any kind or of any nature whatsoever (including liability for study, testing or investigatory costs, cleanup costs, response actions or costs, removal actions or costs, remediation costs, containment costs, restoration costs, reclamation costs, corrective action costs, closure costs, natural resources damages, nuisances, property damages, business losses, penalties or fines) arising out of, based upon or resulting from, relating to, connected with or caused by the Assets of the Company or operations on or related to the Assets of the Company, however and by whomsoever caused, and whether caused by a breach of or arising under Environmental Law, or otherwise, including those existing as, arising from or related to:
- (a) the presence, release, threatened release, discharge or emission into the Environment of any Regulated Substance;
 - (b) the violation or alleged violation of any Environmental Law;
 - (c) surface, underground, air, ground water, surface water or marine environment contamination;
 - (d) reclamation obligations;
 - (e) the removal of or failure to remove foundations, structures or equipment; and
 - (f) loss or damage suffered, sustained, paid or incurred by third parties as a result of any of the matters described in the foregoing provisions of this definition;
- (64) **[Redacted]**

- (65) **“Existing Agreements”** means those agreements listed in Schedule 2, as initialled by or on behalf of each Party on or immediately before the Effective Date;
- (66) **“Existing Royalties”** means:
- (a) a **[Redacted]** net smelter return royalty payable to the BV Owners pursuant to the BV Option Purchase Agreement; and
 - (b) a **[Redacted]** net smelter return royalty payable to Troy Resources Argentina Ltd Sucursal pursuant to the Troy Agreement;
- (67) **“Existing Share Owners”** has the meaning given in section 3.2(51)(b);
- (68) **“Expenditure”** means all costs and expenses of whatever kind or nature funded, spent or incurred in the conduct of the Operations on or in relation to the Property including:

- (a) in holding the Property in good standing (including land maintenance costs and any monies expended as required to comply with applicable Law), in curing title defects and in acquiring and maintaining surface and other ancillary rights;
- (b) in preparing for and in the application for and acquisition of environmental and other Permits necessary or desirable to commence and complete exploration and development activities;
- (c) in connection with any applications and necessary studies in order to obtain Permits including the preparation for and attendance at hearings and other meetings related to the Property,
- (d) in undertaking geophysical, geological surveys and airborne surveys, drilling, assaying and metallurgical testing in, on or in respect of the Property, including costs of surface access, assays, metallurgical testing and other tests and analyses (including downhole photography) to determine the quantity and quality of Minerals, water and other materials or substances;
- (e) in the preparation of work programs and the presentation and reporting of data and other results obtained from those work programs including any program for the preparation of any preliminary assessment, preliminary economic assessment, technical report (including any NI 43-101 technical report), pre-feasibility study, feasibility study or other evaluation of the Property;
- (f) in searching for, digging, trenching, sampling, assaying, testing or working Minerals;
- (g) in transporting samples of Minerals, personnel, supplies, buildings, machinery, tools, appliances or equipment in, to or from the Property;
- (h) in acquiring, erecting and installing improvements or maintenance to site facilities, tools, appliances or equipment to the extent necessary to carry out the Operations the subject of an Approved Program;
- (i) for environmental remediation and rehabilitation as required by applicable Law in connection with the Operations;
- (j) in acquiring or obtaining the use of facilities, equipment or machinery, and for all parts, supplies and consumables;
- (k) for salaries, wages and related costs for Personnel assigned to exploration, evaluation and development activities (other than non-cash items such as stock-based compensation payments);

- (l) in paying assessments or contributions under worker's compensation, employment insurance, pension or other similar legislation or ordinances relating to the Personnel described in section 1.1(68)(k);
- (m) travelling expenses of all persons engaged in work with respect to and for the benefit of the Property, including for their food, lodging and other reasonable needs;
- (n) payments to contractors or consultants for work done, services rendered or materials supplied;
- (o) if expressly provided for in an Approved Program, payments made by the Company under a Company Purchase Option Agreement;
- (p) the cost of insurance premiums and performance bonds or other security;
- (q) the costs to be incurred in respect of maintenance and reporting of accounts and Expenditures;
- (r) all corporate expenses, services and fees and administrative labor and expenses necessary for the Operator to undertake the Operations as long as such expenses and fees are expressly approved in an Approved Program and Budget and are not otherwise reimbursed or defrayed by the Overhead and Senior Management Contribution;
- (s) the Overhead and Senior Management Contribution;
- (t) all Taxes levied against, or in respect of, the foregoing items of Expenditure, the Property, or activities on, or in respect of, the Property and the Company,

but Expenditure will not in any circumstances include:

- (u) any amount paid under any Related Party Agreement which represents:
 - (i) any profit element, mark up or margin on the provision of goods or services which is not specifically provided for in this Agreement or otherwise approved in writing by South32 where the provision of such goods or services is made pursuant to a Related Party Agreement; or
 - (ii) payment for services which exceeds the cash cost of providing such services (such that any payment which relates to stock based compensation payments to Personnel or others will not be or constitute Expenditure);

- (v) severance payments for any person other than employees of the Company who have been engaged by the Company solely in order to conduct the Operations the subject of Approved Programs and Budgets;
 - (w) severance payments for employees of the Company who are involved in the conduct of the Operations that relate to any period other than the Earn-In Period or severance payments for employees of the Company who are involved in the conduct of the Operations whose employment continues or would have continued irrespective of whether or not the Approved Programs and Budgets existed or the Operations the subject of Approved Programs and Budgets are carried out;
 - (x) any allocation of cost (including overhead) which does not fairly reflect the proportion of such allocated cost properly attributable to the Operations;
 - (y) any Tax on goods and services provided under a Related Party Agreement;
 - (z) any payment made by way of indemnity contained in a Related Party Agreement or in respect of breach of a Related Party Agreement; or
 - (aa) any cost, expense, Tax or payment relating to the La Rosita Project or the Chubut Project;
- (69) **“Exploration Data”** means any map, drill core, sample, assay, geological, geophysical, geochemical or other technical report or technical information and any study, design, plan and financial or other record (whether in tangible or electronic form) related to the Property or Operations in the possession, or under the control of, a Party or its Affiliates as at the Effective Date or thereafter acquired by any Party or its Affiliates with respect to the Property;
- (70) **“First Tranche”** means a contribution of capital of not less than three million, five hundred thousand Canadian dollars (C\$3,500,000) to be contributed by South32 to the Company in accordance with section 4.2 together with, if applicable, any additional contribution of capital by South32 to the Company to fund Additional Qualifying Expenditure approved by the Technical Committee;
- (71) **“Force Majeure”** means, other than as a consequence of the negligence or default of a Party, an event or cause which is beyond the control of the Party claiming force majeure, not able to be overcome by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives with the intention of avoiding the effects of the force majeure

by that Party, and which could not have been reasonably foreseen, and includes (subject to satisfying the requirements of the foregoing):

- (a) an act of God (other than adverse weather);
- (b) earthquakes, cyclones, blizzards, fire or flood;
- (c) acts of war, acts of public enemies, terrorist acts, riots or civil commotions, criminal acts and cartel activities;
- (d) shortages of labour or strikes, interference of trade unions, lockout, secondary boycott, other labour difficulties (without regard to whether such difficulties can be resolved by acceding to the demands of the union);
- (e) break down or destruction of machinery, plant or equipment, delays in transportation, shortages or inability to obtain contractors, machinery, plant or equipment, fuel, transportation or power;
- (f) any action or failure to act within a reasonable time without justifiable cause by any Governmental Authority (including any action or failure to act within a reasonable time without justifiable cause by any duly authorized agent of any such Governmental Authority), including the denial of or delay in granting any Permit upon due application and diligent effort by the Party to obtain same, or the failure once granted to remain (without justifiable cause) in full force and effect or to be renewed on substantially similar terms;
- (g) laws, rules and regulations or orders of any Governmental Authority enacted or made after the Effective Date that cause the Operations to cease;
- (h) injunctions, civil disobedience, protests and other delays and disturbances caused by aboriginal or indigenous peoples that cause the Operations to cease; or
- (i) protests, demonstrations, blockades or other events by environmental lobbyists, non-governmental organisations or local community groups that cause the Operations to cease,

but does not include:

- (j) economic hardship, lack of money, credit or markets or inability to pay any sum of money; or
- (k) delays in the performance of the obligations of a Party or its Personnel unless that delay is itself caused by Force Majeure or by the default or negligence of the other Party or its Personnel;

- (72) **“Fourth Tranche”** means a contribution of capital equal to the full amount of the estimated Qualifying Expenditure provided for in the Approved Program (which forms part of the Year 4 Approved Program) to be contributed by South32 to the Company in accordance with section 4.5 together with, if applicable, any additional contribution of capital by South32 to the Company to fund Additional Qualifying Expenditure approved by the Technical Committee, which contribution of capital must not be less than three million, five hundred thousand Canadian dollars (C\$3,500,000) but if the aggregate of the First Tranche, the Second Tranche and the Third Tranche exceeds ten million, five hundred thousand Canadian dollars (C\$10,500,000), then such excess will reduce such minimum;
- (73) **“Governmental Authority”** means any federal, provincial, state, territorial, regional, municipal, local government or authority, quasi government authority, fiscal or judicial body, government or self-regulatory organisation, commission, board, tribunal, organisation, stock exchange or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing including any indigenous or native body (or both, as the case may be) exercising governance powers by right, title or custom;
- (74) **“Government Official”** includes any:
- (a) individual who is employed by or acting on behalf of a Governmental Authority, a person Controlled by a Governmental Authority (including state owned enterprises) or a public international organisation;
 - (b) political party, party official or political office candidate;
 - (c) individual who holds or performs the duties of an appointment, office or position created by custom or convention, including, potentially, some tribal leaders and members of royal families; or
 - (d) individual who holds themselves out to be the authorised intermediary of any person specified in sections 1.1(74)(a), 1.1(74)(b) and 1.1(74)(c);
- (75) **“Gross Negligence”** means such wanton and reckless conduct (which was not an error of judgment, mistake or other act or omission (negligent or not)) as constitutes an utter disregard for the harmful, foreseeable and avoidable consequences which result from that conduct;
- (76) **“IFRS”** means the international financial reporting standards adopted by the International Accounting Standards Board, as amended from time to time or any successor standards;
- (77) **“Indemnified Party”** has the meaning given in section 3.7(2);

- (78) “**Indemnifying Party**” has the meaning given in section 3.7(2);
- (79) “**Insolvent Party**” has the meaning given in section 12.1(2);
- (80) “**Issued Shares**” means the Subscription Shares or the Termination Shares, as the case may be;
- (81) “**Law**” includes:
- (a) Federal, Provincial, State and local government legislation including regulations and by-laws;
 - (b) legislation of any jurisdiction other than those referred to in section 1.1(81)(a) with which a Party must comply;
 - (c) common law and equity;
 - (d) judgments, decrees, writs, administrative interpretations, guidelines, policies, injunctions, orders or the like, of any Governmental Authority with which a Party is legally required to comply; and
 - (e) Governmental Authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals);
- (82) “**La Rosita Project**” means the Mineral Rights and Other Rights, if any, described in Schedule 1 as comprising the *La Rosita Project*;
- (83) “**La Rosita Project Liabilities**” has the meaning given in section 6.3(3)(a);
- (84) “**Liability Limit**” has the meaning given in section **Error! Reference source not found.**;
- (85) “**MAI Offer**”, as the context requires, means:
- (a) the third party bona fide offer referred to in section 8.7(1)(a); or
 - (b) the third party bona fide offer referred to in section 8.8(1);
- (86) “**Material Decision**” means a decision relating to one or more of the following:
- (a) financial accommodation - the Company entering into borrowings or other financial accommodation resulting in total financial accommodation to, or borrowings of, the Company exceeding **[Redacted]**;
 - (b) unusual transactions - the Company entering into any transaction that is not in the ordinary course of its business, or that requires the Company to outlay funds exceeding **[Redacted]**;

- (c) provision of loans - the provision of any loan to any person except advances to employees of the Company which, in each case, do not exceed that employee's monthly salary;
 - (d) guarantees - the Company entering into or becoming liable under any guarantee or indemnity, or similar arrangement under which the Company may incur liability in respect of the financial obligation of any other person;
 - (e) encumbrance - the creation of any Encumbrance over the Assets of the Company in favour of any person;
 - (f) Assets - except as expressly contemplated by this Agreement, the sale, transfer, lease, assignment, disposal or acquisition of Assets or any contract to do so where the market value of such Assets or the consideration in respect of the sale or acquisition of such Assets is in excess of **[Redacted]**;
 - (g) winding up - the appointment of a receiver, liquidator or administrator to the Company or any proposal to wind up the Company or make any composition or arrangement with creditors;
 - (h) litigation - the commencement or settlement of any litigation, arbitration or other proceedings that will cause, or is likely to cause, the Company to incur liabilities, losses, damages, costs or expenses (including legal costs) in excess of **[Redacted]**;
 - (i) Directors' fees - the payment of any fee or other remuneration to a director for his or her service as a director of the Company;
 - (j) Related Party Transactions - the making or entry into by the Company of any agreement, contract, arrangement or understanding with an Affiliate of the Company, a shareholder of the Company or a shareholder of any Affiliate of the Company other than related party transactions made or entered into in the ordinary course consistent with past practice and which are consistent with related party transactions made or entered into by the Company prior to the Effective Date and which have been expressly disclosed to South32 prior to the Effective Date; or
 - (k) Non-Arm's Length - the making or entry into by the Company of any agreement, contract, arrangement or understanding which is not in the ordinary course of business or which is not on an arm's length basis at market terms, or both, as the case may be;
- (87) **"Minas de Pinto Trust"** means the *"Minas de Pinto Trust"* established by the Minas de Pinto Trust Agreement;

- (88) **“Minas de Pinto Trust Agreement”** means an agreement dated April 22, 2014 among Ricardo Lopez Aragon (as trustee) and Mirta Ramona Castro de Pinto, Juan Manuel Pinto and Remberto Wilson Pinto (as initial beneficiaries) and the Company (beneficiary by assignment), as amended by a first addendum dated October 30, 2015 and as further amended by a second addendum dated May 8, 2017;
- (89) **“Minas de Pinto Trust Property”** means the Mineral Rights beneficially held by the Minas de Pinto Trust as more particularly described and depicted in Schedule 1;
- (90) **“Mineral Rights”** means any claim, prospecting licence, exploration licence or permit, exploration or mining permit or lease, mining licence, mining claim, mineral or mining concession, mineral claim and other forms of mineral tenure (including any application for the grant or issue of any of the foregoing) or other rights to minerals, or to work upon lands for the purpose of searching for, developing or extracting minerals under any form of mineral title recognized under applicable Law in Argentina, whether contractual, statutory or otherwise;
- (91) **“Mineral Reserve”** has the meaning given in the CIM Definition Standards;
- (92) **“Mineral Resource”** has the meaning given in the CIM Definition Standards;
- (93) **“Mineral Rights Files”** means those files maintained by the Direction of Mines (*Dirección de Minería*) of the Ministry of Mines (*Ministerio de Minería*) in the Province of San Juan in respect of the Mineral Rights described in Schedule 1 which were made available to, and inspected by, members of Randle Legal (being South32’s Argentinian counsel) in the period commencing on August 15, 2019 and concluding on September 10, 2019 (and a list of the files which were made available and inspected by Randle Legal is attached to the Disclosure Letter);
- (94) **“Minerals”** means all ores, solutions and concentrates or metals derived from them, containing precious, base and industrial minerals which are found in, on or under the Property and may lawfully be explored for, mined and sold under the Mineral Rights;
- (95) **[Redacted]**
- (96) **“Minsud Party”** means either Minsud, MAI, or the Company as the context dictates;

- (97) **“Minsud Parties”** means Minsud, MAI and the Company;
- (98) **“Minsud Records”** has the meaning given in section 3.8(2);
- (99) **“Minsud Refund”** has the meaning given in section 4.2(3);
- (100) **“MP Purchase Option Agreement”** means an exclusive and irrevocable purchase option agreement dated April 22, 2014, accepted on April 30, 2014, among the MP Owners, the MP Trustee and the Company, as amended by an addendum dated May 8, 2017;
- (101) **“MP Owners”** means, other than the Company, the beneficiaries of the Minas de Pinto Trust who are the exclusive beneficial owners (in the proportions specified in the Minas de Pinto Trust Agreement) of a 50% beneficial interest in the Minas de Pinto Trust;
- (102) **“MP Trust Documents”** has the meaning given in section 3.2(34);
- (103) **“MP Trustee”** has the meaning given in section 3.2(37);
- (104) **“NI 43-101”** means National Instrument 43-101, *“Standards of Disclosure for Mineral Projects”* published by the Canadian Securities Administrators, as amended from time to time, or any successor instrument, rule or policy;
- (105) **“Non-Core Property”** means all parts of the Property other than the Core Property;
- (106) **“Non-Defaulting Party”** has the meaning given in section 12.1;
- (107) **“Non-operating Party”** means a Party other than the Operator;
- (108) **“Notice”** or **“notice”** has the meaning given in section 14;
- (109) **“Operations”** means every kind of work done, or activity performed on or in respect of the Property to explore for Minerals including investigating, prospecting, exploring, drilling, analysing, property maintenance, permitting, sampling, assaying, preparation of reports, estimates and studies (including feasibility studies), surveying, rehabilitation, reclamation and environmental protection, and any management and administration necessary to conduct the foregoing work or activities;
- (110) **“Operator”** means the operator of the Operations prior to the exercise of the Earn-In Right;
- (111) **“Other Rights”** means any interest in real property, whether freehold, leasehold, licence, right of way, easement, any other surface or other right in relation to real property, and any right, licence or permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (112) **“Overhead and Senior Management Contribution”**, subject to sections 7.9(2) and 7.9(3), means a charge equal to **[Redacted]** of all items of

Expenditure incurred in relation to Operations performed after the Effective Date as long as such Expenditure is incurred pursuant to, and authorised by, an Approved Program and Budget but such Expenditure excludes the items of Expenditure referred to in sections 1.1(68)(o), 1.1(68)(r), 1.1(68)(s) and 1.1(68)(t);

- (113) **“Party”** means either Minsud, MAI, the Company or South32, as the context dictates;
- (114) **“Parties”** means Minsud, MAI, the Company and South32;
- (115) **“Permit”** means any applicable permit, consent, authorisation, registration, filing, lodgement, notarisation, certificate, endorsement, permission, licence, approval, authority or exemption by or with a Governmental Authority or other person or body having jurisdiction or authority in any way over the subject matter of this Agreement, the Property or the Operations;
- (116) **“Permitted Encumbrances”** means, with respect to the Property:
- (a) the exceptions and reservations contained in the original grant of the Mineral Rights or contained in any other grant or disposition from the relevant Governmental Authority;
 - (b) bona fide easements, rights of way, servitudes or other similar surface rights granted in the ordinary course of business that, if not required to be granted under applicable Law, do not materially impair the exercise of the rights which comprise the Property or use of the Property for the purposes for which it is held which purposes include the exploration for Minerals and the development of a mining project within the mining plots which comprise the Property, and are currently of record in the Mining Public Registry or in the case of surface rights and rights affecting real property, in the corresponding Public Registry of Property, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
 - (c) rights in the Property which are reserved to or vested in any Governmental Authority by applicable Law;
 - (d) any mineral royalty due to any Governmental Authority;
 - (e) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any part of the Property;
 - (f) liens for taxes, charges, rates, duties, levies and assessments which relate to obligations not at the time due or delinquent;

- (g) builder's, mechanic's, materialmen's and similar liens in respect of services rendered or goods supplied and undetermined or inchoate liens and charges incidental to current construction or current operation or which relate to obligations not at the time due or delinquent; and
 - (h) any Encumbrance expressly created by or arising from this Agreement.
- (117) **"Personnel"** means:
- (a) in relation to a Party, any of its (or any Affiliates) directors, officers, employees, agents, consultants, invitees, Subcontractors (including Subcontractors' Personnel) and representatives; and
 - (b) in relation to a Subcontractor, any of its directors, officers, employees, agents, consultants, invitees, subcontractors or representatives;
- (118) **"Pre-Existing Recoverable Consumption Tax"** has the meaning given in section 4.11(3);
- (119) **"Pre-Feasibility Study"** means a study (which complies with NI 43-101) of a range of options for the technical and economic viability of a mining project within the Property that has advanced to a stage where a preferred mining method, in the case of underground mining, or the pit configuration, in the case of an open pit, is established and an effective method of mineral processing is determined. The study must include a financial analysis based on reasonable assumptions on or in respect of mining, processing, metallurgical, economic, marketing, legal, environmental, social and governmental considerations and the evaluation of any other relevant factors which are sufficient for a Qualified Person, acting reasonably, to determine if all or part of the Mineral Resource may be classified as a Mineral Reserve;
- (120) **"Prescribed Covenant"** means the covenants set out in section 6.1(1), 6.1(4)(a), 6.1(4)(c)(i), section 6.7(1), section 6.7(2), section 7.6(1)(a), section 7.6(1)(b)(ii), section 7.6(1)(c), section 7.6(1)(d), section 7.6(1)(e) or section 7.10(1)(b);
- (121) **"Prescribed Covenant Breach"** has the meaning given in section **Error! Reference source not found.**;
- (122) **"Prescribed Warranty"** means a representation and warranty set out in section 3.2(4), section 3.2(5), section 3.2(6), section 3.2(11), section 3.2(12), section 3.2(47) (except to the extent that representation and warranty in section 3.2(47) relates or pertains to Anti-corruption Law), section 3.2(49), section 3.2(72) or section 3.2(74) (except to the extent

that representation and warranty in section 3.2(74) relates or pertains to Anti-corruption Law);

- (123) **“Property”** means the Mineral Rights and Other Rights, if any, described in Schedule 1 and includes the Mineral Rights and Other Rights, if any, which comprise the Trust Properties (also described in Schedule 1), together with any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those Mineral Rights or Other Rights that derive directly from those Mineral Rights or Other Rights (whether granting or conferring the same, similar or any greater rights and whether extending over the same or a greater or lesser domain) and where the context requires Property will also mean the geographical area which is the subject of the relevant rights;
- (124) **“Property Warranty”** means a representation and warranty set out in section 3.2(3), section 3.2(4), section 3.2(6), section 3.2(7), section 3.2(8), section 3.2(10), section 3.2(11), section 3.2(12), section 3.2(13), section 3.2(14), section 3.2(15) or section 3.2(72);
- (125) **“Put and Call Option Agreement”** means a put and call option dated May 10, 2011, between Compañía de Tierras Sud Argentino and Minsud;
- (126) **“Qualified Person”** has the meaning given in NI 43-101;
- (127) **“Qualifying Expenditure”** means an item of Expenditure that, in accordance with an Approved Program, is permitted to be or qualifies as Qualifying Expenditure for the purposes of this Agreement and, for certainty, Qualifying Expenditure will include any Additional Qualifying Expenditure;
- (128) **“Recoverable Consumption Tax”** has the meaning given in section 4.11(2)(a);
- (129) **“Regulated Substances”** means any pollutant, contaminant, chemical, industrial, toxic, hazardous or noxious substance or waste or any other material or substance that is now or hereafter prohibited, controlled, prescribed or regulated by any Governmental Authority or applicable Law, or the presence or quantity of which now or hereafter requires reporting, monitoring, investigation, removal or remediation by any Governmental Authority or applicable Law, including:
 - (a) any petroleum or petroleum compound (refined or crude), natural gas, natural gas liquids or related hydrocarbons, flammable substance, explosive, radioactive material or any other material or pollutant that poses a hazard or potential hazard to the Environment or any person;

- (b) asbestos or any asbestos-containing material of any kind or character, any materials or substances containing polychlorinated biphenyls or urea formaldehyde insulation;
 - (c) any material or substance designated as a “hazardous waste”, “hazardous substance”, “toxic pollutant” or “contaminant” under any Environmental Law; and
 - (d) any material or substance that is toxic, explosive, corrosive, flammable, ignitable, infectious, radioactive, reactive, carcinogenic, mutagenic or otherwise hazardous;
- (130) **“Representative”** means the individual appointed from time to time by a Party to act as a Party’s representative in respect of this Agreement and its subject matter;
- (131) **“Related Party”** means Minsud or MAI or an Affiliate of either Minsud or MAI;
- (132) **“Related Party Agreement”** means any contract or other legally binding transaction, arrangement or understanding between the Company and a Related Party;
- (133) **“Release Provision”** means any one or more of sections 5.2(1)(d), **Error! Reference source not found.**, 5.2(2)(d), **Error! Reference source not found.**, 5.2(3)(d), **Error! Reference source not found.**, 5.2(4)(d), **Error! Reference source not found.**, 5.2(5)(d), **Error! Reference source not found.**, 5.10(3) or **Error! Reference source not found.** (as the case may be);
- (134) **“Report and Budget”** means the Year 1 Report and Budget, the Year 2 Report and Budget or the Year 3 Report and Budget, as the context dictates;
- (135) **“Right to Terminate”** means a right to terminate or rescind the relevant Company Purchase Option Agreement (in whole or in part) whether arising under the relevant Company Purchase Option Agreement or at law or in equity or otherwise;
- (136) **“Rules”** has the meaning given in section 13.3(1);
- (137) **“Satisfaction Date”** has the meaning given in section 2.1;
- (138) **“Second Tranche”** means a contribution of capital equal to the full amount of the estimated Qualifying Expenditure provided for in the Approved Program (which forms part of the Year 2 Approved Program) to be contributed by South32 to the Company in accordance with section 4.3 together with, if applicable, any additional contribution of capital by South32 to the Company to fund Additional Qualifying Expenditure

approved by the Technical Committee, which contribution of capital must not be less than three million, five hundred thousand Canadian dollars (C\$3,500,000) but if the amount of the First Tranche exceeds three million, five hundred thousand Canadian dollars (C\$3,500,000), then such excess will reduce such minimum;

- (139) “**Shareholders’ Agreement**” means an agreement between MAI and South32 (as the shareholders of the Company) and the Company on the terms set out in Schedule 3;
- (140) “**Shareholders Meeting**” means a meeting of all of the shareholders of the Company held on or before the Effective Date, and a true copy of the minutes of such meeting of the shareholders are attached as Schedule 4;
- (141) “**Share Certificates**” has the meaning given in section 5.4(4);
- (142) “**Shares**” means, as at the relevant determination date, all of the issued and outstanding share capital of the Company;
- (143) “**South32 Initial Capital Contribution**” means, together, any of the First Tranche, Second Tranche, Third Tranche or Fourth Tranche contributed by South32 to the Company (as a contribution of capital) during the Earn-In Period;
- (144) “**Statutory Pre-emptive Rights**” are the statutory pre-emptive and accretion rights provided for in the Argentine Companies Act No. 19,550 as amended;
- (145) “**Subcontractor**” means any person engaged by a Party to perform any part of that Party’s obligations under this Agreement and includes a supplier of that Party;
- (146) “**Subscription Shares**”, as the context requires, means:
 - (a) in the case where section 4.1(1)(a) applies, that number of shares in the capital of the Company that is equal to 10% of the Shares (which, for certainty, is 10% of the Shares after the subscription referred to in section 4.1(1)(a));
 - (b) in the case where section 4.1(1)(c) applies, that number of shares in the capital of the Company that is equal to 50.1% of the Shares (which, for certainty, is 50.1% of the Shares after the subscription referred to in section 4.1(1)(c));
- (147) “**Tax**” means:
 - (a) a tax (including a tax on debits or credits on an Argentine banking account), levy, charge, impost, duty, fee, deduction, compulsory loan or withholding; or

(b) an income, value added tax, customs, mining, stamp or transaction duty, tax or charge,

(or both, as the case may be) that is or may be at any time assessed, levied, imposed or collected by a Governmental Authority and includes interest, fines, penalties, charges, fees or other amounts imposed on or in respect of any of the foregoing;

(148) “**Technical Committee**” has the meaning given in section 7.11(1);

(149) “**Termination Shares**” has the meaning given in section 5.11(1)(a);

(150) “**Third-Party Claim**” has the meaning given in section 3.7(2);

(151) “**Third Tranche**” means a contribution of capital equal to the full amount of the estimated Qualifying Expenditure provided for in the Approved Program (which forms part of the Year 3 Approved Program) to be contributed by South32 to the Company in accordance with section 4.4 together with, if applicable, any additional contribution of capital by South32 to the Company to fund Additional Qualifying Expenditure approved by the Technical Committee, which contribution of capital must not be less than three million, five hundred thousand Canadian dollars (C\$3,500,000) but if the aggregate of the First Tranche and the Second Tranche exceeds seven million Canadian dollars (C\$7,000,000), then such excess will reduce such minimum;

(152) “**Tranche**” means the First Tranche, the Second Tranche, the Third Tranche or the Fourth Tranche, as the context dictates;

(153) “**Transfer Notice**” means a transfer notice in the form set out in Schedule 5 to be given by South32 to the Company notifying by public act (*acto público*) the transfer to MAI of South32’s rights in relation to any Capital Contribution made by South32 under this Agreement in connection with the termination of this Agreement as provided for in section 5.2(1), section 5.2(2), section 5.2(3), section 5.2(4) or section 5.2(5) (as the case may be);

(154) “**Transfer Price**” means fourteen million Canadian dollars (C\$14,000,000);

(155) “**Transferred Shares**” has the meaning given in section 4.1(1)(b);

(156) “**Troy Agreement**” means:

(a) an assignment of Minerals Rights agreement dated April 22, 2014 between the Company and Troy Resources Argentina Ltd. Sucursal; and

- (b) an assignment of Mineral Rights agreement dated April 16, 2014 between the Company and Troy Resources Argentina Ltd. Sucursal, ratified by the Company on April 22, 2014
- (157) **“Trust”** means the Brechas Vacas Trust or the Minas de Pinto Trust, as the context dictates;
- (158) **“Trustee”** means the BV Trustee or the MP Trustee, as the context dictates;
- (159) **“Trusts”** means the Brechas Vacas Trust and the Minas de Pinto Trust;
- (160) **“Trust Agreement”** means the Brechas Vacas Trust Agreement or the Minas de Pinto Trust Agreement, as the context dictates;
- (161) **“Trust Agreements”** means the Brechas Vacas Trust Agreement and the Minas de Pinto Trust Agreement;
- (162) **“Trust Properties”** means the Brechas Vacas Trust Property and the Minas de Pinto Trust Property;
- (163) **“Trust Property”** means either of the Brechas Vacas Trust Property and the Minas de Pinto Trust Property, as the context requires;
- (164) **“Unsafe”** includes actual or potential hazards and incidents relating to safety, health or the Environment;
- (165) **“Warranty Period”** means:
- (a) in the case of the representations and warranties set out in sections 3.1(1), 3.2(1) to 3.2(15) (inclusive), sections 3.2(20) to 3.2(79) (inclusive) and sections 3.2(87) to 3.2(99) (inclusive), **[Redacted]**; and
- (b) in the case of the representations and warranties set out in sections 3.2(16) to 3.2(19) (inclusive) and sections 3.2(80) to 3.2(86) (inclusive), **[Redacted]**;
- (166) **“Wilful Misconduct”** means any act or failure to act that was intentional and intended to cause or which was in reckless disregard of or wanton indifference to, the foreseeable consequences of such action or failure to act;
- (167) **“Year”** means:
- (a) in the case of Year 1, the period commencing on the Effective Date and expiring on December 31, 2020 or such earlier date as the Parties agree in writing;
- (b) after expiration of Year 1, each period of 12 successive months, with the first such period commencing on the Year 2

Commencement Date and each successive period commencing on an anniversary of the Year 2 Commencement Date and, for the avoidance of doubt, the “**Final Year**” will, as the context requires, be the period commencing on an anniversary of the Year 2 Commencement Date occurring immediately prior to the earlier of:

- (i) the date of satisfaction of the Earn-In Condition; or
- (ii) the date of termination or expiry of this Agreement;

- (168) “**Year 1 Expiration Date**” means, subject to sections 4.7, 5.2(7) and 9.4, the date on which Year 1 expires;
- (169) “**Year 2 Commencement Date**” means January 1, 2021;
- (170) “**Year 2 Expiration Date**” means, subject to sections 4.7, 5.2(7) and 9.4, the date on which Year 2 expires;
- (171) “**Year 3 Expiration Date**” means, subject to sections 4.7, 5.2(7) and 9.4, the date on which Year 3 expires;
- (172) “**Year 4 Expiration Date**” means, subject to sections 4.6, 5.2(7) and 9.4, the date on which Year 4 expires;
- (173) “**Year 1 Approved Program**” means the program of Operations (and related Approved Budget) to be undertaken in Year 1 as initialled by or on behalf of each Party on or immediately before the Effective Date, as altered or modified pursuant to section 7.11(8) (as the case may be);
- (174) “**Year 2 Approved Program**” means the program of Operations (and related Approved Budget) to be undertaken in Year 2 as approved by the members of the Technical Committee in accordance with section 7.11(6) or approved by South32 in accordance with section 7.11(9) (as the case may be), as altered or modified pursuant to section 7.11(8) (as the case may be);
- (175) “**Year 3 Approved Program**” means the program of Operations (and related Approved Budget) to be undertaken in Year 3 as approved by the members of the Technical Committee in accordance with section 7.11(6) or approved by South32 in accordance with section 7.11(9) (as the case may be), as altered or modified pursuant to section 7.11(8) (as the case may be);
- (176) “**Year 4 Approved Program**” means the program of Operations (and related Approved Budget) to be undertaken in Year 4 as approved by the members of the Technical Committee in accordance with section 7.11(6) or approved by South32 in accordance with section 7.11(9) (as the case may be), as altered or modified pursuant to section 7.11(8) (as the case may be);

- (177) “**Year 4 Earn-In Right Exercise Date**” has the meaning given in section 5.2(4);
- (178) “**Year 1 Report and Budget**” has the meaning given in section 7.5(2)(a);
- (179) “**Year 2 Report and Budget**” has the meaning given in section 7.5(2)(b);
and
- (180) “**Year 3 Report and Budget**” has the meaning given in section 7.5(2)(c).

1.2 Interpretation

Unless the context otherwise expressly requires, in this Agreement:

- (1) the singular includes the plural and conversely and a gender includes all genders;
- (2) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (3) a reference to a person (including a Party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Governmental Authority;
- (4) a reference to a section, schedule or annexure is a reference to a section of or a schedule or annexure to this Agreement;
- (5) a reference to any party (including a Party) includes that party’s executors, administrators, substitutes (including, but not limited to, persons taking by novation), successors and permitted assigns;
- (6) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document;
- (7) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it;
- (8) a reference to writing includes a facsimile or electronic mail transmission and any means of reproducing words in a tangible and permanently visible form;
- (9) a reference to “*CAD*” or “*C*” is to the currency of Canada;
- (10) a reference to “*ARS*” or “*peso*” is to the currency of Argentina;
- (11) a reference to “*USD*” or “*US*” is to the currency of the United States of America;

- (12) the word “*including*” means “*including without limitation*” and “*include*” and, “*includes*” will be construed similarly;
- (13) headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation;
- (14) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (15) if an act is prescribed to be done on a specified day which is not a Business Day, it must be done instead on the next Business Day;
- (16) where any representation, warranty or other statement in this Agreement is expressed to be given or made by Minsud (or the Minsud Parties) or South32, as applicable, to its knowledge or is otherwise expressed to be limited in scope to facts or matters known to Minsud (or the Minsud Parties) or South32, as applicable, or of which Minsud (or the Minsud Parties) or South32, as applicable, is aware, it will mean such knowledge as is actually known to the directors and officers of Minsud (or the other Minsud Parties) or the directors and officers of South32, as applicable, in each case after having made due inquiry; and
- (17) a reference to a thing (including a right, obligation or concept) includes a part of that thing but nothing in this section 1.2(17) implies that performance of part of an obligation constitutes performance of the obligation.

1.3 Parties and Other Matters

During the Earn-In Period the Parties agree that for the purposes of this Agreement:

- (1) a notice given by South32 to one Minsud Party will be deemed to have been given to each Minsud Party;
- (2) any consent given, or agreement made, by a Minsud Party will be deemed to have been given or made (as the case may be) by each Minsud Party;
- (3) any consultation by South32 with one Minsud Party will be deemed to be consultation by South32 with each Minsud Party;
- (4) any election by one Minsud Party will be deemed to have been made by each Minsud Party and any failure by one Minsud Party to make an election will be deemed to be a failure of each Minsud Party to make an election;
- (5) a Dispute Representative nominated by a Minsud Party will be the Dispute Representative for each Minsud Party;

- (6) a breach of any representation or warranty given or made by a Minsud Party under this Agreement or a breach of, or failure by, a Minsud Party or its Personnel to perform any covenant or obligation of that Minsud Party under this Agreement will be deemed to be a breach of failure by each Minsud Party;
- (7) if a Minsud Party commits or is the subject of an Insolvency Event then each Minsud Party will be deemed to have committed or be the subject of that Insolvency Event; and
- (8) any right, power, authority, discretion, right of enforcement or remedy that is capable of exercise by each Minsud Party under or in connection with this Agreement will, when exercised by one Minsud Party, be deemed to have been exercised by each Minsud Party.

1.4 Schedules

The following schedules are attached to and incorporated in this Agreement:

- (1) Schedule 1 – Property Description;
- (2) Schedule 2 – Existing Agreements;
- (3) Schedule 3 – Shareholders’ Agreement;
- (4) Schedule 4 – Minutes of Shareholders Meeting;
- (5) Schedule 5 – Transfer Notice.

2. CONDITION PRECEDENT

2.1 Condition Precedent

This Agreement and the obligations of the Parties under it are subject to the receipt by Minsud of the final approval of the TSX Venture Exchange in respect of the transactions contemplated under this Agreement on or before that date that is thirty (30) days after the Effective Date (“**Satisfaction Date**”).

2.2 Obligations of Minsud Parties

Each Minsud Party will:

- (1) use its reasonable efforts to achieve satisfaction of the Condition Precedent as soon as practicable after the Effective Date;
- (2) keep South32 promptly and reasonably informed of the steps it has (or its Affiliates have) taken and of its (or its Affiliates) progress towards satisfaction of the Condition Precedent, including providing copies of any correspondence or lodgements with a Governmental Authority;

- (3) promptly notify South32 in writing if it becomes aware that the Condition Precedent has been satisfied, in which case the relevant Minsud Party will also provide reasonable evidence that the Condition Precedent has been satisfied; and
- (4) promptly notify each South32 in writing of the failure to satisfy the Condition Precedent or of any fact or circumstance that does, or that it reasonably believes may, result in the Condition Precedent becoming incapable of being satisfied or that may result in the Condition Precedent not being satisfied in accordance with its terms.

2.3 Waiver

The Condition Precedent is for the benefit of all Parties and may only be waived with the agreement in writing of all Parties.

2.4 Non-satisfaction

If the Condition Precedent is not satisfied or waived by the Satisfaction Date then either Party may:

- (1) by notice to the other Party terminate this Agreement; or
- (2) extend the Satisfaction Date with the written consent of the other Party on one or more occasions.

2.5 Rights on Termination

If this Agreement is terminated under section 2.4 then:

- (1) this Agreement will be at an end; and
- (2) each Party is released from its obligation to further perform this Agreement except those provisions imposing on it obligations of confidentiality.

3. REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties

- (1) Each Minsud Party jointly and severally represents and warrants to South32 and South32 represents and warrants to each Minsud Party that:
 - (a) it is duly formed, incorporated, amalgamated or continued (as the case may be) and validly exists under the law of its place of formation, incorporation, amalgamation or continuance;
 - (b) it is in good standing under the legislation under which it was formed, incorporated, amalgamated or continued (as the case may be);

- (c) it has full legal capacity and power:
 - (i) to own its property and assets and to carry on its business; and
 - (ii) to enter into this Agreement and to perform its obligations under this Agreement.
- (d) it is or at the relevant time will be directly or indirectly (through an Affiliate) qualified to do business in Argentina and lawfully authorized to hold Mineral Rights in Argentina;
- (e) subject only to Minsud obtaining the final approval of the TSX Venture Exchange referred to in section 2.1, it has taken all action (whether corporate or otherwise) that is necessary to authorize its entry into this Agreement and to perform its obligations under this Agreement;
- (f) this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy subject to applicable Law generally affecting creditors' rights and to principles of equity (where applicable);
- (g) the execution, delivery and performance by it of this Agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (i) its Charter Documents;
 - (ii) any material term or provision of any security arrangement, undertaking, agreement or deed; or
 - (iii) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it or any of its property is bound;
- (h) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or, to its knowledge, threatened against it which if adversely decided could, in the reasonable opinion of the Party's management, have a material adverse effect on the Party's business, assets (including the Property) or financial condition such as to materially impair its ability to perform its obligations under this Agreement;
- (i) no liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator is currently appointed in relation to it or any of its property;

- (j) to its knowledge, there are no facts, matters or circumstances which give any person the right to appoint or to apply to appoint (as the case may be) a liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator to it or any of its property; and
 - (k) it is unaware of any material facts or circumstances that have not been disclosed in this Agreement, which should be disclosed to each other Party in order to prevent the representations and warranties in this section 3.1(1) from being materially misleading.
- (2) The representations and warranties contained in section 3.1(1) will be treated as made and be binding upon each Party continuously during the term of this Agreement and each Party must immediately notify each other Party if any of its representations and warranties set out in this section 3.1 are not true and correct in any material respect.

3.2 Minsud Parties Representations and Warranties

Each Minsud Party jointly and severally represents and warrants to South32 that:

Absence of Approvals Required

- (1) except as expressly provided otherwise in this Agreement, no authorization, approval, order, licence, permit or consent of any Governmental Authority or other third person, and no registration, declaration or filing by any Minsud Party with any such Governmental Authority or other third person is required in order for any Minsud Party:
- (a) to consummate the transactions contemplated by this Agreement;
 - (b) to execute and deliver all of the documents and instruments to be delivered by a Minsud Party under this Agreement;
 - (c) to duly perform and observe the terms and provisions of this Agreement; and
 - (d) to render this Agreement legal, valid, binding and enforceable;
- (2) the transactions contemplated by the Parties under this Agreement do not constitute the sale of all or substantially all of the Assets of any Minsud Party, and other than Minsud obtaining the written consent approval of its shareholders as may be required for the final approval of the TSX Venture Exchange referred to in section 2.1, each Minsud Party is not required to obtain any other approvals from its shareholders under the *Business Corporations Act (Ontario)* or otherwise;

The Property and Related Matters

- (3) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the Property is properly and accurately described in Schedule 1;
- (4) subject to and except as expressly disclosed in and qualified by the Disclosure Letter and to the Company Purchase Option Agreements and the Trust Agreements, the Company is the exclusive beneficial and registered or recorded owner of a 100% undivided interest in the Property;
- (5) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the Company Purchase Option Agreements and the Trust Agreements, the Company is legally entitled to hold the Property and will remain so entitled until the exercise of the Earn-In Right or the termination of this Agreement, whichever is the earlier;
- (6) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, all of the Mineral Rights comprising the Property are current and in good standing and have been validly and properly located, staked, tagged and recorded (as the case may be) in accordance with the laws of the jurisdiction in which the Property is located and there are no disputes, threatened or now existing of which a Minsud Party is aware, as to title to or the staking or recording of, those Mineral Rights;
- (7) subject to and except as expressly disclosed in and qualified by the Disclosure Letter and to the Company Purchase Option Agreements and the Trust Agreements and except for the Permitted Encumbrances, the Property and each Minsud Party's interest in the Property (whether direct or indirect) is free and clear of any Encumbrance;
- (8) subject to and except as expressly disclosed in and qualified by the Disclosure Letter and to the Company Purchase Option Agreements, the Trust Agreements and the Existing Royalties there are, to the knowledge of the Minsud Parties, no outstanding agreements, options or other arrangements to acquire or purchase the Property or any interest in the Property and no person has any royalty or other interest whatsoever in production or profits from the Property;
- (9) each Minsud Party has made available to South32 all material Exploration Data in its possession as at the Effective Date and such Exploration Data is true and correct (to the knowledge of the Minsud Parties) in all material respects and no relevant Exploration Data in respect of the Property has been withheld;
- (10) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the Company has obtained or acquired all authorizations, rights or powers necessary in, over or to the surface area of the Property to access the Property and to conduct Operations on the Property necessary to be obtained or acquired;

- (11) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, all work, payment or expenditure obligations applicable to the Property, all reports or evidence of the work or expenditure and other requirements to be satisfied or filed to keep the Property in good standing which were to have been satisfied by the Effective Date have been satisfied or filed to the satisfaction of the applicable Governmental Authority or other applicable person;
- (12) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, all fees (*canon*), rentals, taxes, assessments and renewal fees and other governmental charges applicable to, or imposed on, the Property which were due to be paid on or before the Effective Date have been paid in full;
- (13) there are no actual claims, challenges, suits, actions, prosecutions, investigations or proceedings of which the Minsud Parties have been given notice, nor, to the knowledge of the Minsud Parties, are there any threatened adverse claims, challenges, suits, actions, prosecutions, investigations or proceedings against or to, the ownership of, or title to, the Property or of any challenge to the Company's right, title or interest in the Property nor to the knowledge of each Minsud Party is there any basis for any of the foregoing;
- (14) each Minsud Party has no notice, or knowledge, of any proposal to terminate or vary the terms of or rights attaching to, the Property from any Governmental Authority or other person having jurisdiction in any way over the Property;
- (15) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the Property does not lie within any protected area, rescued area, reserve, reservation, reserved area, national or provincial park, buffer zone or special needs lands as designated by any Governmental Authority having jurisdiction, that would impair the exploration for Minerals or the development of a mining project on the Property;
- (16) subject to and except as expressly disclosed in and qualified by the Disclosure Letter and except for obligations imposed on the Company in respect of operations conducted by the Company on the Property before the Effective Date pursuant to Permits or applicable Environmental Law, the Property and the Company are not subject to any Environmental Liabilities nor to the knowledge of each Minsud Party is there any basis for the Property and the Company to be subject to any Environmental Liabilities;
- (17) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, there are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital

expenditures with respect to the Property or the conduct of the business related to the Property, nor to the Minsud Parties' knowledge has any activity by the Company on the Property been in violation of any applicable Environmental Law, and to their knowledge, conditions on and relating to the Property are in compliance with that Environmental Law;

- (18) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, since the Company has owned the Property and, to its knowledge, prior to such ownership there has been no material spill, discharge, leak, emission, ejection, escape, dumping, or any release or threatened release of any Regulated Substance from, on, in or under the Property or into the Environment by the Company, except releases expressly permitted or otherwise authorized by applicable Law;
- (19) subject to and except as expressly disclosed in and qualified by the Disclosure Letter and except as is expressly permitted by the terms of the Mineral Rights comprising the Property, no Regulated Substance has been treated, disposed of or is located or stored on the Property as a result of activities of a Minsud Party or, to its knowledge, its predecessors in title or interest;
- (20) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, to the knowledge of each Minsud Party, there is no pending or ongoing claims or actions taken by or on behalf of any native or aboriginal persons, community groups or non-governmental organizations with respect to the Property or the operations and activities of the Company on, in or with respect to the Property and no archaeological remains have been found on the surface of the Property;

Brechas Vacas Trust and the BV Purchase Option Agreement

- (21) the copies of the Brechas Vacas Trust Agreement and any other documents relating to the Brechas Vacas Trust ("**Brechas Vacas Trust Documents**") delivered to South32 before the Effective Date are true copies of the Brechas Vacas Trust Documents as in force at the Effective Date;
- (22) the Brechas Vacas Trust Documents delivered to South32 contain full particulars of all the terms of the Brechas Vacas Trust;
- (23) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, each of the Brechas Vacas Trust and the Brechas Vacas Trust Agreement has not been terminated or rescinded;
- (24) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, Ricardo Lopez Aragon ("**BV Trustee**") is the sole trustee of the Brechas Vacas Trust and:

- (a) to the knowledge of the Minsud Parties, no action has been taken to remove or replace the BV Trustee;
 - (b) to the knowledge of the Minsud Parties, the BV Trustee is not in default under the Brechas Vacas Trust Agreement;
 - (c) to the knowledge of the Minsud Parties, the BV Trustee has complied with all obligations (fiduciary obligations) directly or indirectly imposed on it;
 - (d) the BV Trustee is the exclusive registered or recorded legal owner of a 100% interest in the Brechas Vacas Trust Property and holds fiduciary title to and ownership of the Brechas Vacas Trust Property;
- (25) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the Company is the exclusive owner of a 50% beneficial interest in the Brechas Vacas Trust and, subject to the terms of the BV Purchase Option Agreement and the Brechas Vacas Trust Agreement, the exclusive indirect owner of a 50% beneficial interest in the Brechas Vacas Trust Property;
- (26) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the BV Owners are the beneficiaries of a 50% beneficial interest in the Brechas Vacas Trust;
- (27) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the BV Purchase Option Agreement is legal, valid, binding and enforceable on the BV Trustee, the BV Owners and the Brechas Vacas Trust in accordance with its terms and applicable Law and, subject to applicable Law, constitutes legal, valid, binding and enforceable obligations of the BV Trustee, the BV Owners and the Brechas Vacas Trust;
- (28) the BV Trustee had and continues to have full, complete and valid power and authority to enter into BV Purchase Option Agreement and to perform its obligations under BV Purchase Option Agreement;
- (29) all necessary action has been taken to authorise the execution and performance of the BV Purchase Option Agreement under the Brechas Vacas Trust Agreement;
- (30) subject to this Agreement, the BV Purchase Option Agreement and the Brechas Vacas Trust Agreement contain the entire agreement of the BV Trustee and the Company with respect to the Brechas Vacas Trust Property and no other agreement (whether written, oral or otherwise) exists between the BV Trustee and the Company in relation to the Brechas Vacas Trust Property other than the BV Purchase Option Agreement and the Brechas Vacas Trust Agreement;

- (31) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the BV Purchase Option Agreement has not been terminated or rescinded;
- (32) subject to and except as expressly disclosed in and qualified by the Disclosure Letter and except as expressly specified in the BV Purchase Option Agreement and the Brechas Vacas Trust Agreement, the Brechas Vacas Trust Property and the Company's interest in the Brechas Vacas Trust Property are free and clear of all Encumbrances;
- (33) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, no Company Purchase Option Agreement Default of the BV Purchase Option Agreement has occurred and without limiting the foregoing, all payments or issue of shares which were required to be made or issued by a Minsud Party under the BV Purchase Option Agreement as at the Effective Date have been made or issued (or both, as the case may be);

Minas de Pinto Trust and the MP Purchase Option Agreement

- (34) the copies of the Minas de Pinto Trust Agreement and any other documents relating to the Minas de Pinto Trust ("**Minas de Pinto Trust Documents**") delivered to South32 before the Effective Date are true copies of the Minas de Pinto Trust Documents as in force at the Effective Date;
- (35) the Minas de Pinto Trust Documents delivered to South32 contain full particulars of all the terms of the Minas de Pinto Trust;
- (36) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, each of the Minas de Pinto Trust and the Minas de Pinto Trust Agreement has not been terminated or rescinded;
- (37) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, Ricardo Lopez Aragon ("**MP Trustee**") is the sole trustee of the Minas de Pinto Trust and:
 - (a) to the knowledge of the Minsud Parties, no action has been taken to remove or replace the MP Trustee;
 - (b) to the knowledge of the Minsud Parties, the MP Trustee is not in default under the Minas de Pinto Trust Agreement;
 - (c) to the knowledge of the Minsud Parties, the MP Trustee has complied with all obligations (fiduciary obligations) directly or indirectly imposed on it;
 - (d) the MP Trustee is the exclusive registered or recorded legal owner of a 100% interest in the Minas de Pinto Trust Property and holds

fiduciary title to and ownership of the Minas de Pinto Trust Property;

- (38) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the Company is the exclusive owner of a 50% beneficial interest in the Minas de Pinto Trust and, subject to the terms of the MP Purchase Option Agreement and the Minas de Pinto Trust Agreement, the exclusive indirect owner of a 50% beneficial interest in the Minas de Pinto Trust Property;
- (39) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the MP Owners are the beneficiaries of a 50% beneficial interest in the Brechas Vacas Trust;
- (40) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the MP Purchase Option Agreement is legal, valid, binding and enforceable on the MP Trustee, the MP Owners and the Minas de Pinto Trust in accordance with its terms and applicable Law and, subject to applicable Law, constitutes legal, valid, binding and enforceable obligations of the MP Trustee, the MP Owners and the Minas de Pinto Trust;
- (41) the MP Trustee had and continues to have full, complete and valid power and authority to enter into MP Purchase Option Agreement and to perform its obligations under MP Purchase Option Agreement;
- (42) all necessary action has been taken to authorise the execution and performance of the MP Purchase Option Agreement under the Minas de Pinto Trust Agreement;
- (43) subject to this Agreement, the MP Purchase Option Agreement and the Minas de Pinto Trust Agreement contain the entire agreement of the MP Trustee and the Company with respect to the Minas de Pinto Trust Property and no other agreement (whether written, oral or otherwise) exists between the MP Trustee and the Company in relation to the Minas de Pinto Trust Property other than the MP Purchase Option Agreement and the Minas de Pinto Trust Agreement;
- (44) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the MP Purchase Option Agreement has not been terminated or rescinded;
- (45) subject to and except as expressly disclosed in and qualified by the Disclosure Letter and except as expressly specified in the MP Purchase Option Agreement and the Minas de Pinto Trust Agreement, the Minas de Pinto Trust Property and the Company's interest in the Minas de Pinto Trust Property are free and clear of all Encumbrances;

- (46) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, no Company Purchase Option Agreement Default of the MP Purchase Option Agreement has occurred and without limiting the foregoing, all payments or issue of shares which were required to be made or issued by a Minsud Party under the MP Purchase Option Agreement as at the Effective Date have been made or issued (or both, as the case may be);

Compliance with Applicable Law

- (47) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, each Minsud Party and its Personnel, and, to its knowledge, its predecessors in title or interest, have conducted its business, operations and activities (including all activities to acquire interests in, on or in respect of the Property) in compliance in all material respects with all applicable Law (including Anti-corruption Law);
- (48) each Minsud Party, its Personnel and its Affiliates have not engaged in any conduct that is in breach of section 15.18;
- (49) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, the Company holds all necessary Permits for the proper carrying on of its business which it is required to hold as at the Effective Date and has complied with the terms of all those Permits;
- (50) the provisions of this Agreement that pertain to the management and administration of the Company comply with all applicable Law;

Existing Shares

- (51) as at the Effective Date:
- (a) the issued and outstanding share capital of the Company consists of 145,494,299 Shares with a par value of ARG\$1;
 - (b) MAI owns 99.63% of the Shares and Compañía de Tierras Sud Argentino S.A. owns 0.37% of the Shares ("**Existing Share Owners**");
- (52) the Shares are ordinary shares and, except for the Statutory Pre-emptive Rights, do not grant to or confer on the Existing Share Owners any preferential, pre-emptive or other third party rights;
- (53) MAI is the registered, legal and beneficial owner of 99.63% of the Shares, has good and marketable title to such Shares and such Shares are free and clear of any Encumbrance or third party claim;
- (54) each of MAI and Compañía de Tierras Sud Argentino S.A. has not given or agreed to and will not give or agree to give any Encumbrance over any of its Shares;

- (55) the Shares have been validly issued and fully paid and no moneys are owing in respect of them;
- (56) none of the Shares has been issued in violation of any preferential, pre-emptive or other third party rights and the Company has not declared any dividend or other distribution and is not under any obligation to redeem or repurchase any shares or other securities issued by it;
- (57) except for this Agreement, there is no shareholder agreement, voting trust, proxy or other agreement or understanding relating to the voting of the Shares;
- (58) except for this Agreement, there are no agreements, arrangements or understandings in effect under which the Company is obliged at any time to issue any shares or other securities of the Company;
- (59) except for the Statutory Pre-emptive Rights, no person has any agreement, right (including any pre-emptive right) or option, present or future, contingent, absolute or capable of becoming an agreement, or which will with the passage of time or the occurrence of any event become an agreement, right (including a pre-emptive right) or option to acquire any Shares;

Issued Shares

- (60) upon issue by the Company the Issued Shares will be validly allotted and fully paid and no money will be owing in respect of them;
- (61) upon issue by the Company no Issued Shares will be issued in violation of any preferential, pre-emptive or other rights of others and the Existing Share Owners will have irrevocably and expressly waived any preferential or pre-emptive rights to subscribe for or acquire the Issued Shares or any of them;
- (62) except as provided in the Shareholders' Agreement, upon issue by the Company of the Issued Shares there will be no shareholder agreement, voting trust, proxy or other agreement or understanding relating to the voting of the Issued Shares;
- (63) except as provided in the Shareholders' Agreement, upon issue by the Company of the Issued Shares there will be no agreements, arrangements or understandings in place in respect of the Issued Shares under which the Company is obliged at any time to issue any shares or other securities in the Company;
- (64) except for the Statutory Pre-emptive Rights and except as provided in this Agreement and the Shareholders' Agreement, upon issue by the Company of the Issued Shares no person will have any agreement, right or option, present or future, contingent, absolute or capable of becoming

an agreement, or which will with the passage of time or the occurrence of any event become an agreement, right or option to acquire the Issued Shares or any of them;

- (65) except as provided in the Shareholders' Agreement, upon issue by the Company the Issued Shares will grant full voting and economic rights, with no restrictions whatsoever, and will be issued as part of the ordinary shares of the Company;

No Indebtedness, Security or Claims

- (66) except as expressly contemplated by or incurred pursuant to Approved Programs or this Agreement and except as expressly disclosed and qualified by the Disclosure Letter, the Company has no liabilities or obligations whatsoever (whether accrued, absolute, contingent or otherwise);
- (67) subject to and except as expressly disclosed in and qualified by the Disclosure Letter and without limiting section 3.2(66), the Company is not indebted to Minsud or its Personnel, MAI or its Personnel, or any other Affiliate of Minsud, on any account whatsoever;
- (68) except for the Permitted Encumbrances, the Company and its Assets are not the subject of any Encumbrance and the Company has not given or agreed to give any Encumbrance over it or its Assets (or both);
- (69) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, to the Minsud Parties' knowledge, no person has any Claim of any nature against the Company or its Assets;

Absence of Investments or Agreements

- (70) subject to the Company Purchase Option Agreements and the Trust Agreements, the Company does not own any shares or other securities or interests in any person and has no obligation to acquire any Assets from, or any interest in, any person;
- (71) except as disclosed in this Agreement and in Schedule 2, the Company has not made or entered into any material contract, agreement, arrangement or understanding (including with any Government Authority) which is still in force and effect and which are in respect of or which pertain to the Assets of the Company (including the Property) or the Company;

Assets of Company

- (72) subject to and except as expressly disclosed in and qualified by the Disclosure Letter and except for the Permitted Encumbrances, the

Company owns and possesses and has a good marketable title to its Assets free and clear of all Encumbrances;

- (73) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, except for the Permitted Encumbrances, no person has any agreement, right (including any pre-emptive right) or option, present or future, contingent, absolute or capable of becoming an agreement, or which will with the passage of time or the occurrence of any event become an agreement, right (including a pre-emptive right) or option to acquire the Assets of the Company or any of them or an interest (whether direct or indirect) in the Assets of the Company;
- (74) subject to and except as expressly disclosed in and qualified by the Disclosure Letter, all Permits required for the uses to which the Assets of the Company have been put, have been obtained in compliance with all applicable Law (including Anti-corruption Law) and are in good standing;

Company Articles

- (75) the Company has made available to South32 a complete, true and accurate copy of the Company Articles as in force as at the Effective Date;
- (76) the Company Articles contain the entire Charter Documents of the Company;
- (77) the Company Articles comply in all respects with all applicable Law;

Corporate Records/Books and Records of the Company

- (78) the corporate records of the Company, as required to be maintained by it pursuant to applicable Law, are accurate, complete and up to date in all material respects, and are maintained at the records office of the Company. Without limiting the foregoing, the minute books of the Company contain true, correct and complete copies of the minutes of every meeting of its board of directors and of its shareholders and every written resolution of its directors and shareholders during the periods covered by such minute books. All corporate proceedings and actions reflected in the corporate records of the Company (including the minute books) have been, in all material respects, conducted or taken in compliance with applicable Law and with the Company Articles;
- (79) all transactions of the Company have been properly and accurately recorded in the appropriate books and records of the Company and such books and records are correct and complete in all material respects and have been maintained and retained in accordance with applicable Law, including tax and corporate laws and regulations, accounting requirements and good business practice in the jurisdictions where the Company operates;

Tax and Tax Returns of the Company

- (80) all Tax and other information returns required to be filed with respect to the Company, its Assets (including the relevant parts of the Property), business or income for all previous years or other reporting periods, under applicable Law (including the laws of Canada and Argentina) have been prepared and duly filed on or before their respective due dates or as such dates may have been extended in accordance with applicable Law, and all amounts due and owing in respect of such returns, for all previous years or other reporting periods, whether for Tax, interest, penalties or otherwise, have been duly paid, and all required instalments that have become due have been paid by their due dates;
- (81) all the Tax and information returns referred to in section 3.2(80) have been completed accurately and correctly in all material respects, no Claim has been asserted against and notified to the Company with respect to any Taxes arising with respect to the income of the Company for any period and there are no agreements, waivers or other arrangements providing for extensions of time with respect to the filing of any return or the payment of any Tax or the assessment or collection of unpaid Tax with respect to the income of the Company;
- (82) there are no tax audits, reviews, examinations, actions, suits, proceedings, investigations or claims of which the Minsud Parties are aware or reasonably ought to be aware nor to the knowledge of the Minsud Parties are any now threatened or pending against the Company with respect to any unpaid Tax, nor are there any matters under discussion with any Governmental Authority of Canada or Argentina relating to any amount of unpaid Tax in any taxation periods that remain open for assessment or reassessment;
- (83) to the Minsud Parties' knowledge there are no contingent Tax liabilities of the Company nor are there any grounds that would prompt a reassessment for Tax purposes of the Company, including grounds based on aggressive unlawful treatment of income and expenses;
- (84) to the Minsud Parties' knowledge, the financial statements, tax accounting records and schedules attached to the corporate income tax returns as filed by the Company for each of its taxation years reflect and disclose all transactions to which the Company was a party as required by the applicable revenue or tax Laws of Canada and Argentina and all of the transactions to which the Company was or is a party are reflected or disclosed in such financial statements and schedules and the corporate income tax returns and schedules have been duly and accurately completed in all material respects as required by the applicable revenue and tax Laws of Canada and Argentina;

- (85) the Company retains all tax accounting and corporate records required by Law to support any tax or accounting position, filing or claim with respect to Taxes imposed by Argentina within the statutory period provided by applicable tax Laws;
- (86) all Taxes that the Company is (or was) required by Law to withhold or collect in connection with amounts paid to any employee, independent contractor, creditor, shareholder, member or other third party has been duly withheld or collected, and has been timely paid over to the proper Governmental Authorities to the extent due and payable;

Existing Agreements

- (87) the Company has made available to South32 complete, true and accurate copies of all the Existing Agreements;
- (88) the Company is not in default of any covenant or agreement arising under or by virtue of the Existing Agreements to which it is a party;
- (89) the Company has not received written notice or is aware of any facts or circumstances which might materially affect any rights or interests of the Company or the exercise of any material rights by the Company in respect of any Existing Agreement;
- (90) the creation of the Earn-In Right, the execution and delivery of this Agreement and the performance by the Minsud Parties of their respective obligations under this Agreement and the other documents and agreements referred to in this Agreement, does not and will not constitute a breach of, or default under, any Existing Agreement;
- (91) the Company is entitled to all benefits and rights granted to it in the Existing Agreements, all of which are legally binding and enforceable in accordance with their terms and applicable Law;

Put and Call Option Agreement

- (92) Minsud has made available to South32 a complete, true and accurate copy of the Put and Call Option Agreement;
- (93) Minsud is not in default of any covenant or agreement arising under or by virtue of the Put and Call Option Agreement;
- (94) Minsud has not received written notice or is aware of any facts or circumstances which might materially affect any rights or interests of Minsud or the exercise of any material rights by Minsud under the Put and Call Option Agreement;
- (95) the creation of the Earn-In Right, the execution and delivery of this Agreement and the performance by the Minsud Parties of their respective obligations under this Agreement and the other documents and

agreements referred to in this Agreement, does not and will not constitute a breach of, or default under, the Put and Call Option Agreement;

- (96) Minsud is entitled to all benefits and rights granted to it in the Put and Call Option Agreement, which is legally binding and enforceable in accordance with its terms and applicable Law;

Effect of this Agreement

- (97) the entry into and performance of this Agreement does not and will not:
- (a) relieve any person from any obligation to the Company; or
 - (b) result in the creation, imposition, crystallisation or enforcement of any Encumbrance or other third party right or interest in the Company, its Assets or undertaking; or
 - (c) result in any indebtedness of the Company becoming due and payable;

Accuracy of Information

- (98) the Disclosure Material that was provided by or on behalf of each Minsud Party was provided in good faith and in so doing each Minsud Party has, to its knowledge, not:
- (a) omitted anything material to the Assets of the Company including the Property or to the Company from such Disclosure Material that has not separately been disclosed in writing to South32; or
 - (b) included anything materially misleading in such Disclosure Material; and
- (99) it is unaware of any material facts or circumstances that have not been disclosed in this Agreement, which should be disclosed to South32 in order to prevent the representations and warranties in this section 3.2 from being materially misleading.

3.3 When Warranties Given and Breach

- (1) The representations and warranties given in and under section 3.1 and section 3.2:
- (a) will be treated as made and be binding upon each Minsud Party continuously during the period commencing on and from the Effective Date to that date which is the day immediately prior to the date of exercise by South32 of the Earn-In Right; and
 - (b) without limiting section 3.3(1)(a), will be treated as re-made and be binding upon each Minsud Party as at the time immediately before Completion.

(2) The obligations of a Party to indemnify the other Party (whether under section 3.4(1) or section 3.5(1)) from and against any Claim that the other Party suffers, sustains or incurs arising out of or in connection with a breach of any of the representations and warranties set out in section 3.1 and section 3.2 will survive the Completion Date for the Warranty Period, after which time neither Party will have any further liability under this Agreement with respect to such representations or warranties, except in respect of any claim with respect to any breach of any such representation and warranty made or brought in writing by a Party against another Party in accordance with this Agreement prior to the expiration of the Warranty Period or in respect of a claim against a Party based on fraud or willful misconduct. For certainty, the Minsud Parties acknowledge and agree that the obligations of the Minsud Parties to indemnify South32 under section 3.4(1) in respect of a breach of the representations and warranties referred to in section 1.1(165)(b), will be of full force and effect for the term of the Warranty Period referred to in section 1.1(165)(b).

(3) **[Redacted]**

(4) **[Redacted]**

3.4 Minsud Indemnity and Liability

(1) Subject to sections 3.3, 3.4(2), 3.4(5), 3.4(6), **Error! Reference source not found.** and 3.6, the Minsud Parties jointly and severally indemnify and must keep indemnified South32 from and against any Claim which South32 suffers, sustains or incurs arising out of or in connection with:

- (a) the breach of any representation or warranty given or made by a Minsud Party under this Agreement; or
- (b) the breach of, or failure by, a Minsud Party to perform any covenant or obligation of that Minsud Party under this Agreement.

(2) The Minsud Parties' liability under section 3.4(1) will be reduced proportionately to the extent that the Claim was caused by the fraud, Gross Negligence or Wilful Misconduct of South32.

(3) A Minsud Party must promptly give notice to South32 in the event that there is a material breach of a representation or warranty given or made by a Minsud Party under this Agreement.

- (4) A Minsud Party must promptly give notice to South32 if at any time during the Earn-In Period any Minsud Party becomes aware of any matter, fact, circumstance or thing that would constitute a material breach of a representation or warranty given or made by a Minsud Party in sections 3.2(13), 3.2(14), 3.2(16), 3.2(17), 3.2(18), 3.2(19) and 3.2(20).
- (5) Except in the case of fraud (including fraudulent misrepresentation), any obligation of a Minsud Party under this Agreement to indemnify will be limited to direct damages only and, for greater certainty, in no event will a Minsud Party be liable to South32 or to any third party for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not South32 has been advised of the possibility of such damages.
- (6) **[Redacted]**
- (7) Subject to section 3.4(8), South32 acknowledges and agrees that the Minsud Parties will not be liable to South32 in respect of any representations, warranties or covenants set out in this Agreement to the extent that such representations, warranties or covenants apply or pertain to the La Rosita Project or the Chubut Project.
- (8) Each Minsud Party acknowledges and agrees that nothing in section 3.4(7) will lessen, prejudice or otherwise affect the liability of the Minsud and MAI to indemnify South32 in accordance with section 6.3(4).
- (9) **[Redacted]**.

(10) [Redacted]

3.5 South32 Indemnity and Liability

- (1) Subject to sections 3.3, 3.5(2), 3.5(4), 3.5(5) and 3.6, South32 indemnifies and must keep indemnified Minsud and MAI from and against any Claim which Minsud or MAI suffers, sustains or incurs arising out of or in connection with:
 - (a) the breach of any representation or warranty given or made by South32 under this Agreement; or
 - (b) the breach of, or failure by, a South32 to perform any covenant or obligation of South32 under this Agreement.
- (2) South32's liability under section 3.5(1) will be reduced proportionately to the extent that the Claim was caused by the fraud, Gross Negligence or Wilful Misconduct of the Minsud Parties.
- (3) South32 must promptly give notice to the Minsud Parties in the event that there is a material breach of a representation or warranty given or made by South32 under this Agreement.
- (4) Except in the case of fraud (including fraudulent misrepresentation), any obligation of South32 under this Agreement to indemnify will be limited to direct damages only and, for greater certainty, in no event will South32 be liable to a Minsud Party or to any third party for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not a Minsud Party has been advised of the possibility of such damages.
- (5) Except in the case of fraud (including fraudulent misrepresentation), the maximum liability of South32 to indemnify Minsud and MAI under section 3.5(1)(a) is limited, in aggregate, to the Liability Limit.

3.6 Liability Limit

[Redacted]

[Redacted]

[Redacted]

[Redacted]

3.7 Indemnification and Third-Party Claims

- (1) All claims for indemnification by any indemnified Party under section 3.4 or section 3.5 (as the case may be) as to a third party claim asserted or initiated against such indemnified Party must be asserted and resolved as set out in this section 3.6.
- (2) If any third person notifies any Party indemnified under section 3.4 or section 3.5 (“**Indemnified Party**”) with respect to any matter (a “**Third-Party Claim**”) that may give rise to a claim for indemnification against a Party (“**Indemnifying Party**”) under section 3.4 or section 3.5 (as the case may be), then the Indemnified Party must promptly (and in any event within fourteen (14) days after receiving notice of the Third-Party Claim from such third party) notify the Indemnifying Party of the Third-Party Claim.
- (3) Notwithstanding section 3.7(2), no delay on the part of an Indemnified Party in notifying the Indemnifying Party will relieve the Indemnifying Party of any of its obligations under section 3.4 or section 3.5 (as the case may be) unless and then solely to the extent that the Indemnifying Party is irrevocably prejudiced by such delay.
- (4) The notice given by an Indemnified Party under section 3.7(2) must include a description of the Third-Party Claim and copies of all documents relating to the Third-Party Claim. Any Indemnifying Party will have the right to assume and thereafter conduct the defence of the Third-Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party. The Indemnified Party will have the right to retain its own counsel at its own cost unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and a representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defenses), in which case the cost of such counsel must be paid by the Indemnifying Party. Notwithstanding the foregoing the Indemnifying Party must not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed) unless the judgment or proposed settlement fully releases such Indemnified Party with respect to such Third-Party Claim or involves only the payment of money damages that are covered in full by the indemnity

and does not impose an injunction or other equitable relief upon the Indemnified Party and is subject to confidentiality provisions acceptable to the Indemnified Party (which approval of such provisions must not be unreasonably withheld, conditioned or delayed by the Indemnified Party).

- (5) An election to assume the defence of a Third-Party Claim will not be deemed to be an admission that the Indemnifying Party is liable to the Indemnified Party in respect of such Third-Party Claim. Unless and until an Indemnifying Party assumes the defence of the Third-Party Claim as provided for in this section 3.6 the Indemnified Party may defend against the Third-Party Claim in any manner it reasonably may deem appropriate.
- (6) To the extent the Indemnifying Party controls or participates in the defence, settlement or compromise of a Third-Party Claim, the Indemnified Party must, from time to time:
 - (a) provide the Indemnifying Party and its counsel access to, during normal business hours, documentation and other information of the Indemnified Party relevant to the Third-Party Claim but excluding any documentation or advice (whether in permanent or electronic form):
 - (i) the disclosure of which would cause the Indemnified Party to breach any contract of insurance to which the Indemnified Party or its Affiliates is a party; or
 - (ii) which is the subject of legal professional privilege; or
 - (iii) which is confidential or proprietary information of the Indemnified Party;
 - (b) permit the Indemnifying Party and its counsel to consult with the Personnel and counsel of the Indemnified Party; and
 - (c) cooperate with the Indemnifying Party in any reasonable manner requested by the Indemnifying Party and use commercially reasonable efforts to assist the Indemnifying Party in the defence, settlement or compromise of such Third-Party Claim as and when requested by the Indemnifying Party.

3.8 South32 Access

- (1) At any time prior to the expiration of the Earn-In Period and upon reasonable prior written notice, the Minsud Parties will deliver, grant access or otherwise cause to be made available to South32 and its authorized Personnel all information (whether in tangible or electronic form) comprising or relating to the Assets of the Company, the Company, the Disclosure Material, the Exploration Data and the Property.

- (2) The Minsud Parties authorize South32 (and any of its authorized Personnel) to access, examine, audit and make copies (in a paper and electronic form) of any of the information and other documents and records provided pursuant to section 3.8(1) (“**Minsud Records**”).
- (3) The Minsud Parties will, at the risk and cost of South32 and upon reasonable notice, give South32 and any of its authorized Personnel access to the Property to conduct such inspections and investigations of the Property as South32 considers fit. In connection with and to facilitate such access to the Property by South32 and any of its authorized Personnel, reasonable assistance will be provided by the Minsud Parties to South32 at no additional cost to South32.
- (4) In connection with any review, access or investigation conducted by South32 pursuant to this section 3.8, the Minsud Parties will, upon reasonable notice, grant access to or otherwise make available for the purposes of conducting interviews or meetings, any relevant Personnel of the Minsud Parties.

4. EARN-IN RIGHT

4.1 Right to Subscribe

- (1) On the terms and conditions set out in this Agreement, the Minsud Parties hereby grant to South32 the sole, exclusive and irrevocable right for South32 to either:
 - (a) subscribe for from the Company, be issued and to acquire (in the manner specified in section 5) that number of shares in the capital of the Company that is equal to ten percent (10%) of the Shares (after such subscription) free and clear of any Encumbrance; and
 - (b) to have MAI sell, assign and transfer to South32, and to purchase and accept the assignment and transfer of (in the manner specified in section 5) forty point one percent (40.1%) of the Shares free and clear of any Encumbrance (which, for certainty, is 40.1% of all Shares after the subscription referred to in section 4.1(1)(a)) (“**Transferred Shares**”); or
 - (c) if South32 by the Earn-In Exercise Notice elects and undertakes to fund a Pre-Feasibility Study in accordance with the Shareholders’ Agreement, subscribe for from the Company, be issued and to acquire (in the manner specified in section 5) that number of shares in the capital of the Company that is equal to 50.1% of the Shares after such subscription free and clear of any Encumbrance,

such that:

- (d) where sections 4.1(1)(a) and 4.1(1)(b) apply, upon the issue of the Subscription Shares and upon South32 taking an assignment and transfer of the Transferred Shares South32 will be the registered, legal and beneficial owner, in aggregate, of fifty point one percent (50.1%) of the Shares; or
- (e) where section 4.1(1)(c) applies, upon the issue of the Subscription Shares South32 will be the registered, legal and beneficial owner, in aggregate, of fifty point one percent (50.1%) of the Shares,

("Earn-In Right").

- (2) To give effect to the grant of the Earn-In Right by the Minsud Parties pursuant to section 4.1(1), the Minsud Parties, without limiting any other provision of this Agreement, must on or before the Effective Date:
 - (a) cause all of the shareholders of the Company to, among other things, pass at a meeting of the shareholders the resolutions necessary to authorize and approve the grant of the Earn-In Right to South32 including the right of South32 to subscribe for from the Company, be issued and to acquire the Subscription Shares (the minutes of such meeting and the resolutions passed at such meeting being set out in the minutes of the meeting of the shareholders in Schedule 4);
 - (b) waive all preferential, pre-emptive (including any Statutory Pre-emptive Rights) or similar rights to subscribe for the Subscription Shares or any portion of the Subscription Shares or to acquire the Transferred Shares or any portion of the Transferred Shares, and must carry out all corporate acts required for the Company to issue the Subscription Shares and, if applicable, to authorize, register and record the assignment and transfer of the Transferred Shares, including, if required, voting the Shares at a meeting of the shareholders of the Company so as to authorize the issue the Subscription Shares upon the exercise of the Earn-In Right by South32 in accordance with section 5.2(6).

4.2 First Tranche

- (1) To maintain the Earn-In Right in good standing in Year 1, South32 must, in accordance with section 4.9, contribute or cause to be contributed to the Company the First Tranche to fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 1 Approved Program.
- (2) If pursuant to section 7.11(8) the Technical Committee approves an alteration or modification of the Year 1 Approved Program and an increase in the Approved Budget that relates to the Year 1 Program, then South32

must, in accordance with section 4.9, make an additional contribution of capital to the Company to fund the Additional Qualifying Expenditure.

- (3) Subject to and in accordance with section 7, the Operator must use commercially reasonable efforts to apply the entire First Tranche to fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 1 Approved Program within Year 1. **[Redacted]**

- (4) If the Operator does not apply the entire First Tranche as required by section 4.2(3) then as long as the Operator has otherwise complied with its obligations under section 4.2(3):
 - (a) no Party will be taken to be in default of this Agreement; and
 - (b) any amount of the First Tranche not applied will be held by the Operator and carried forward and applied solely to fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 2 Approved Program.

4.3 Second Tranche

- (1) Subject to the exercise of the Earn-In Right, to maintain the Earn-In Right in good standing in Year 2, South32 must, in accordance with section 4.9 and after the date on which South32 gives the Minsud Parties notice under section 5.2(1)(a), contribute or cause to be contributed to the Company the Second Tranche to fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 2 Approved Program.
- (2) If pursuant to section 7.11(8) the Technical Committee approves an alteration or modification of the Year 2 Approved Program and an increase in the Approved Budget that relates to the Year 2 Program, then South32 must, in accordance with section 4.9, make an additional contribution of capital to the Company to fund the Additional Qualifying Expenditure.
- (3) Subject to and in accordance with section 7, the Operator must use commercially reasonable efforts to apply the entire Second Tranche to

fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 2 Approved Program within Year 2.

- (4) If the Operator does not apply the entire Second Tranche as required by section 4.3(3) then as long as the Operator has otherwise complied with its obligations under section 4.3(3):
 - (a) no Party will be taken to be in default of this Agreement; and
 - (b) any amount of the Second Tranche not applied will be held by the Operator and carried forward and applied solely to fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 3 Approved Program.

4.4 Third Tranche

- (1) Subject to the exercise of the Earn-In Right, to maintain the Earn-In Right in good standing in Year 3, South32 must, in accordance with section 4.9 and after the date on which South32 gives the Minsud Parties notice under section 5.2(2)(a), contribute or cause to be contributed to the Company the Third Tranche to fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 3 Approved Program.
- (2) If pursuant to section 7.11(8) the Technical Committee approves the alteration or modification of the Year 3 Approved Program and an increase in the Approved Budget that relates to the Year 3 Program, then South32 must, in accordance with section 4.9, make an additional contribution of capital to the Company to fund the Additional Qualifying Expenditure.
- (3) Subject to and in accordance with section 7, the Operator must use commercially reasonable efforts to apply the entire Third Tranche to fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 3 Approved Program within Year 3.
- (4) If the Operator does not apply the entire Third Tranche as required by section 4.4(3) then as long as the Operator has otherwise complied with its obligations under section 4.4(3):
 - (a) no Party will be taken to be in default of this Agreement; and
 - (b) any amount of the Third Tranche not applied will be held by the Operator and carried forward and applied solely to fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 4 Approved Program.

4.5 Fourth Tranche

- (1) Subject to the exercise of the Earn-In Right, to maintain the Earn-In Right in good standing in Year 4, South32 must, in accordance with section 4.9

and after the date on which South32 gives the Minsud Parties notice under section 5.2(3)(a), contribute or cause to be contributed to the Company the Fourth Tranche to fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 4 Approved Program.

- (2) If pursuant to section 7.11(8) the Technical Committee approves the alteration or modification of the Year 4 Approved Program and an increase in the Approved Budget that relates to the Year 4 Program, then South32 must, in accordance with section 4.9, make an additional contribution of capital to the Company to fund the Additional Qualifying Expenditure.
- (3) Subject to and in accordance with section 7, the Operator must use commercially reasonable efforts to apply the entire Fourth Tranche to fund the Qualifying Expenditures to be incurred in undertaking the Operations contemplated by the Year 4 Approved Program within Year 4.
- (4) If the Operator does not apply the entire Fourth Tranche as required by section 4.5(3) then as long as the Operator has otherwise complied with its obligations under section 4.5(3):
 - (a) no Party will be taken to be in default of this Agreement;
 - (b) if the Earn-In Period is extended pursuant to section 4.6 then any amount of the Fourth Tranche not applied will be held by the Operator and carried forward and applied solely to fund the Qualifying Expenditures to be incurred in undertaking the Operations to be conducted in such extension;
 - (c) if South32 exercises the Earn-In Right pursuant to section 5.2(4), any amount of the Fourth Tranche not applied will be applied solely to fund the initial program and budget prepared and approved pursuant to the Shareholders' Agreement; and
 - (d) if South32 terminates this Agreement without exercising the Earn-In Right, then any amount of the Fourth Tranche not applied must be repaid to South32 by a Minsud Party within fourteen (14) days of the date of such termination and the Minsud Parties will have no Claim against South32 with respect to it.
- (5) If the Operator does not apply the entire Fourth Tranche as required by section 4.5(3) and has not otherwise complied with its obligations under section 4.5(3) and South32 terminates this Agreement without exercising the Earn-In Right, then any amount of the Fourth Tranche not applied must be repaid to South32 by a Minsud Party within fourteen (14) days of the date of such termination.

4.6 Extension of Earn-In Period

- (1) Without limiting section 9, the Parties agree that if for any reason (other than South32 failing to contribute the Fourth Tranche in accordance with section 4.5(1)) the Operator is unable to complete the Operations and incur at least 90% of all the Qualifying Expenditure contemplated by the Year 4 Approved Program within Year 4 then the Year 4 Earn-In Right Exercise Date will be extended by the period that is necessary to complete such Operations and incur such Qualifying Expenditure.
- (2) The Operator must, as soon as reasonably possible after it becomes aware that the Operator is unable to complete the Operations and incur at least **[Redacted]** of all the Qualifying Expenditure contemplated by the Year 4 Approved Program within Year 4, give notice ("**Delay Notice**") to each other Party which must specify:
 - (a) (in reasonable detail) the events or circumstances that have caused or will cause (as the case may be) the Operator to be unable to complete the Operations contemplated by the Year 4 Approved Program within Year 4;
 - (b) an estimate of all the Qualifying Expenditure incurred by the Operator in carrying out the Operations contemplated by the Year 4 Approved Program up to and including the date of the Delay Notice; and
 - (c) an estimate of the time required within Year 5 for the Operator to complete the Operations.
- (3) Within thirty (30) days after receipt by South32 of the Delay Notice the Parties must meet and confer (either in person or by electronic means) to determine and agree the extension to the Year 4 Earn-In Right Exercise Date. Failing agreement but subject to section 4.6(1), the extension to the Year 4 Earn-In Right Exercise Date will be determined by South32, acting reasonably.
- (4) In the event of an extension of the Year 4 Earn-In Right Exercise Date pursuant to this section 4.6, any date or period provided for in this Agreement will (as applicable) be extended by a period equivalent to the extension of the Year 4 Earn-In Right Exercise Date.

4.7 Extension of Approved Program

- (1) Without limiting section 9, the Parties agree that if for any reason (other than South32 failing to contribute the relevant Tranche in accordance with section 4.9) the Operator in Year 1, Year 2 or Year 3 (as the case may be) incurs less than **[Redacted]** of all the Qualifying Expenditure contemplated by the relevant Approved Program and Approved Budget for the relevant Year then:

- (a) the incomplete Operations will be completed and the associated Qualifying Expenditure (all as contemplated by the relevant Approved Program) will be completed and incurred in the following Year;
 - (b) the relevant Year and the following Year (referred to in section 4.7(1)(a)) will together, for the purposes of this Agreement, constitute Year 1, Year 2, or Year 3 (as the case may be);
 - (c) any date or period provided for in this Agreement will (as applicable) be extended by a period equivalent to a Year; and
 - (d) unless the Parties otherwise expressly agree, the Operator will not, in accordance with section 7.5(1) be required to prepare and submit a program and budget for the following Year (referred to in section 4.7(1)(a)) unless such following Year is Year 4.
- (2) Without limiting section 9, the Parties agree that if for any reason (other than South32 failing to contribute the relevant Tranche in accordance with section 4.9) the Operator in Year 1, Year 2, or Year 3 (as the case may be) incurs more than **[Redacted]** but less than 100% of all the Qualifying Expenditure contemplated by the relevant Approved Program and Approved Budget for the relevant Year then:
- (a) the amount of the Qualifying Expenditure that was not expended (as contemplated by the relevant Approved Program and Approved Budget) must be included by the Operator in the following Year's Program and Budget (that is to be prepared in accordance with section 7.5) and will be incurred in the following Year;
 - (b) the following Year will be extended by that period that is reasonably required to expend the remaining Qualifying Expenditure (referred to in section 4.7(2)(a)) and to complete the Operations the subject of relevant Approved Program; and
 - (c) any date or period provided for in this Agreement will (as applicable) be extended by a period equivalent to the extension referred to in section 4.7(2)(b).

4.8 Application of South32 Initial Capital Contribution

- (1) The Company must:
 - (a) maintain its existing USD bank account as a special purpose bank account for the purposes of this Agreement ("**Earn-In Agreement USD Account**");

- (b) maintain one of its existing ARS\$ bank accounts, which will, with effect from the Effective Date, be dedicated for the purposes of this Agreement as a special purpose bank account,

to be styled the “**Earn-In Agreement Accounts**” into which accounts all Capital Contributions (other than the Minsud Refund) by South32 on account of any Tranche must be deposited and from which all Qualifying Expenditure which is to be funded by South32 will be paid or reimbursed to the Company.

- (2) Subject to section 4.8(3) and for greater certainty all Capital Contributions by South32 on account of any Tranche will be held by the Company in the Earn-In Agreement Accounts subject to the following:
 - (a) the approval or deemed approval of any Approved Program by the Technical Committee will be deemed to be South32’s consent for the Company to withdraw and remit (without deduction of any kind) to the Operator the funds in the Earn-In Agreement Accounts to be expended by the Operator as contemplated by such Approved Program; and
 - (b) South32 will have no further rights or interests in the Earn-In Agreement Accounts or the South32 Initial Capital Contribution upon the expiry or exercise of the Earn-In Right or upon the termination of this Agreement in accordance with its terms.
- (3) If any Minsud Party is the subject of any of the events described in section 12.1(2) such that any Minsud Party becomes an Insolvent Party then immediately preceding the happening of any such event, any consent of South32 and any right or authority of the Company to withdraw any funds standing in the Earn-In Agreement Accounts or to remit to the Operator any funds withdrawn from the Earn-In Agreement Accounts will be deemed immediately terminated.
- (4) Unless otherwise expressly agreed in writing by South32, all of the South32 Initial Capital Contribution must be applied solely in funding Qualifying Expenditures incurred in undertaking Operations pursuant to Approved Programs and Approved Budgets.
- (5) Without limiting sections 4.8(1) and 7.9 and during the Earn-In Period, no part of the South32 Initial Capital Contribution other than the Minsud Refund (whether in cash or other form or thing to which any part of the South32 Initial Capital Contribution may be converted) may be paid, transferred or applied (either directly or indirectly) for the benefit of the Chubut Project, the La Rosita Project, any Minsud Party or its Affiliate (other than the Company) or any director, officer, consultant or adviser of any Minsud Party except as reimbursement of the cost of activities undertaken by a Minsud Party or its Personnel as part of the Operations

authorized by the relevant Approved Program and where the cost of such activities is Qualifying Expenditure contemplated by the relevant Approved Budget.

4.9 South32 Initial Capital Contribution and Capital Contribution Notices

- (1) For so long as the Company is Operator, the Operator, subject to section 4.9(2), must, in respect of each three (3) month period of an Approved Program and Budget, issue a notice to South32 ("**Capital Contribution Notice**") which notice must specify:
 - (a) the Tranche to which it relates; and
 - (b) the part (expressed as a Canadian dollar amount) of the relevant Tranche which the Operator requires South32 to contribute to it ("**Capital Contribution**"), which Capital Contribution must be equal to the projected Qualifying Expenditure for that three (3) month period. The projected Qualifying Expenditure for any three (3) month period must, to the extent reasonably possible, be calculated by reference to the relevant Approved Program and Budget.
- (2) The first Capital Contribution Notice issued by the Operator to South32 must be in respect of a period of three (3) months commencing on the Effective Date.
- (3) Except for the first Capital Contribution Notice, any Capital Contribution Notice must not be issued more than thirty (30) days but not less than fourteen (14) days in advance of the three (3) month period to which the Capital Contribution Notice relates and must contain reasonable detail as to how the Capital Contribution specified in the Capital Contribution Notice was calculated.
- (4) Except where South32 (acting reasonably) disputes that the Capital Contribution specified in a Capital Contribution Notice has been calculated in accordance with section 4.9(1)(b), South32 must, subject to section 4.9(5), remit or cause to be remitted to the Company by way of direct transfer to the Earn-In Agreement USD Account the Capital Contribution (in USD) specified in a Capital Contribution Notice on or prior to the commencement of the three (3) month period to which the Capital Contribution Notice relates.
- (5) The Parties acknowledge and agree that:
 - (a) each remittance and transfer of a Capital Contribution to the Company in accordance with section 4.9(4) will be made in USD; and
 - (b) for the purposes of determining the amount of USD that will comprise each Capital Contribution referred to in section 4.9(5)(a),

the amount of CAD that comprises a Capital Contribution (as referred to in section 4.9(1)(b)) will be converted from CAD into USD at the prevailing exchange rate published by the Bank of Canada as at the date immediately prior to the date of a remittance and transfer of a Capital Contribution in accordance with section 4.9(5)(a).

4.10 Capital Contribution Program

- (1) On the Effective Date the Company must, if it has not already done so prior to the Effective Date, take all action necessary to approve the Capital Contribution Program and give a copy of the approved Capital Contribution Program to South32. The Capital Contribution Program must be consistent with the draft of the Capital Contribution Program given to South32 prior to the Effective Date and reflect the Capital Contributions contemplated to be made by South32 to the Company pursuant to this Agreement.
- (2) The Company must ensure that:
 - (a) the Capital Contribution Program is updated or amended where appropriate to reflect any adjusted or additional Capital Contributions by South32 to the Company in accordance with this Agreement; and
 - (b) a copy of each update or amended Capital Contribution Program is promptly provided to South32.

4.11 Tax Inclusive

- (1) Each Party acknowledges and agrees that the South32 Initial Capital Contribution and the Transfer Price are inclusive of any and all Taxes (including Consumption Tax) imposed by a Governmental Authority on those contributions or payments.
- (2) If Consumption Tax is imposed on or is payable in respect of Qualifying Expenditures then the Parties acknowledge and agree that:
 - (a) pursuant to applicable Law or the policies or procedures of any applicable Governmental Authority the Company should be entitled to recover the nominal value of such Consumption Tax or to a refund on account of all or any part of such Consumption Tax (in either case, "**Recoverable Consumption Tax**");
 - (b) where pursuant to applicable Law or the policies or procedures of any applicable Governmental Authority the Company is entitled to recover Recoverable Consumption Tax or to a refund on account of Recoverable Consumption Tax then the Company must use its

- reasonable efforts to recover or obtain such Recoverable Consumption Tax as soon as it is able;
- (c) each other Minsud Party must provide the Company with such reasonable assistance as is within the other Minsud Party's capabilities to assist the Company to apply for and recover or obtain any Recoverable Consumption Tax;
 - (d) any Recoverable Consumption Tax that is recovered or obtained by the Company will:
 - (i) in accordance with an Approved Program which is altered or modified in accordance with section 7.11(8), be applied to fund the expansion of Operations to be undertaken as part of the then current Approved Program; or
 - (ii) as determined by the Technical Committee, be applied to fund Operations to be undertaken as part of any future Approved Program;
 - (e) any Recoverable Consumption Tax that is recovered or obtained by the Company will not be applied as a credit against or in reduction of the obligations of South32 to contribute the South32 Initial Capital Contribution in accordance with this Agreement; and
 - (f) where this Agreement is terminated prior to the exercise of the Earn-In Right and after the date of termination of this Agreement the Company recovers or obtains any Recoverable Consumption Tax, then within thirty (30) days of the date on which the Company recovers or obtains such Recoverable Consumption Tax a Minsud Party must pay to South32 an amount equal to the amount of such Recoverable Consumption Tax after the conversion of the Recoverable Consumption Tax from ARS\$ into United States dollars at the prevailing exchange rate published by the Bank of Canada as at the date of such conversion.
- (3) South32 acknowledges and agrees that if prior to the Effective Date Consumption Tax was imposed on or has been paid by the Company in respect of expenditures made by the Company in respect of the Assets of the Company and pursuant to applicable Law or the policies or procedures of any applicable Governmental Authority the Company is entitled to recover such Consumption Tax or to a refund on account of all or any part of such Consumption Tax ("**Pre-Existing Recoverable Consumption Tax**") then:
- (a) for the purposes of this Agreement, the Pre-Existing Recoverable Consumption Tax will not be taken to be an Asset of the Company; and

- (b) notwithstanding section 6.3(1) and section 6.6 the Company may remit or distribute to MAI any Pre-Existing Recoverable Consumption Tax paid to or received by the Company.
- (4) Each Party will be responsible for its own corporate and income taxes with respect to any payments contemplated under this Agreement.

5. EXERCISE AND TERMINATION OF EARN-IN RIGHT

5.1 Condition of Exercise of Earn-In Right

The exercise of the Earn-In Right is conditional on South32 having performed all of its obligations under sections 4.2, 4.3, 4.4 and 4.5 ("**Earn-In Condition**").

5.2 Further South32 Initial Capital Contribution

- (1) Subject to section 4.7 and the Operator having submitted to South32 the Year 1 Report and Budget in accordance with section 7.5(2)(a), South32 will on or before the date that is thirty (30) days prior to the Year 1 Expiration Date, give the Minsud Parties:
 - (a) written notice of its intention to contribute or cause to be contributed further capital on account of the South32 Initial Capital Contribution in accordance with section 4.3; or
 - (b) written notice of its intention not to contribute or cause to be contributed any further capital on account of the South32 Initial Capital Contribution; and

if South32 has not given written notice to the Minsud Parties under section 5.2(1)(a) or has given written notice to the Minsud Parties under section 5.2(1)(b) then this Agreement and the Earn-In Right will automatically terminate and, subject to section 15.14(2), be of no further force and effect, and

- (c) as of the date of termination, South32 will be deemed to have given to MAI the Transfer Notice by which South32 will be deemed to have transferred all rights in relation to any Capital Contribution made by South32 under this Agreement to MAI after which South32 will, subject to section **Error! Reference source not found.**, have no further claims against the Minsud Parties in respect of any interest in the Property, the Company, the Exploration Data or any of the South32 Initial Capital Contribution contributed prior to the date of termination;
- (d) with effect from the date of termination, each Minsud Party releases and forever discharges South32, its Personnel and any Affiliate of South32 from any and all Claims which it has or may have against South32, its Personnel and any Affiliate of South32 arising out of or

in connection with this Agreement, the Property, the Operations or the Company; and

[Redacted]

- (2) Subject to section 4.7 and the Operator having submitted to South32 the Year 2 Report and Budget in accordance with section 7.5(2)(b), South32 will on or before the date that is thirty (30) days prior to the Year 2 Expiration Date, give the Minsud Parties:
- (a) written notice of its intention to contribute or cause to be contributed further capital on account of the South32 Initial Capital Contribution in accordance with section 4.4; or
 - (b) written notice of its intention not to contribute or cause to be contributed any further capital on account of the South32 Initial Capital Contribution; and

if South32 has not given written notice to the Minsud Parties under section 5.2(2)(a) or has given written notice to the Minsud Parties under section 5.2(2)(b) then this Agreement and the Earn-In Right will automatically terminate and, subject to section 15.14(2), be of no further force and effect, and:

- (c) as of the date of termination, South32 will be deemed to have given to MAI the Transfer Notice by which South32 will be deemed to have transferred all rights to any Capital Contribution made by South32 under this Agreement to MAI after which South32 will, subject to section **Error! Reference source not found.**, have no further claims against the Minsud Parties in respect of any interest in the Property, the Company, the Exploration Data or any of the South32 Initial Capital Contribution contributed prior to the date of termination;

- (d) with effect from the date of termination, each Minsud Party releases and forever discharges South32, its Personnel and any Affiliate of South32 from any and all Claims which it has or may have against South32, its Personnel and any Affiliate of South32 arising out of or in connection with this Agreement, the Property, the Operations or the Company; and

[Redacted]

- (3) Subject to section 4.7 and the Operator having submitted to South32 the Year 3 Report and Budget in accordance with section 7.5(2)(c) on or before the date that is thirty (30) days prior to the Year 3 Expiration Date, give the Minsud Parties:
 - (a) written notice of its intention to contribute or cause to be contributed further capital on account of the South32 Initial Capital Contribution in accordance with section 4.5; or
 - (b) written notice of its intention not to contribute or cause to be contributed any further capital on account of the South32 Initial Capital Contribution; and

if South32 has not given written notice to the Minsud Parties under section 5.2(3)(a) or has given written notice to the Minsud Parties under section 5.2(3)(b) then this Agreement and the Earn-In Right will automatically terminate and, subject to section 15.14(2), be of no further force and effect, and:

- (c) as of the date of termination, South32 will be deemed to have given to MAI the Transfer Notice by which South32 will be deemed to have transferred all rights in relation to any Capital Contribution made by South32 under this Agreement to MAI after which South32

will, subject to section **Error! Reference source not found.**, have no further claims against the Minsud Parties in respect of any interest in the Property, the Company, the Exploration Data or any of the South32 Initial Capital Contribution contributed prior to the date of termination;

- (d) with effect from the date of termination, each Minsud Party releases and forever discharges South32, its Personnel and any Affiliate of South32 from any and all Claims which it has or may have against South32, its Personnel and any Affiliate of South32 arising out of or in connection with this Agreement, the Property, the Operations or the Company; and

[Redacted]

- (4) Subject to sections 4.6 and 5.2(5) and the Operator having given to South32, on or before the date that is thirty (30) days prior to the Year 4 Expiration Date, an Annual Exploration Report in accordance with section 7.6(1)(m) with respect to the Year 4 Approved Program South32 will, on or within thirty (30) days of the Year 4 Expiration Date ("**Year 4 Earn-In Right Exercise Date**") give the Minsud Parties:
 - (a) the Earn-In Exercise Notice in accordance with section 5.2(6); or
 - (b) written notice of its termination of this Agreement and the Earn-In Right; and

if South32 has not given the Earn-In Exercise Notice in accordance with section 5.2(6) then this Agreement and the Earn-In Right will automatically terminate and, subject to sections 5.11 and 15.14(2), be of no further force and effect, and:

- (c) with effect from the date of termination South32 will, subject to section **Error! Reference source not found.**, have no further claims under this Agreement against the Minsud Parties in respect of any interest in the Property, the Exploration Data or any of the South32 Initial Capital Contribution;
- (d) with effect from the date of termination, each Minsud Party releases and forever discharges South32, its Personnel and any Affiliate of South32 from any and all Claims which it has or may have against South32, its Personnel and any Affiliate of South32 arising out of or in connection with this Agreement, the Property, the Operations or the Company; and

[Redacted]

The Minsud Parties acknowledge and agree that nothing in section 5.2(4)(c) or section **Error! Reference source not found.** will prejudice, limit or otherwise affect the rights, privileges and remedies of South32 as a shareholder of the Company whether under the Company Articles, applicable Law or otherwise.

- (5) If the Operator has not expended all the South32 Initial Capital Contribution contributed by the Year 4 Expiration Date such that the Year 4 Earn-In Right Exercise Date has been extended in accordance with section 4.6(3), then South32 will, on or within thirty (30) days after the date on which the Operator has given to South32 an Annual Exploration Report (updated to reflect any material Exploration Data learned or obtained from the Operations conducted to complete the Year 4 Program) with respect to the Year 4 Approved Program, give the Minsud Parties:
 - (a) the Earn-In Exercise Notice in accordance with section 5.2(6); or

- (b) written notice of its termination of this Agreement and the Earn-In Right; and

if South32 has not given the Earn-In Exercise Notice in accordance with section 5.2(6) then this Agreement and the Earn-In Right will automatically terminate and, subject to sections 5.11 and 15.14(2), be of no further force and effect, and:

- (c) with effect from the date of termination South32 will, subject to section **Error! Reference source not found.**, have no further claims under this Agreement against the Minsud Parties in respect of any interest in the Property, the Exploration Data or any of the South32 Initial Capital Contribution;
- (d) with effect from the date of termination, each Minsud Party releases and forever discharges South32, its Personnel and any Affiliate of South32 from any and all Claims which it has or may have against South32, its Personnel and any Affiliate of South32 arising out of or in connection with this Agreement, the Property, the Operations or the Company; and

[Redacted]

The Minsud Parties acknowledge and agree that nothing in section 5.2(5)(c) and section **Error! Reference source not found.** will prejudice, limit or otherwise affect the rights, privileges and remedies of South32 as a shareholder of the Company whether under the Company Articles, applicable Law or otherwise.

- (6) South32 may, on or before the dates or within the periods specified in sections 5.2(4) or 5.2(5) (as the case may be), give the Minsud Parties a notice ("**Earn-In Exercise Notice**") by which South32:

- (a) South32 confirms its exercise of the Earn-In Right;
- (b) elects either to:
 - (i) pay the Transfer Price at the time of the Completion; or
 - (ii) undertakes to fund a Pre-Feasibility Study in accordance with the Shareholders' Agreement; and
- (c) states its intention to complete the subscription for the Subscription Shares, and, if applicable, to take an assignment and transfer of the Transferred Shares contemplated by the exercise of the Earn-In Right,

all in accordance with sections 5.3 to 5.7 inclusive.

- (7) If the Operator does not give South32 an Annual Exploration Report on or before the date specified for the same in section 5.2(4) or section 5.2(5) then each other date or period in the relevant section will be automatically extended by a period equivalent to the period of delay in receipt by South32 of the relevant report.

5.3 Completion Date and Location

The subscription for the Subscription Shares by South32 and, if applicable, the assignment and transfer of the Transferred Shares to South32 contemplated by the exercise of the Earn-In Right will be completed within fifteen (15) days after the date on which South32 gives the Earn-In Exercise Notice at the offices of South32's counsel, Fasken Martineau DuMoulin LLP at Suite 2900 – 550 Burrard Street, Vancouver, British Columbia, or on or at such other date, time or location as may be agreed upon in writing by the Parties.

5.4 Obligations of the Minsud Parties Prior to Completion

If South32 gives an Earn-In Exercise Notice to the Minsud Parties in accordance with section 5.2, then, subject to the performance by South32 of its obligations under section 5.5, prior to or concurrent with Completion, the Minsud Parties must:

- (1) ensure that the shareholders of the Company:
 - (a) take all action necessary and waive any preferential, pre-emptive or similar rights that any of them may have to subscribe for the Subscription Shares or, if applicable, to take an assignment and transfer of the Transferred Shares (whether before or on the Completion Date); and
 - (b) without limiting section 5.4(1)(a), vote the Shares to pass all required resolutions:

- (i) for the issuance of the Subscription Shares and for the right for South32 to subscribe for the Subscription Shares; and
 - (ii) if applicable, for the authorization and approval of the assignment and transfer of the Transferred Shares by MAI to South32;
- (2) take all corporate (including action by the Board and shareholders of the Company) and legal action necessary to:
 - (a) ensure that at Completion the only shareholders of the Company are MAI and South32;
 - (b) permit the Company to issue the Subscription Shares to South32 in accordance with its Charter Documents and applicable Law; and
 - (c) if applicable, permit the assignment and transfer of the Transferred Shares by MAI to South32 including in accordance with the Charter Documents of the Company and applicable Law;
- (3) cause the Company to issue the Subscription Shares and, if applicable, to amend the Charter Documents of the Company to remove any inconsistency between the provisions of the Shareholders' Agreement and the Charter Documents of the Company;
- (4) prepare and issue share certificates in the name of South32 representing the Subscription Shares ("**Share Certificates**");
- (5) record the issue of the Subscription Shares and, if applicable, the assignment and transfer of the Transferred Shares on the share ledger or register of members (as applicable) of the Company;
- (6) procure that, prior to Completion all accrued obligations and liabilities of the Company are duly paid, performed, satisfied or waived prior to Completion other than those obligations and liabilities which have been accrued by the Company in the normal and ordinary course consistent with past practices after the date on which South32 gives the Minsud Parties the Earn-In Exercise Notice but which are not, in the normal and ordinary course consistent with past practices, required to be duly paid, performed or satisfied by the Company as at the Completion Date; and
- (7) procure that, prior to Completion all debts owed (on any account whatsoever), or any amounts owing but unbilled, by the Company to Minsud or MAI or both of them are duly waived or capitalised prior to Completion.

5.5 Transfer Price and Documents to be Delivered by South32

South32 must, subject to the performance by the Minsud Parties of their respective obligations under sections 5.4 and 5.6, prior to or concurrent with Completion:

- (1) if South32 in the Earn-In Exercise Notice elected to pay the Transfer Price, pay the Transfer Price to MAI by way of wire transfer, certified cheque or other immediately available funds;
- (2) deliver a certified copy of resolutions of the directors of South32 authorizing the execution and delivery of the Shareholders' Agreement and any other documents required to be executed or delivered (or both, as the case may be) on Completion by South32 under this Agreement;
- (3) deliver to the Minsud Parties two counterparts of the Shareholders' Agreement duly executed by South32; and
- (4) if during the Earn-In Period the Minsud Parties have made payments under the Company Purchase Option Agreements which have not been included within Qualifying Expenditure the subject of an Approved Program and Approved Budget, then South32 will, subject to exercise by South32 of the Earn-In Right, reimburse to the Minsud Parties fifty point one percent (50.1%) of such payments.

5.6 Documents to be Delivered by Minsud Parties

Prior to or concurrent with Completion, the Minsud Parties must deliver or cause to be delivered to South32:

- (1) evidence, in form and substance satisfactory to South32, of the issue of the Subscription Shares to South32 by the Company, in accordance with the Company's Charter Documents and applicable Law;
- (2) a certified copy of the resolution of the board of directors of each Minsud Party approving the completion of the transactions contemplated by this Agreement and all documents, instruments and agreements required to be executed and delivered by a Minsud Party at Completion;
- (3) certified copies of the shareholders' resolutions of the Company approving:
 - (a) the issuance of the Subscription Shares, and the waiver by the shareholders of the Company to subscribe for the Subscription Shares or any portion of the Subscription Shares;
 - (b) the right for South32 to subscribe for the Subscription Shares;

- (c) amendments to the Charter Documents of the Company, so that the Charter Documents are consistent with the Shareholders' Agreement;
 - (d) the execution and delivery of the Shareholders' Agreement and any other documents required to be executed or delivered (or both, as the case may be) on Completion by the Company under this Agreement and
 - (e) the adoption of any other resolution pursuant to the Shareholders' Agreement necessary or desirable to give effect to the transactions contemplated by this Agreement;
- (4) the Share Certificates;
 - (5) if applicable, duly executed instruments of transfer of the Transferred Shares in favour of South32 together with the share certificates relating to the Transferred Shares;
 - (6) evidence, in form and substance satisfactory to South32, of the recording, registration or entry (as the case may be) of the Subscription Shares and, if applicable, the Transferred Shares on the share ledger or register of members (as applicable) of the Company in the name of South32, in accordance with the Charter Documents of the Company and applicable Law;
 - (7) two counterparts of the Shareholders' Agreement duly executed by the Company and MAI; and
 - (8) such further documents or instruments as may be contemplated by this Agreement or as South32 may reasonably require.

5.7 Certification of Completion

Subject to the performance by each Party of its obligations under sections 5.4, 5.5 and 5.6, at Completion each Party must execute a certificate by which each Party certifies that Completion has been completed.

5.8 Transferred Shares

Subject to the Shareholders' Agreement and for greater certainty, the Parties acknowledge and agree that if South32 exercises the Earn-In Right such that South32 will take an assignment and transfer of the Transferred Shares, then the assignment and transfer of the Transferred Shares by MAI to South32 will take effect such that from and after the Completion Date all rights and advantages accruing to the Transferred Shares, including any dividends or distributions declared, made or paid on or in respect of the Transferred Shares on or after the Completion Date will belong to South32.

5.9 South32's Election to Terminate Without Cause

- (1) South32 may at any time after it has completed its obligations under this Agreement to contribute the First Tranche, the Second Tranche or the Third Tranche to the Company in respect of an Approved Program, elect to terminate this Agreement by delivering notice of its election to terminate this Agreement to the Minsud Parties. For greater certainty, South32 acknowledges and agrees that if South32 desires to terminate this Agreement after it has performed its obligations under this Agreement to contribute any Tranche, then South32 is not entitled to terminate this Agreement pursuant to this section 5.9(1) until South32 has contributed the entire amount of such Tranche to the Company.
- (2) The notice given under section 5.9(1) must specify the date on which the termination of this Agreement will take effect.

5.10 Effect of Termination

Subject to section 15.14(2), if this Agreement is terminated in accordance with section 5.9, then:

- (1) **[Redacted]**;
- (2) if it has not already done so pursuant to another provision of this Agreement, South32 must, within thirty (30) days after the date of termination, give to MAI the Transfer Notice by which South32 will be deemed to transfer all rights in relation to any Capital Contribution made by South32 under this Agreement to MAI after which South32 will, subject to section **Error! Reference source not found.**, have no further claims under this Agreement against the Minsud Parties in respect of any interest in the Property, the Exploration Data or any of the South32 Initial Capital Contribution;
- (3) with effect from the date of termination, each Minsud Party releases and forever discharges South32, its Personnel and any Affiliate of South32 from any and all Claims which it has or may have against South32, its

Personnel and any Affiliate of South32 arising out of or in connection with this Agreement, the Property, the Operations or the Company; and

[Redacted]

5.11 Termination of Agreement after Contribution of the South32 Initial Capital Contribution and issue of Termination Shares

- (1) If South32 has performed all of its obligations under sections 4.2, 4.3, 4.4 and 4.5 but this Agreement terminates in accordance with either section 5.2(4) or section 5.2(5) then:
 - (a) South32 will subscribe for, be issued and acquire that number of shares in the capital of the Company that is equal to 10% of the Shares (after such subscription) free and clear of any Encumbrance (“**Termination Shares**”); and
 - (b) section 5.11(2) will apply.
- (2) Within fifteen (15) days after this Agreement terminates in accordance with either section 5.2(4) or section 5.2(5) the Minsud Parties must:
 - (a) ensure that the shareholders of the Company:
 - (i) take all action necessary and waive any preferential, preemptive or similar rights that any of them may have to subscribe for the Termination Shares (whether before, on or after the date on which this Agreement terminates in accordance with either section 5.2(4) or section 5.2(5)); and
 - (ii) without limiting section 5.11(2)(a)(i), vote the Shares to pass all required resolutions for the issuance of the Termination Shares and for the right for South32 to subscribe for the Termination Shares;

- (b) take all corporate (including action by the board of directors of the Company) and legal action necessary to permit the Company to issue the Termination Shares to South32 in accordance with the Charter Documents of the Company and applicable Law;
 - (c) cause the Company to issue the Termination Shares to South32 and procure that the Termination Shares rank pari passu in all respects with the shares of the Company in issue at the date of their issue;
 - (d) prepare and issue to South32 share certificates in the name of South32 representing the Termination Shares;
 - (e) record the issue of the Termination Shares on the share ledger or register of members (as applicable) of the Company;
 - (f) deliver to South32 evidence, in form and substance satisfactory to South32, of the issue of the Termination Shares to South32 by the Company, in accordance with the Company's Charter Documents and applicable Law;
 - (g) a certified copy of the resolution of the board of directors of the Company approving the issue of the Termination Shares and all documents, instruments and agreements required to be executed and delivered by Company under this section 5.11(2);
 - (h) certified copies of the shareholders' resolutions of the Company approving:
 - (i) the issuance of the Termination Shares, and the waiver by the shareholders of the Company to subscribe for the Termination Shares or any portion of the Termination Shares;
 - (ii) the right for South32 to subscribe for the Termination Shares; and
 - (i) such further documents or instruments as may be contemplated by section 5.11(2) or as South32 may reasonably require.
- (3) If this Agreement terminates in accordance with either section 5.2(4) or section 5.2(5) then with immediate effect from the date of termination the Company must not, and the other Minsud Parties must ensure that the Company does not, amend, modify or vary the Company Articles so as to prejudice, lessen or otherwise adversely affect the rights, entitlements, powers and remedies of South32 as a shareholder of the Company without the prior written consent of South32.

6. COVENANTS OF THE MINSUD PARTIES

6.1 General

- (1) During the term of this Agreement Minsud and MAI:
 - (a) must cause the Company to observe and perform each covenant and obligation to be observed and performed by the Company under this Agreement; and
 - (b) unconditionally and irrevocably guarantee to South32 the due and punctual performance by the Company of each covenant and obligation to be observed and performed by the Company under this Agreement.
- (2) During the term of this Agreement Minsud:
 - (a) must cause MAI to observe and perform each covenant and obligation to be observed and performed by MAI under this Agreement; and
 - (b) unconditionally and irrevocably guarantee to South32 the due and punctual performance by MAI of each covenant and obligation to be observed and performed by MAI under this Agreement.
- (3) The liability of Minsud and MAI under section 6.1(1) and the liability of Minsud under section 6.1(2) will not be affected by any act, omission, matter or thing that would otherwise operate in Law or in equity to reduce or release either of Minsud or MAI from that liability and each of Minsud and MAI further agree that it will not be necessary for South32 to institute or exhaust any remedies or causes of action against the Company or MAI (as the case may be) as a condition of the performance by either of Minsud or MAI of its obligations as a guarantor under section 6.1(1) or section 6.1(2) (as the case may be).
- (4) During the term of this Agreement:
 - (a) subject to section 6.1(5), the Minsud Parties must use their best efforts to ensure that the Company continues to be legally entitled to hold the Property;
 - (b) the Minsud Parties must ensure that the Minsud Parties or the relevant Minsud Party (as the case may be) continues to be entitled to grant the Earn-In Right and to issue to South32 upon exercise of the Earn-In Right the Subscription Shares and, if applicable, to assign and transfer to South32 the Transferred Shares, in each case free and clear of any Encumbrance;

- (c) each Minsud Party must not, and Minsud must not allow or permit any other Minsud Party to take or omit to take any action that would cause:
 - (i) subject to section 6.1(5), the Company to not be legally entitled to hold the Property;
 - (ii) the Minsud Parties or the relevant Minsud Party (as the case may be) not to be entitled to grant the Earn-In Right and to issue to South32 upon exercise of the Earn-In Right the Subscription Shares and, if applicable, to assign and transfer to South32 the Transferred Shares, in each case free and clear of any Encumbrance; and
 - (iii) the Company to not be entitled to exercise any option it has under the Company Purchase Option Agreement.
- (5) The Parties acknowledge and agree that as long as the Operator has satisfied all of the requirements of section 7.6(2) then section 7.6(2) will apply in respect of the performance by the Operator of its obligations under sections 6.1(4)(a) and 6.1(4)(c)(i).

6.2 Encumbrances on Property and Assets

Except as expressly provided otherwise by this Agreement or in an Approved Program and Budget, during the term of this Agreement:

- (1) the Company must not, and each other Minsud Party must ensure that the Company does not, create, or if created, permit to remain, any Encumbrance, other than the Permitted Encumbrances, upon the Company, the Property or other Assets of the Company without the express prior written approval of South32 first being obtained (which approval may be refused, withheld or conditioned at the absolute discretion of South32); and
- (2) MAI must not, and Minsud must ensure that MAI does not, create, or if created, permit to remain, any Encumbrance, upon any of the Shares held by it without the express prior written approval of South32 first being obtained (which approval may be refused, withheld or conditioned at the absolute discretion of South32).

6.3 No Transfer of Assets or Shares

- (1) Except as expressly provided otherwise by this Agreement or in an Approved Program and Budget, during the term of this Agreement the Company must not, and each other Minsud Party must ensure that the Company does not, allow or permit the Company to enter into any agreement or understanding to, sell, transfer, assign or otherwise dispose of any of its material Assets (including the Property) or any interest in any

of its material Assets (including the Property) without the express written consent of South32 first being obtained (which approval may be refused, withheld or conditioned at the absolute discretion of South32).

- (2) Each Party acknowledges and agrees that:
- (a) as at the Effective Date, the Company holds the Chubut Project and the La Rosita Project which comprise a part of its Assets;
 - (b) notwithstanding section 6.3(1) and unless expressly agreed otherwise with South32:
 - (i) the Company may at any time before the date on which South32 is entitled to exercise the Earn-In Right transfer (including by means of a *transferencia de fondo de comercio*), and in any event each other Minsud Party must ensure that the Company before the date on which South32 is entitled to exercise the Earn-In Right, transfers (including by means of a *transferencia de fondo de comercio*) the Chubut Project and the La Rosita Project from the Company to another person nominated by the other Minsud Parties; and
 - (ii) the transfer of the Chubut Project and the La Rosita Project contemplated by section 6.3(2)(b) must be completed by the Company as soon as is reasonably practicable and in any event before the date on which South32 is entitled to exercise the Earn-In Right;
 - (c) all costs, expenses and liabilities (including any Tax liability) arising out of or in connection with the transfer of the Chubut Project and the La Rosita Project contemplated by section 6.3(2)(b) will be the responsibility of and must be paid by the Minsud Parties (other than the Company); and
 - (d) notwithstanding section 6.3(1) and section 6.6 the Company may remit or distribute to MAI any proceeds paid to or received by the Company as a result of the transfer of the Chubut Project and the La Rosita Project contemplated by section 6.3(2)(b).
- (3) During the term of this Agreement the Company must not, and each other Minsud Party must ensure that the Company does not:
- (a) except for those activities necessary to maintain the La Rosita Project or the Chubut Project (or both, as the case may be) in good standing or required by applicable Law or applicable Permits, perform any kind of work or undertake any kind of activity on or in respect of the La Rosita Project or the Chubut Project (or both, as the case may be) which results or causes the Company to incur

liabilities in any Year in excess of **[Redacted]** (“**La Rosita Project Liabilities**”) without the prior written consent of South32 (which consent may be withheld by South32 in its absolute discretion or given on such terms as it considers fit); or

- (b) pay, transfer or apply (either directly or indirectly) for the benefit of the La Rosita Project or the Chubut Project (or both, as the case may be) any of the South32 Initial Capital Contribution.
- (4) Minsud and MAI will be solely responsible and liable for, and jointly and severally indemnify and must keep indemnified South32 from and against any Claim which South32 suffers, sustains or incurs (either directly or indirectly) arising out of or in connection with:
- (a) the La Rosita Project;
 - (b) the transfer of the La Rosita Project contemplated by section 6.3(2)(b);
 - (c) any kind of work or any kind of activity performed on or undertaken in respect of the La Rosita Project by any Minsud Party; or
 - (d) the La Rosita Project Liabilities.
- (5) Each Minsud Party undertakes to South32 that all La Rosita Project Liabilities will be satisfied, paid or discharged (as the case may be) by the Minsud Parties prior to Completion.

6.4 No Transfer of Shares or Control

- (1) Except as expressly provided otherwise by this Agreement, during the term of this Agreement:
- (a) Minsud and MAI must not and must not allow or permit the Company:
 - (i) to transfer, assign or otherwise dispose of any of the Shares; or
 - (ii) to create, or if created, permit to remain, any Encumbrance upon any of the Shares;
 - (b) Minsud must not and must not allow or permit MAI:
 - (i) to transfer, assign or otherwise dispose of any of the Shares held by it or any interest in any such Shares without the express written consent of South32 first being obtained (which approval may be refused, withheld or conditioned at the absolute discretion of South32); or

- (ii) to create, or if created, permit to remain, any Encumbrance upon any of the Shares held by it or any interest in any such Shares without the express written consent of South32 first being obtained (which approval may be refused, withheld or conditioned at the absolute discretion of South32).
- (2) During the term of this Agreement:
 - (a) Minsud must ensure that MAI is Controlled by Minsud and remains a wholly owned subsidiary of Minsud; and
 - (b) MAI must ensure the Company is Controlled by MAI and remains a subsidiary of MAI and that MAI continues to legally and beneficially own ninety nine point six three percent (99.63%) of the Shares until the performance by the Minsud Parties of their obligations under section 5.4(2)(a).
- (3) For greater certainty, nothing in this Agreement will prohibit or restrict:
 - (a) in any manner any transaction involving Minsud securities including a change of Control of Minsud as a result of the sale of securities to an arm's length third party pursuant to an unsolicited or solicited take-over bid or similar transaction; or
 - (b) an amalgamation or merger of Minsud and MAI which has the effect in law of the amalgamated, resulting or surviving corporation possessing substantially all the property, rights and interests and being subject to substantially all the debts, liabilities and obligations of each amalgamating or predecessor corporation; or
 - (c) the public listing of Minsud, MAI or the surviving corporation referred to in section 6.4(3)(b) on a recognised stock exchange or the de-listing of Minsud, MAI or the surviving corporation referred to in section 6.4(3)(b) from a recognised stock exchange.

6.5 Other Dealings

Except as expressly provided otherwise by this Agreement or as is expressly authorized pursuant to an Approved Program and Budget, during the term of this Agreement Minsud and MAI must:

- (1) not allow the Company to issue, enter into or grant any right, agreement, warrant, option or commitment, present or future, contingent or absolute, or anything capable of becoming a right, agreement or option with the passage of time or the occurrence of any event or otherwise:
 - (a) to require the Company to issue any further or other shares or any other security or other instrument convertible or exchangeable into

- shares of the Company or to convert or exchange any security or other instrument into or for shares of the Company;
- (b) for the issue or allotment of any of the unissued shares of the Company;
 - (c) to require the Company to purchase, redeem or otherwise acquire any of the Shares;
 - (d) to purchase or acquire any of the Shares; or
 - (e) for the Company to incur any indebtedness, except for such indebtedness as may be incurred in the normal and ordinary course of business consistent with past practices;
- (2) cause the Company not to:
- (a) amalgamate, merge, consolidate or otherwise enter into an arrangement, scheme or other business combination or corporate reorganization (including any and all spin offs) with any other person or acquire all or substantially all of the shares or the business or assets of any other person, or agree to do any of the foregoing;
 - (b) except as expressly contemplated by this Agreement, or as may be required to give effect to the arrangements and agreements contemplated by the Shareholders' Agreement, make changes to its Charter Documents;
 - (c) increase, reduce or otherwise change its share capital, or transfer an amount to its share capital account from any of its other accounts, or allot or issue any shares or any securities or loan capital convertible into shares, or purchase, redeem, retire or acquire any such shares or securities, or agree to do so, or sell or give any option, right to purchase, mortgage, charge, pledge, lien or other form of security or encumbrance over any such shares or securities;
 - (d) without the prior written consent of South32, acquire any material Assets or any Mineral Rights or enter into a capital commitment or make any unusual or extraordinary expenditures (whether capital or operating);
 - (e) change the nature of its business or do any act or thing that would materially adversely affect its business, Assets, prospects or financial condition; or
 - (f) without the prior written consent of South32, make or implement a Material Decision.

6.6 No Dividends of the Company

During the term of this Agreement, the Company must not declare, pay or commit itself to pay any dividend or other distribution with respect to any share in the capital of the Company, other ownership interest in the Company or in any of its Assets or business without the express written consent of South32 first being obtained.

6.7 Conduct of Business of the Company

- (1) During the term of this Agreement:
 - (a) the Company, without limiting any of its other obligations under this Agreement, must, for so long as the Company is Operator, carry on its business only in accordance with Approved Programs and Budgets; and
 - (b) subject to section 6.7(2), the Company must carry on its business in the normal and ordinary course consistent with past practices which includes the maintenance of all insurance policies existing at the Effective Date; and
 - (c) without limiting section 6.7(1)(b), the Company must conduct its business, operations and activities (including all activities to acquire interests in, on or in respect of the Property) in compliance in all material respects with all applicable Law (including Anti-corruption Law).
- (2) To the extent not provided for elsewhere in this Agreement or in an Approved Program and Budget, the Company may take such action as it determines, acting reasonably, as is necessary or advisable to preserve its Assets and without limiting the foregoing, the Property and any Mineral Rights.
- (3) MAI and the Company must, respectively, at all times during the term of this Agreement do and cause to be done all things necessary or advisable in order to maintain its corporate existence, including the making of all filings with any person necessary to maintain its corporate existence. South32 and its Personnel will be entitled to inspect and copy the corporate, financial and other records and documents pertaining to the Company at all reasonable times upon reasonable notice.
- (4) If the Technical Committee does not approve a Report and Budget, and further capital on account of the South32 Initial Capital Contribution has not been contributed prior to or on the expiration date of a Year, then the Operator is authorized to conduct Operations and incur Expenditures utilizing South32 Initial Capital Contribution as is necessary to preserve the Property and the corporate existence of the Company, in its discretion, acting reasonably and to take all action necessary (including making all

filings with any person) to maintain the corporate existence and ordinary course operations of the Company (including any work in progress) at the level specified in the last Approved Program and related Approved Budget.

6.8 Existing Agreements

- (1) Subject to section 6.8(2) and without limiting any other provision of this section 6, during the term of this Agreement:
 - (a) each of Minsud and MAI must:
 - (i) cause the Company to observe and perform each covenant and obligation to be observed and performed by the Company under the Existing Agreements;
 - (ii) to the maximum extent permitted by applicable Law, cause each counterparty to an Existing Agreement to observe and perform each covenant and obligation to be observed and performed by it under the Existing Agreement;
 - (iii) ensure that the Company does not assign, transfer, encumber or otherwise deal with its rights and interests under the Existing Agreements;
 - (iv) ensure that the Company does not amend, modify or vary any Existing Agreement or waive any right, power or remedy under any Existing Agreement without the prior written consent of South32;
 - (v) ensure that the Company does not terminate, cancel or rescind any Existing Agreement or allow or permit any Existing Agreement to be terminated, cancelled, rescinded, expire or lapse without the prior written consent of South32; and
 - (vi) without limiting any other provision of this section 6 and except as expressly provided otherwise in this Agreement, not exercise any right, power, authority, discretion, right of enforcement or remedy conferred on it under any Existing Agreement which has or would be likely to have a material adverse effect on the rights and interests of South32 under this Agreement without the prior written consent of South32;
 - (b) Minsud must:
 - (i) observe and perform each covenant and obligation to be observed and performed by Minsud under the Put and Call Option Agreement;

- (ii) to the maximum extent permitted by applicable Law, cause the counterparty to the Put and Call Option Agreement to observe and perform each covenant and obligation to be observed and performed by it under the Put and Call Option Agreement;
 - (iii) not assign, transfer, encumber or otherwise deal with its rights and interests under the Put and Call Option Agreement;
 - (iv) not amend, modify or vary the Put and Call Option Agreement or waive any right, power or remedy under the Put and Call Option Agreement without the prior written consent of South32;
 - (v) not terminate, cancel or rescind the Put and Call Option Agreement or allow or permit the Put and Call Option Agreement to be terminated, cancelled, rescinded, expire or lapse without the prior written consent of South32; and
 - (vi) without limiting any other provision of this section 6 and except as expressly provided otherwise in this Agreement, not exercise any right, power, authority, discretion, right of enforcement or remedy conferred on it under the Put and Call Option Agreement which has or would be likely to have a material adverse effect on the rights and interests of South32 under this Agreement without the prior written consent of South32.
- (2) For certainty, subject to performance by the Company of its obligations under section 7.5(3)(c), the Parties acknowledge and agree that unless:
- (a) any cash payment required to be made under a Company Purchase Option Agreement after the Effective Date (“**CPA Payment**”) is contemplated in and authorized by an Approved Program and Budget; and
 - (b) the Capital Contributions which are to be contributed to the Company on account of the Approved Program and Budget referred to in section 6.8(2)(a) are remitted to the Company in accordance with section 4.9,
- no Minsud Party will be taken to be in breach of:
- (c) any of the representations and warranties of the Minsud Parties set out in section 3.2 which relate or pertain to the Company Purchase Option Agreements as a consequence of a CPA Payment not being authorized by an Approved Program and Budget or not being

remitted to the Company in accordance with section 4.9 as part of a Capital Contribution; or

- (d) the obligations of a Minsud Party under this section 6 or section 7 to the extent they apply to a Company Purchase Option Agreement as a consequence of a CPA Payment not being authorized by an Approved Program and Budget or not being remitted to the Company in accordance with section 4.9 as part of a Capital Contribution.

6.9 Trusts and Trust Property

Except with the prior written consent of South32, the Company must, exercise its rights and powers under each Trust Agreement and at Law, to ensure, to the extent that it is able to, that:

- (1) each Trust Agreement is not varied, terminated or revoked;
- (2) each Trustee does not:
 - (a) retire as trustee of the applicable Trust or appoint any new or additional trustee;
 - (b) default in its duties as trustee of the applicable Trust;
 - (c) exercise any power to appoint new beneficiaries or class of beneficiaries;
 - (d) vest or distribute or advance any capital of the Trust to any beneficiary;
 - (e) enter into any agreement or understanding to, sell, transfer, assign or otherwise dispose of any Assets of the Trust (including the Trust Property) or any interest in any of the Assets of the Trust (including the Trust Property); and
 - (f) create, or if created, permit to remain, any Encumbrance upon any Assets of the Trust (including the Trust Property) or any interest in any such Assets.

7. OPERATIONS

7.1 Operator

Subject to section 7.2, commencing on the Effective Date, the Company will be the Operator until the execution and delivery by each Party (other than Minsud) of the Shareholders' Agreement.

7.2 Removal of Operator

The Operator will be deemed to have resigned and South32 may appoint a third party as Operator, upon written notice from South32 to each Minsud Party and effective on the date designated in the notice, if:

- (1) the Operator fails to perform any material obligation imposed upon it as Operator under this Agreement and action to rectify or remedy that failure is not taken within ninety (90) days after receipt by the Operator of a written notice from South32 demanding performance;
- (2) a change in Control occurs with respect to a Minsud Party; or
- (3) the Operator becomes an Insolvent Party.

If the Operator is removed pursuant to section 7.2(3), then the appointment of any successor Operator will, to the extent permitted by applicable Law, be deemed to pre-date the date on which the Operator becomes the subject of an Insolvency Event.

7.3 Affiliate as Operator and Third Party Operator

- (1) Where a Party's Affiliate who is not a party to this Agreement acts as Operator that Party must cause the Affiliate to comply with the terms of this Agreement applicable to the Operator as if the Affiliate was bound by it.
- (2) Except for a Party's Affiliate, no third party may be retained to act as the Operator unless:
 - (a) South32 appoints a third party as Operator pursuant to section 7.2; or
 - (b) where section 7.2 does not apply, Minsud and South32 agree in writing that a third party is to become Operator; and
 - (c) in either case, the third party agrees in writing to be bound by all of the same duties and obligations imposed on the Operator under this Agreement and, in particular, under this section 7.

7.4 Authority of Operator

Subject to this Agreement, the Operator will have:

- (1) all powers and authorities necessary or desirable to enable the Operator to carry out or procure the carrying out of all Operations; and
- (2) without limiting section 7.4(1), the right to:
 - (a) enter in, under or upon the Property and to conduct the Operations and related activities on the Property;

- (b) bring upon and erect upon the Property buildings, plant, machinery and equipment as the Operator may deem advisable;
- (c) remove from the Property and dispose of, reasonable quantities of ores, minerals and metals for the purpose of obtaining assays or making other tests; and
- (d) do such prospecting, exploration, development or other mining work on and under the Property as contemplated by an Approved Program.

7.5 Programs, Budgets and Reports

- (1) Each Party acknowledges and agrees that the Year 1 Approved Program is deemed to have been unanimously approved by the Technical Committee and the Operator is authorized to undertake the Operations specified in and incidental to the program of Operations set out in the Year 1 Approved Program and to incur the Qualifying Expenditure specified in the Approved Budget forming part of the Year 1 Approved Program.
- (2) The Operator must:
 - (a) at least sixty (60) days prior to the Year 1 Expiration Date, prepare and submit to the Technical Committee a report and budget ("**Year 1 Report and Budget**") for approval by the members of the Technical Committee containing:
 - (i) a report on the Operations conducted on or with respect to the Property, during such time period reasonably covered by such report, summarizing any significant technical data learned or obtained and providing a breakdown of Qualifying Expenditure incurred in carrying out the Operations for Year 1 to the date of such report; and
 - (ii) a proposed program of Operations and budget of Qualifying Expenditure for Year 2 (or such other period otherwise unanimously agreed by the Parties);
 - (b) at least sixty (60) days prior to the Year 2 Expiration Date, prepare and submit to the Technical Committee a report and budget ("**Year 2 Report and Budget**") for approval by the members of the Technical Committee containing:
 - (i) a report on the Operations conducted on or with respect to the Property, during such time period reasonably covered by such report, summarizing any significant technical data learned or obtained and providing a breakdown of Qualifying Expenditure incurred in carrying out the Operations for any

- time period in Year 1 not covered in the Year 1 Report and Budget and for Year 2 to the date of such report; and
- (ii) a proposed program of Operations and budget of Qualifying Expenditure for Year 3 (or such other period otherwise unanimously agreed by the Parties); and
- (c) at least sixty (60) days prior to the Year 3 Expiration Date, prepare and submit to the Technical Committee a report and budget (“**Year 3 Report and Budget**”) for approval by the members of the Technical Committee containing:
- (i) a report on the Operations conducted on or with respect to the Property, during such time period reasonably covered by such report, summarizing any significant technical data learned or obtained and providing a breakdown of Qualifying Expenditure incurred in carrying out the Operations for any time period in Year 2 not covered in the Year 2 Report and Budget and Year 3 to the date of such report; and
 - (ii) a proposed program of Operations and budget of Qualifying Expenditure for Year 4 (or such other period otherwise unanimously agreed by the Parties).
- (3) Each proposed Report and Budget prepared by the Operator must:
- (a) contain the detail specified by South32, acting reasonably;
 - (b) make adequate provision for the Expenditures to be incurred in maintaining the Property in good standing (including land maintenance costs and any monies expended as required to comply with applicable Law), in curing title defects and in acquiring and maintaining surface and other ancillary rights;
 - (c) except for any CPA Payment that is required to be made in Year 1 under the Company Purchase Option Agreements (of which South32 is aware), specify any CPA Payment that the Company is required to make during the period to be covered by the proposed Budget;
 - (d) specify in reasonable detail how the estimated Overhead and Senior Management Contribution is to be allocated among and applied to the overhead and other indirect costs and expenses to be incurred by the Operator (or its Affiliates) referred to in sections 7.9(3) and 7.9(4), and without limiting the foregoing, such allocation must include and specify the categories of overhead, and other indirect costs and costs and expenses estimated to be incurred by the Operator in acting as Operator and in conducting the

Operations and the amount of the estimated Operator's Fee allocated to each such category; and

- (e) specify the obligations which are mandatory and which the Operator must perform in relation to the Property as required by applicable Law or applicable Permits (or both, as the case may be).
- (4) The Operator will not be required to meet or bear any Qualifying Expenditure otherwise than out of the Earn-In Agreement Accounts and any obligation imposed on the Operator requiring the expenditure of money will be read as if expressed to be subject to this section 7.5(4).

7.6 Operator's Obligations

- (1) For so long as it is Operator, the Operator covenants to and must:
- (a) conduct all Operations in a manner consistent with good exploration, engineering and mining practice;
 - (b) without limiting section 7.6(1)(a), conduct all Operations:
 - (i) in compliance with the anti-corruption requirements set out in section 15.18;
 - (ii) in compliance with any applicable Law (including applicable Environmental Law) and the conditions and requirements of any applicable Permit; and
 - (iii) subject to section 7.6(1)(a), in accordance with practices, methods, standards (including standards of health and safety) and procedures which are provided to the Operator or prescribed in writing by South32 from time to time;
 - (c) carry out each Approved Program in accordance with the Approved Budget;
 - (d) pay all Qualifying Expenditure properly incurred pursuant to an Approved Program promptly as and when due;
 - (e) keep the Property in good standing as required by applicable Law including by payment of all fees (*canon*), rentals, taxes, assessments, renewal fees or other charges, the doing and filing of all necessary work and by the doing of all other acts and things and making all other payments which may be necessary in that regard and upon the written request of the Non-operating Party, provide it with evidence of such payments;
 - (f) except for the Permitted Encumbrances, keep the Property free and clear of all Encumbrances (except liens for taxes not yet due, other inchoate liens and liens contested in good faith by the Operator)

and to proceed with all diligence to contest and discharge any such Encumbrance that is filed;

- (g) permit any Personnel of the Non-operating Party:
 - (i) at their own expense and risk, access to the Property no less than three (3) times in each Year and otherwise at all reasonable times; and
 - (ii) access to all records (whether in tangible or electronic form) of the Operator pertaining to the Operations and the Property;
- (h) permit the Non-operating Party, upon being provided with reasonable notice, to inspect and copy, at all reasonable times, any Exploration Data;
- (i) implement and maintain an internal account controls system and anti-corruption policy and procedures that meet South32's anti-corruption/anti-bribery requirements (as applicable to the Operator and the Company) to ensure the proper authorisation, recording and reporting of all transactions, and to provide reasonable assurance that it (and its Personnel) will comply with the requirements of section 15.18 and that violations of Anti-corruption Law will be prevented, detected and deterred;
- (j) during the term of this Agreement and for a period of 2 years after the expiry or termination of this Agreement maintain true and correct books, accounts and records of Expenditure and otherwise in accordance with IFRS;
- (k) during the execution of each Approved Program deliver to each Non-operating Party monthly progress reports indicating the status of any Operations being conducted on the Property and disclosing any significant Exploration Data learned or obtained in connection with such work, but no reports will be required during those periods in which there is no work being conducted;
- (l) deliver to each Non-operating Party as soon as is practicable and in any event on or before the Year 4 Expiration Date, all Exploration Data learned or obtained from the Operations carried out during Year 4;
- (m) deliver to each Non-operating Party on or before the Year 4 Expiration Date, a report on the Operations conducted on or with respect to the Property during Year 4 summarizing any significant technical data learned or obtained and providing a breakdown of Qualifying Expenditure incurred in carrying out the Operations for Year 4 ("**Annual Exploration Report**");

- (n) promptly notify each Non-operating Party of any material exploration results or adverse events; and
 - (o) place and maintain, with a reputable insurer or insurers, not less than **[Redacted]** (or such other amount as the Parties may agree) in third party liability insurance in respect of its operations on the Property, and upon the written request of the Non-operating Party, provide the Non-operating Party with documents that record or are evidence of the existence and coverage of such insurance.
- (2) As long as the Operator has complied with its obligations set out in section 7.5(3)(e), the Operator:
- (a) will not be required to conduct any Operations on or in respect of the Property that are not contemplated in, and authorized by, an Approved Program and Budget; and
 - (b) will not be liable if it has omitted to conduct or perform any Operations on or in respect of the Property on the basis that such Operations are not contemplated in, and authorized by, an Approved Program and Budget,

but notwithstanding the foregoing and for certainty, nothing in this section 7.6(2) will lessen, prejudice, discharge or otherwise affect the obligations of the Operator specified in section 7.6(1) in performing any Operations that are contemplated in, and authorized by, an Approved Program and Budget.

7.7 Unsafe Acts or Conditions

- (1) If at any time South32 observes an Unsafe act or condition or becomes aware of a planned Unsafe act on the Property in connection with or as a consequence of the Operations, then South32 may direct the Operator to:
- (a) stop or not proceed with the Unsafe act; and
 - (b) take action to rectify or remove the Unsafe act or condition,
- and the Operator must comply with that direction and modify the carrying out of the Operations in order to prevent, discontinue, mitigate, rectify or remove the Unsafe act or condition.
- (2) South32 may at any time, either in connection with an Unsafe act or condition or generally in connection with the carrying out of the Operations, direct the Operator to adopt and implement methods, standards (including standards of health and safety) and procedures in carrying out the Operations and the Operator must comply with that direction and adopt and implement those methods, standards and procedures.

- (3) The Parties acknowledge and agree that:
 - (a) any cost or expense incurred by the Operator in the performance of its obligations under sections 7.7(1) and 7.7(2) and funded by South32 will constitute Qualifying Expenditure for the purposes of this Agreement; and
 - (b) any delay caused by the Operator's performance of its obligations under sections 7.7(1) and 7.7(2) will result in the Earn-In Period being extended by a period equivalent to the period of delay or such longer period as is reasonable in the circumstances.

7.8 Obligations to Inform

During the term of this Agreement, each Minsud Party must, and must cause its Affiliates to:

- (1) promptly deliver to South32 any notice, demand or other material communication relating to any of the material Assets of the Company (including the Property) that it or any of its Affiliates receive; and
- (2) obtain the prior written consent of South32 to the sending by it or its Affiliates of any notice, demand or other material communication relating to the Property, the Existing Agreements or any of the other significant Assets of the Company to any third person including any adjacent property owner or any Governmental Authority where such notice, demand or other material communication is likely to have a material adverse effect on the Property, the Company or the Earn-In Right or South32's rights and interests (direct or indirect) under this Agreement.

7.9 Overhead and Senior Management Contribution

- (1) Subject to sections 7.9(2) and 7.9(3), the Operator will, during the period in which it acts as Operator, be entitled to charge the Overhead and Senior Management Contribution.
- (2) The Overhead and Senior Management Contribution will be excluded from Expenditure for the purposes of calculating the Overhead and Senior Management Contribution.
- (3) For certainty, the Overhead and Senior Management Contribution is inclusive of all overhead and other indirect costs and expenses incurred by the Minsud Parties (or their Affiliates other than the Company) in supporting and assisting the Company to act as Operator and undertake the Operations as described in, and authorized by, Approved Programs and Budgets and, except to the extent provided otherwise in section 1.1(68)(r), none of the Operator's overhead and other indirect costs and expenses (including any costs and expenses relating to management of the Property or the Operations by senior Personnel of any Minsud Party)

incurred by the Operator (or its Affiliates) in acting as Operator and undertaking the Operations will be included within or will constitute any other category of Expenditure.

- (4) The Overhead and Senior Management Contribution must only be applied in payment or reimbursement (as the case may be) of overhead and other indirect costs and expenses incurred by the Minsud Parties (or their Affiliates other than the Company) in supporting and assisting the Company to act as Operator and undertake the Operations as described in, and authorized by, an Approved Program and Budget.

7.10 Property Matters

- (1) During the term of this Agreement the Company and the Operator must:
 - (a) subject to applicable Law and the terms of the Mineral Rights comprising the Property, not (directly or indirectly) abandon, surrender, excise, reduce or relinquish by any means any of the Mineral Rights or the Other Rights comprising the Property without the prior written consent of South32; and
 - (b) to the maximum extent possible under applicable Law and the terms of the Mineral Rights comprising the Property, ensure that the Company or the Trusts (as the case may be) remains the registered holder and beneficial owner of the Mineral Rights that comprise a part of the Property.
- (2) If the Company is required by applicable Law or by virtue of a condition or covenant of any Mineral Right forming part of the Property to reduce or relinquish (whether periodically or otherwise) any Mineral Right or part of a Mineral Right comprising the Property then at least thirty (30) days prior to the date on which such reduction or relinquishment will take place, the Company and the Operator must by notice to South32:
 - (a) identify the Mineral Right or part of it that the Company and the Operator recommend and propose be reduced or relinquished and the reasons for that recommendation; and
 - (b) include with the notice all Exploration Data (if any) that pertains to the geographical area the subject of the Mineral Right or part of it that the Company and the Operator recommend and propose be reduced or relinquished.

7.11 Technical Committee

- (1) Upon the Effective Date, a technical committee (“**Technical Committee**”) will be formed comprised of two (2) representatives of the Minsud Parties and two (2) representatives of South32.

- (2) Meetings of the Technical Committee will be held:
 - (a) during any part of a Year in which no Operations are being conducted, at such intervals or places and by such means as Minsud and South32 may agree; and
 - (b) during any part of a Year in which Operations are being conducted, quarterly in Buenos Aires (or at such other intervals or places and by such means as Minsud and South32 may agree).
- (3) Meetings will be called on fourteen (14) days' notice by either Minsud or South32. Either Minsud or South32 may on fourteen (14) days' notice call an ad hoc meeting.
- (4) For each meeting an agenda must, at least seven (7) days prior to that meeting, be distributed to Minsud and South32 by the person calling that meeting. Minsud must cause minutes of each meeting to be taken and distributed to South32 for comments within fourteen (14) days subsequent to that meeting and will be the subject of approval at the next meeting. A representative of Minsud or South32 may attend any meeting by conference telephone, so long as all attendees at that meeting can hear and be heard by all other attendees.
- (5) The Technical Committee will, among other things, review:
 - (a) each Report and Budget;
 - (b) all Exploration Data learned or obtained in connection with the Operations; and
 - (c) any matter related to Section 217 of the Argentine Mining Code.
- (6) The Technical Committee must endeavour to approve a Report and Budget within thirty (30) days of its receipt of that Report and Budget.
- (7) The Technical Committee may approve programs and budgets proposed by the Operator with or without amendment, addition, deletion or other alteration or modification as the Technical Committee considers fit or reject the same and in the case of rejection the Technical Committee may give such directions to the Operator regarding the preparation and submission of a further program and budget in respect of the Year concerned as the Technical Committee may determine.
- (8) Each Party acknowledges and agrees that the Technical Committee may approve the alteration or modification proposed by South32 of an Approved Program to expand the Operations to be undertaken as part of that Approved Program and to increase the Approved Budget that relates to that Approved Program and any such approval will not be unreasonably withheld.

- (9) In the absence of agreement by the members of the Technical Committee in respect of any program and budget proposed by the Operator, the Operations or any other matter before the Technical Committee, any direction or decision concerning, or final approval of, programs, budgets, Operations or any other matter before the Technical Committee during the term of this Agreement will be given or made (as the case may be) solely by South32.

7.12 Audit

- (1) Within sixty (60) days following the completion of an Approved Program, the Operator must provide each Party with a certified itemized statement of Qualifying Expenditure incurred during the completion of that Approved Program. The itemized statement of Qualifying Expenditure incurred in any period certified to be correct by an officer of the Operator will be conclusive evidence of the making of the Qualifying Expenditure recorded in the statement unless within the ninety (90) days after receipt of that statement a Party delivers a written objection to the statement to the Operator. If a Party delivers such an objection, then it will be entitled to request that the auditor of the Operator audit the Qualifying Expenditure recorded in the statement of Qualifying Expenditure that is the subject of the objection. At the conclusion of that audit:
 - (a) if the auditor determines that the statement of Qualifying Expenditure was accurate within five percent (5%) percent of actual Qualifying Expenditure, then the reasonable costs of the audit will be borne by the objecting Party; or
 - (b) if the auditor determines that the statement of Qualifying Expenditure overstated or understated Qualifying Expenditure actually made by greater than a five percent (5%) margin, then the reasonable costs of the audit will be borne by the Operator,

and, in all events and whatever the misstatement, only the actual Qualifying Expenditure so determined will constitute Qualifying Expenditure for the purposes of the relevant Year.

- (2) Notwithstanding anything in this Agreement to the contrary, the auditor's determination of Qualifying Expenditure will be final and determinative of the amounts stated in the statement in question, and will not be or constitute a Dispute subject to section 13.

8. ASSIGNMENT

8.1 Assignment by Minsud Party

- (1) Subject to section 6.3(2), each Minsud Party must not assign or otherwise deal with its rights or obligations under this Agreement without the prior written consent of South32, (which consent may be refused, withheld or

conditioned at the absolute discretion of South32). No assignment of this Agreement will be effective unless and until the proposed assignee has entered into an agreement with South32, in form and substance satisfactory to South32, by which the proposed assignee agrees to be bound by the provisions of this Agreement as if it was an original party to this Agreement in place of the assigning Party.

- (2) In this section 8 “**assign**” includes, either directly or indirectly, to:
 - (a) sell, assign, transfer, licence, novate or otherwise dispose or part with possession of; or
 - (b) mortgage, charge, grant a lien, pledge, hypothecate, declare a trust in respect of or grant any interest in, by way of security or otherwise;
- (3) Notwithstanding sections 8.1(1) and 8.1(2), a change of Control of Minsud after the Effective Date will not be considered an assignment by MAI or the Company for the purposes of section 8.1(1).

8.2 Assignment by South32

South32 may assign or otherwise deal with any or all of South32's rights or obligations under this Agreement at any time to any Affiliate of South32 that is financially capable of meeting South32's obligations under this Agreement. Subject to the foregoing, South32 may not assign or otherwise deal with its rights or obligations under this Agreement without the prior written consent of Minsud (which consent may be refused, withheld or conditioned at the absolute discretion of Minsud). No assignment of this Agreement will be effective unless and until the proposed assignee has entered into an agreement with the Minsud Parties, in form and substance satisfactory to the Minsud Parties (acting reasonably), by which the proposed assignee agrees to be bound by the provisions of this Agreement as if it was an original party to this Agreement in place of the assigning Party.

8.3 Exceptions

Nothing in this section 8 or elsewhere in this Agreement applies to or restricts in any manner an amalgamation, plan of arrangement, public listing, de-listing or corporate reorganization involving a Party (other than the Company) which has the effect in law of the amalgamated, resulting or surviving corporation possessing substantially all the property, rights and interests and being subject to substantially all the debts, liabilities and obligations of each amalgamating or predecessor corporation, or the transfer of Control of a Party whose shares are listed on one or more stock exchanges to an arm's length third party pursuant to an unsolicited or solicited take-over bid or similar transaction.

8.4 Application

Sections 8.5 to 8.8 (inclusive) will become operative and be of full force and effect on the date on which South32 has performed all of its obligations under sections 4.2, 4.3, 4.4 and 4.5 but this Agreement terminates in accordance with either section 5.2(4) or section 5.2(5).

8.5 Definitions

For the purposes of sections 8.6 to 8.8 (inclusive):

- (1) **“Accepting Shareholder”** has the meaning given in section 8.9(4);
- (2) **“Assignment Notice”** has the meaning given in section 8.9(1)
- (3) **“Drag Along Notice”** has the meaning given in section 8.7(2);
- (4) **“Drag Along Right”** has the meaning given in section 8.7(1);
- (5) **“Electing Shareholder”** has the meaning given in section 8.8(2)(a);
- (6) **“Interest”** means, in respect of each Shareholder, all of that Shareholder’s Shares and any other right or claim that the Shareholder may have against the Company and the other Shareholders in that Shareholder’s capacity as a member of the Company;
- (7) **“Offered Interest”** has the meaning given in section 8.7(1)(a);
- (8) **“Offered Shares”** has the meaning given in section 8.9(1);
- (9) **“Offeror”** has the meaning given in section 8.9(1);
- (10) **“Purchase Offer”** has the meaning given in section 8.7(2)(b);
- (11) **“Shares”** means common shares in the capital of the Company with voting rights;
- (12) **“Shareholder”** means in respect of the Company, any one of MAI and South32 and **“Shareholders”** means MAI and South32;
- (13) **“Third Party Offer”** has the meaning given in section 8.9(1); and
- (14) **“Third Party Offeror”** has the meaning given in section 8.7(1)(a)

8.6 Restrictions on Assignment of Shares

The Company, MAI and South32 acknowledge and agree that its Interest and any assignment by a Shareholder of all or any part of its Interest to any person, whether a Shareholder or not, is subject to sections 8.7 to 8.9 (inclusive).

8.7 Drag Along Rights

- (1) If:
 - (a) MAI receives, from an arm's length third party ("**Third Party Offeror**"), a bona fide third party offer to purchase all of its Interest ("**Offered Interest**");
 - (b) after receipt of the MAI Offer MAI gives notice to South32 if its intention to exercise its rights under this section 8.7(1); and
 - (c) after giving notice to South32 in accordance with section 8.7(1)(b), MAI accepts the MAI Offer,

then MAI may require South32 to sell all but not less than all of the Interests held by South32 to the Third Party Offeror for the consideration and on the terms and conditions set out in section 8.7(2) ("**Drag Along Right**").

- (2) The Drag Along Right may only be exercised by MAI giving a written notice ("**Drag Along Notice**") to South32, which notice:
 - (a) must stipulate the name of the Third Party Offeror, and the time, date and place of completing the sale of the Offered Interest which South32 is being required to make;
 - (b) must be accompanied by a copy of the MAI Offer and by a written offer ("**Purchase Offer**") from the Third Party Offeror offering to purchase from South32 all of the Interest held by South32 for the same consideration and on the same terms and conditions as are contained in the MAI Offer; and
 - (c) must be given not less than thirty (30) days prior to the date fixed for completion of the transaction provided for by the Purchase Offer.

If a Drag Along Notice has been given, then during the period between the giving of such Drag Along Notice and the day following the day fixed for completion of the transactions contemplated by the Purchase Offer to which such Drag Along Notice relates, no further Drag Along Notice may be given.

- (3) Promptly following its receipt of the Purchase Offer (and in any event within seven (7) days after its receipt of the Purchase Offer), South32 must duly execute the Purchase Offer and deliver it in accordance with the terms of the Purchase Offer.
- (4) At the time of completing any sale of an Interest contemplated by this section 8.7, South32 must perform any act required by the Company

Articles to complete the sale of such Interest and deliver to the Third Party Offeror share certificates for the Shares which are to be sold by South32 to the Offeror against satisfaction in full of the price for such Interest in accordance with the terms of the Purchase Offer.

8.8 Tag Along Rights

- (1) If, at any time, MAI receives a bona fide third party offer from a Third Party Offeror to purchase all or any part of the Interest held by or on behalf of MAI, MAI must not accept such MAI Offer unless:
 - (a) the Third Party Offeror has offered to purchase from South32 all of the Interest held by or for the benefit of South32 that the Third Party Offeror is offering to purchase from MAI, for the same price and on the same terms and conditions as set out in the MAI Offer;
 - (b) MAI has delivered to South32 a copy of such MAI Offer and a notice in writing specifying that MAI is prepared to accept such MAI Offer; and
 - (c) if South32 elects to sell its Interest to the Third Party Offeror under section 8.8(2)(a), the Third Party Offeror has executed such agreements or documents reasonably acceptable to South32 to reflect South32's acceptance of the offer referred to in section 8.8(1)(a).
- (2) Following receipt by South32 of MAI's notice in section 8.8(1)(b), South32 may, within thirty (30) days from the date of its receipt of MAI's notice in section 8.8(1)(b), notify MAI in writing:
 - (a) that South32 is electing to sell its Interest to the Third Party Offeror at the same price and on the same terms and conditions set out in the MAI Offer; or
 - (b) that South32 is electing not to sell its Interest to the Third Party Offeror.
- (3) If South32 does not notify MAI in writing within the period of thirty (30) days set out in section 8.8(2) of the election by South32 to sell its Interest to the Third Party Offeror under section 8.8(2)(a), then South32 will be deemed to have elected not to sell its Interest to the Third Party Offeror.

8.9 Pre-Emptive Rights

- (1) Each Party acknowledges and agrees that this section 8.9 will apply where after receipt by MAI of an MAI Offer:
 - (a) MAI does not exercise the Drag Along Right pursuant to section 8.7; or

- (b) South32 does not elect to sell its Interest to the Third Party Offeror under section 8.8(2)(a).
- (2) A Shareholder (“**Offeror**”) desiring to assign any or all of its Shares must give written notice to the Company and the other Shareholder (“**Assignment Notice**”) specifying the number of its Shares that it desires to assign (“**Offered Shares**”), the price in Canadian dollars for the Offered Shares, and the terms and conditions (including of payment) upon which the Offeror is prepared to assign the Offered Shares. The Assignment Notice must also state whether the Offeror has received an offer to purchase (“**Third Party Offer**”) the Offered Shares, or any of them, from, or proposes to sell the Offered Shares, or any of them, to, any person who is not a Shareholder and, if so, the name and address of that person and the price and terms in the Third Party Offer must be specified in the Assignment Notice. The Assignment Notice will constitute an offer by the Offeror to the other Shareholders to sell the Offered Shares to the other Shareholders and will not be revocable.
- (3) Within thirty (30) days from the date on which a Shareholder received the Assignment Notice in accordance with section 8.9(1), the Shareholder may, by notice to the Offeror and the Company specify whether it is willing to purchase the Offered Shares and, if so, the maximum number it is willing to purchase.
- (4) Upon the Company’s receipt of an acceptance to purchase the Offered Shares, a binding contract of purchase and sale between the Offeror and the Shareholder who transmitted such acceptance (“**Accepting Shareholder**”) will be deemed to come into existence on the terms set out in this section 8.9 and the Assignment Notice, which contract must be completed within thirty (30) days after the date on which the Accepting Shareholder has secured (on terms and conditions satisfactory to it) any necessary consents or approvals of any Governmental Authority to the assignment of the Offered Shares and all waiting periods which applicable Law requires the Offeror or the Accepting Shareholder (or both, as the case may be) to observe have expired. Notwithstanding the foregoing and in any event, the assignment of the Offered Shares to the Accepting Shareholder must be completed within three (3) months after notice of such acceptance is delivered to the Company and the Offeror.
- (5) Prior to or concurrent with completion of the assignment of the Offered Shares:
- (a) the Offeror and the Accepting Shareholder must each vote the Shares held by them to pass all required resolutions for the authorization and approval of the assignment and transfer of the Offered Shares by the Offeror to the Accepting Shareholder;

- (b) take and cause the Company to take all corporate (including action by the board and shareholders of the Company) and legal action necessary to permit the assignment and transfer of the Offered Shares by the Offeror to the Accepting Shareholder including in accordance with the Charter Documents of the Company and applicable Law; and
 - (c) record the assignment and transfer of the Offered Shares on the share ledger or register of members (as applicable) of the Company.
- (6) Upon payment of the price for the Offered Shares, the Offeror will be bound to transfer the Offered Shares to the Accepting Shareholder and if the Offeror fails to do so the Company must cause the name of the Accepting Shareholder to be entered share ledger or register of members (as applicable) of the Company as the holder of the Offered Shares and must cancel the share certificates previously issued to the Offeror representing the Offered Shares whether they have been produced to the Company or not.
- (7) The Offeror may for a period of ninety (90) days after the expiration of the thirty (30) day period provided for in section 8.9(3) assign to any person the Offered Shares not purchased by other Shareholder under sections 8.9(1) to 8.9(6) (inclusive) as long as:
 - (a) the Offeror must sell the Offered Shares for cash at completion of any assignment of the Offered Shares, free and clear of Encumbrances, and on terms which are substantially similar to those specified in the Assignment Notice; and
 - (b) if the Offeror has not transferred the Offered Shares or any of them within the ninety (90) day period, then the provisions of this section 8.9 will again become applicable to all of the Offered Shares not disposed of within the ninety (90) day period.
- (8) Sections 8.9(1) to 8.9(7) (inclusive) will not apply:
 - (a) if, before the proposed assignment of Shares is made, the other Shareholder waive its rights to receive the Assignment Notice; or
 - (b) to an assignment by a Shareholder of all of its Interest to an Affiliate as long as:
 - (i) before or concurrently with such assignment, the Affiliate executes and delivers to the other Shareholder and the Company an agreement or instrument in a form as the other Shareholder may reasonably require, by which the Affiliate agrees to be bound by and to perform and observe all of the terms and conditions set out in sections 8.5 to 8.8 and

specifying an address for service, including the address and email address for the Affiliate; and

- (ii) if at any time after such assignment such assignee ceases to be an Affiliate of such Shareholder, then such assignee must promptly assign all of its Interest back to such Shareholder.

9. FORCE MAJEURE

9.1 Notice of Force Majeure

Subject to section 9.4, a Party will not be liable for any delay or failure to perform any of its obligations under this Agreement (other than an obligation of indemnification or to pay money) if as soon as possible after the beginning of the Force Majeure affecting the ability of the Party to perform any of its obligations under this Agreement, it gives a notice to each other Party that complies with section 9.2.

9.2 Force Majeure notice

A notice given under section 9.1 must:

- (1) specify the obligations the Party cannot perform;
- (2) fully describe the Force Majeure;
- (3) estimate the time during which the Force Majeure will continue; and
- (4) specify the measures proposed to be adopted to remedy or abate the Force Majeure.

9.3 Obligation to remedy and mitigate

- (1) The Party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must:
 - (a) remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible;
 - (b) take all action reasonably practicable (but without any obligation to make any monetary payment) to mitigate any liability suffered by any other Party as a result of its failure to carry out its obligations under this Agreement; and
 - (c) inform each other Party in writing every thirty (30) days (or any other period agreed in writing by the Parties) after the date of notification of the Force Majeure pursuant to section 9.2 of the ongoing effect of, and the steps taken to remove the effects of, the Force Majeure.

- (2) Notwithstanding section 9.3(1), nothing in this section 9.3 will require the Party that is prevented from performing its obligations under this Agreement as a result of Force Majeure to resolve or compromise any labour or industrial dispute or to question or to test the validity of any Law or to perform its obligations under this Agreement if Force Majeure renders performance impossible.

9.4 Effect of Force Majeure on Time and Payment

- (1) In the event of Force Majeure, any time period provided for in this Agreement will be extended by a period equivalent to the period of delay caused by the event of Force Majeure or such longer period as is reasonable in the circumstances.
- (2) If at any time before the exercise of the Earn-In Right by South32 Force Majeure arises, then from the date the Force Majeure arises until the Force Majeure is remedied or abates South32 will not be obliged to contribute the relevant Tranche or part of it, as the case may be. Notwithstanding the foregoing, during the period of Force Majeure South32 must contribute such Qualifying Expenditure as is necessary to pay any maintenance, rental, holding fee, or other payment required to maintain the Property in good standing.
- (3) If the Force Majeure is subsequently remedied or abates then, subject to section 9.4(1), South32 must contribute the relevant Tranche or part of it, as the case may be that, but for the Force Majeure, South32 would have been required to contribute during the period of Force Majeure.

10. CONFIDENTIAL INFORMATION

10.1 Confidentiality

The Parties agree that this Agreement (including any drafts of it), all information (whether in tangible or electronic form) exchanged between the Parties or their Affiliates under this Agreement and all information concerning or relating to the Property or the Operations of which it becomes aware (“**Confidential Information**”) is confidential and must be kept confidential and must not be disclosed to any person at any time or in any manner except:

- (1) to another Party;
- (2) with the prior written consent of each other Party;
- (3) disclosure of Confidential Information by a Party to its Affiliates;
- (4) to the extent that the Confidential Information was publicly available at the Effective Date or becomes publicly available subsequent to the Effective Date without breach of this Agreement;
- (5) as may be necessary in seeking approval of any Governmental Authority;

- (a) in seeking to maintain the Property or acquire additional Mineral Rights or Other Rights; or
 - (b) to perform the Operations;
- (6) by a Party to legal, financial and other professional or technical advisers, auditors and other consultants, officers and employees of:
- (a) that Party; or
 - (b) that Party's Affiliates,
- in any case requiring the information for the purposes of this Agreement (or any transactions contemplated by this Agreement), or for the purpose of advising that Party in relation to this Agreement;
- (7) to the extent required by Law or by a lawful requirement of any Governmental Authority or stock exchange having jurisdiction over a Party or its Affiliates (and the Parties expressly acknowledge that this Agreement may be required to be filed under Minsud's SEDAR profile at www.sedar.com, subject to such redactions permitted under such Law or lawful requirements as a Party may require);
- (8) if required in connection with legal proceedings or arbitration relating to this Agreement or for the purpose of advising a Party in relation to legal proceedings or arbitration;
- (9) to any bona fide enquirer contemplating purchase of an interest of a Party under this Agreement under section 8 as long as the enquirer has first entered into an agreement in favour of the Parties to preserve confidentiality of information disclosed in a manner at least as onerous on the enquirer as this section 10.1 is onerous on the Parties;
- (10) to a banker or other financial institution considering the provision of or, which has provided financial accommodation to, a Party or an Affiliate of a Party or to a trustee, representative or agent of that banker or financial institution; or
- (11) to a stock exchange (including any regulator or securities commission having jurisdiction over a stock exchange) or similar public market for trading shares upon which securities of a Party or of an Affiliate of a Party are quoted after the reasonable prior consultation, if practicable, with the other Party taking place as to the nature and form of the disclosure (which does not imply that the consent or approval, of the other Party must or need be obtained). Notwithstanding the foregoing, any disclosure must be to the standards required by the applicable stock exchange, regulator, securities commission or applicable Law.

10.2 Public Announcements

- (1) Any initial public announcement of the transaction the subject of this Agreement will be in the form agreed between the Parties prior to the Effective Date.
- (2) Subject to section 10.2(1), a Party may not make any public announcement in relation to this Agreement or any matter arising under this Agreement unless:
 - (a) the wording of the announcement is agreed between the Parties, such agreement not to be unreasonably withheld; or
 - (b) the announcement is otherwise permitted under section 10.2(3).
- (3) A Party is entitled to make announcements with respect to matters relating to this Agreement only to the extent necessary to comply with the listing rules of an applicable stock exchange on which its shares (or that of its Affiliate) are listed or the requirements of a regulator, securities commission or Law. The Party proposing to make such an announcement will endeavour to give the other Party as much notice as is possible (and in any event will endeavour to give at least 24 hours' notice) of its intention to make the announcement, and will take into account the reasonable requests of the other Party in relation to the wording of the announcement.

10.3 Effect of Disclosure

Any consent of a Party given to another Party to disclose Confidential Information or to make a public announcement will not be considered an approval or certification of the consenting Party:

- (1) as to the accuracy of any information contained in that Confidential Information or public announcement; or
- (2) that the Confidential Information or public announcement complies with applicable Law or the rules, policies, by-laws and disclosure standards of any Governmental Authority, stock exchange, regulator or securities commission.

11. AREA OF INTEREST

11.1 AOI Property

Each Party and its Affiliates must not stake, secure, procure or otherwise acquire (either directly or indirectly) any AOI Property during the term of this Agreement without the prior written consent of each other Party. The Parties agree that if an opportunity arises to stake, secure, procure or otherwise acquire (either directly or indirectly) an AOI Property during the term of this Agreement, the Parties will, each acting reasonably, candidly discuss the advantages and disadvantages of

staking, securing, procuring or otherwise acquiring (either directly or indirectly) such AOI Property.

12. TERMINATION AND REMEDIES

12.1 Events of Default

A Party ("**Non-Defaulting Party**") may terminate this Agreement by notice in writing to the other Parties if:

- (1) a Party ("**Defaulting Party**") commits a breach of any provision of this Agreement and:
 - (a) the breach is incapable of remedy; or
 - (b) the breach is capable of remedy and:
 - (i) the Non-Defaulting Party has given notice to the Defaulting Party specifying the breach and requesting that it be remedied; and
 - (ii) the Defaulting Party has failed to remedy that breach or has failed to take reasonable steps to commence rectifying that breach (or overcome its effects) within thirty (30) days of receiving that notice;
- (2) any one of the following occurs in relation to a Party ("**Insolvent Party**"):
 - (a) the Insolvent Party becomes, or informs the other Party, creditors of the Insolvent Party generally or any particular creditor of the Insolvent Party that it is, insolvent or unable to pay its debts as and when they fall due;
 - (b) a liquidator or provisional liquidator is appointed in respect of the Insolvent Party;
 - (c) a receiver or receiver and manager or an analogous person is appointed to the Insolvent Party or any of its property;
 - (d) the Insolvent Party has a mortgagee who is entitled to and who is seeking to exercise a right of possession or control over the whole or a material part of its property;
 - (e) the Insolvent Party enters into, or calls a meeting of its members or creditors with a view to entering into, a composition, compromise or arrangement with, or an assignment for the benefit of its creditors generally, or a court orders that a proposed composition, compromise or arrangement between the Insolvent Party and its creditors generally or any class of its creditors be entered into, other than for the purpose of reconstruction or amalgamation;

- (f) the Insolvent Party has any execution, writ of execution, mareva or standstill injunction or similar order, attachment or other process made, levied or issued against it or in relation to any of its assets which has material adverse effect on the Party's business, assets or financial condition or its ability to perform its obligations under this Agreement;
 - (g) any application is made or other process commenced (not being an application or process withdrawn, discontinued or dismissed within thirty (30) days of being filed) seeking an order for the appointment of a provisional liquidator or a liquidator to the Insolvent Party;
 - (h) the Insolvent Party is declared bankrupt or has filed for some form of protection from its creditors under applicable Law relating to or governing bankruptcy;
 - (i) there is a resolution of members, or an order of a court, to place in liquidation or bankruptcy or wind up the Insolvent Party; or
 - (j) an event happens analogous to an event specified in sections 12.1(2)(a) to 12.1(2)(i) to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if the law of Canada applied; or
- (3) except as expressly permitted or contemplated by this Agreement, a change of Control occurs in relation to the Company and the original Control position is not restored with fourteen (14) days of the occurrence of the change of Control.

12.2 Other Rights

Notwithstanding any other provision of this Agreement to the contrary, upon written notice to the Minsud Parties (including the Operator), if South32 determines (acting reasonably) that any Minsud Party, including the Operator (if the Operator is a Minsud Party), has engaged or will engage in Bribery contrary to the undertakings set out in sections 15.18(1)(a) or 15.18(1)(b) (or both, as the case may be), then South32 may, to the extent permissible, exercise one or more of the following rights (without any liability whatsoever whether under this Agreement or otherwise):

- (1) suspend all payments or further payments (as the case may be) to be made by it under this Agreement until the Minsud Parties demonstrate that the breach has been remedied or is capable of remedy (in either case to South32's satisfaction);
- (2) terminate this Agreement subject to and in accordance with section 12.1; or

- (3) become the Operator subject to and in accordance with section 7.2.

12.3 Consequences of Termination

Termination of this Agreement under this section 12 or pursuant to another provision of this Agreement will not derogate from, affect or prejudice any rights or remedies of a Party whether arising under this Agreement or at Law that have accrued prior to the date of, or arise as a consequence of, termination.

12.4 Interpretation and Other Matters

Notwithstanding anything in this section 12 to the contrary, during the Earn-In Period:

- (1) if a Minsud Party is a Defaulting Party then no other Minsud Party may exercise any rights or remedies of a Non-Defaulting Party under this section 12 or at Law; or
- (2) if a Minsud Party is an Insolvent Party then no other Minsud Party may exercise any rights or remedies of a Party under section 12 or at Law.

13. DISPUTES AND ARBITRATION

13.1 Disputes

If there is any Dispute between the Parties concerning or arising out of or in relation to this Agreement, whether before or after the expiration of this Agreement (including any Dispute as to whether any issue or matter is arbitrable), then a Party may give to each other Party a notice ("**Dispute Notice**") specifying the Dispute and requiring its resolution under this section 13. All Disputes must be resolved solely in accordance with this section 13.

13.2 Dispute Representatives to Seek Resolution

- (1) If the Dispute is not resolved within fourteen (14) days after a Dispute Notice is given by a Party to each other Party, each Party must nominate one (1) representative from its senior management to resolve the Dispute (each, a "**Dispute Representative**"), who must negotiate in good faith using their respective commercially reasonable efforts to attain a resolution of the Dispute.
- (2) If the Dispute is not resolved within fourteen (14) days of the Dispute being referred to the respective Dispute Representatives or a Party fails to nominate a Dispute Representative, then any Party may submit the Dispute to arbitration in accordance with section 13.3.

13.3 Arbitration

- (1) Any Dispute which has not been resolved under section 13.2 must be referred to and finally resolved by arbitration under the then current domestic commercial arbitration rules of the BCICAC (“**Rules**”).
- (2) The Parties agree that:
 - (a) the seat, or legal place of arbitration, will be Vancouver, British Columbia. The language used in the arbitral proceedings will be English;
 - (b) all arbitral proceedings will be private and confidential and may be attended only by the arbitrators, the Parties and their representatives, and witnesses to the extent they are testifying in the proceedings;
 - (c) subject to section 13.3(2)(d), any Dispute will be heard by a single arbitrator and the Parties must attempt to agree upon a qualified individual to serve as arbitrator. If the Parties are unable to so agree within thirty (30) days of the first attempt by the Parties to select the arbitrator, then a Party may request that the BCICAC select and appointed the arbitrator;
 - (d) if any Party’s claim or counterclaim equals or exceeds five million dollars (\$5,000,000), exclusive of interest or legal fees, then the Dispute must be heard and determined by three (3) arbitrators and in the event that three (3) arbitrators will hear the Dispute, each Party must, within thirty (30) days after commencement of the arbitration, select one (1) person to act as arbitrator. The two (2) arbitrators so selected must, within fourteen (14) days of their appointment, select a third arbitrator who will serve as the chairperson of the arbitral panel;
 - (e) if a Party fails to appoint an arbitrator as required under section 13.3(2)(d), or if the arbitrators selected by the Parties are unable or fail to agree upon a third arbitrator within fourteen (14) days of their appointment, then a Party may request that the BCICAC select and appoint that arbitrator;
 - (f) the arbitrator (or each of them as the case may be) must be independent of the Parties, a senior qualified and practising lawyer in Canada with expertise in the subject matter of the Dispute;
 - (g) if an arbitrator dies, resigns, refuses to act, or becomes incapable of performing his or her functions as an arbitrator, then the BCICAC may declare a vacancy on the panel and the vacancy must be filled by the method by which that arbitrator was originally appointed;

- (h) the arbitral panel may determine all questions of law and jurisdiction (including questions as to whether or not a Dispute is arbitrable) and all matters of procedure relating to the arbitration;
 - (i) arbitration will be the sole and exclusive forum for resolution of a Dispute and any award or determination of the arbitral panel will be final and binding upon the Parties in respect of all matters relating to the arbitration, the procedure, the conduct of the Parties during the proceedings and the final determination of the issues in the arbitration; and
 - (j) there will be no appeal from any award or determination of the arbitral panel to any court and judgment on any arbitral award may be entered in any court of competent jurisdiction.
- (3) If for any reason the BCICAC cannot or does not make the appointment or appointments required under the Rules or this section 13, either Party may apply to the Supreme Court of British Columbia to appoint the arbitrator or arbitrators, as the case may be.
 - (4) No arbitration proceeding may be commenced under this section 13 unless commenced within the time period permitted for actions by the applicable statute of limitations.
 - (5) All papers, notices or process pertaining to an arbitration under this Agreement may be served on a Party in accordance with section 14.
 - (6) The Parties must treat as Confidential Information, in accordance with the provisions of section 10, the existence of the arbitral proceedings; written notices, pleadings and correspondence in relation to the arbitration; reports, summaries, witness statements, memorials, briefs and other documents prepared in respect of the arbitration; contemporaneous or historical documents exchanged or produced for the purposes of the arbitration; and the contents of any award or ruling made in respect of the arbitration. Notwithstanding the foregoing, a Party may disclose such Confidential Information in judicial proceedings to enforce an award or ruling and as permitted under this section 13.

13.4 Inconsistency between Rules and Agreement

If there is a conflict between the provisions of this Agreement and the provisions of the Rules, then the provisions of this Agreement will prevail.

13.5 Effect of Arbitration

Nothing in this section 13 will prejudice the right of a Party to institute legal proceedings to seek urgent interlocutory or declaratory relief, including in the circumstances described in section 15.13. Subject to the foregoing, the

arbitration will be the sole and exclusive forum for resolution of a Dispute and the award will be final and binding.

13.6 Enforcement

The award rendered by an arbitral panel may be enforced by an order or judgment of any court having jurisdiction or an application may be made to such court for acceptance of the award and an order of enforcement, as the case may be.

13.7 Performance of Obligations During Dispute

During the existence of any Dispute, the Parties must continue to perform all of their obligations under this Agreement which are not the subject of the Dispute without prejudice to their position in respect of such Dispute, unless the Parties otherwise agree.

13.8 Consolidation of Arbitration

If a Party is or becomes involved in any arbitration proceeding with another Party and with any Affiliate of another Party, all such arbitrations may at such Party's discretion be consolidated or joined with the other arbitration or arbitrations such that all Disputes between the Parties and any Affiliates of the Parties, are resolved by a single arbitral panel.

14. NOTICE

14.1 Form of Notice

A notice, demand, approval, consent or other communication required, given or made under this Agreement ("**Notice**" or "**notice**") must be:

- (1) in writing; and
- (2) delivered by hand or by prepaid, registered or certified mail to the address or if sent electronically as an attachment to an email to the email or other internet address, specified in section 14.3.

14.2 Delivery

- (1) A Notice is effective:
 - (a) if delivered by hand, on the date it is delivered to the addressee;
 - (b) if sent electronically:
 - (i) at the time shown in the delivery confirmation report generated by the sender's email system; or
 - (ii) if the sender's email system does not generate a delivery confirmation report within twelve (12) hours of the time the

email is sent, unless the sender receives a return email notification that the email was not delivered, undeliverable or similar, at the time which is twelve (12) hours from the time the email was sent,

unless a later time is specified in the Notice.

- (2) A Notice received after 5 p.m. in the place of receipt is taken to be received on the next Business Day in the place of receipt.
- (3) A Party may, from time to time, notify the other Party in writing of any change to its details in section 14.3.
- (4) An email does not itself constitute a Notice but a Notice may be transmitted as an attachment to an email.

14.3 Address for Notice

- (1) Minsud's delivery address and electronic mail address are:
Minsud Resources Corp.
340 Richmond Street West
Toronto, Ontario
Canada M5V 1X2

Attention: Ramiro Massa / Paul Andersen
Email: rmassa@minsud.com / paul@fa.ca

- (2) MAI's delivery address and electronic mail address are:
c/o Minsud Resources Corp.
340 Richmond Street West
Toronto, Ontario
Canada M5V 1X2

Attention: Ramiro Massa / Paul Andersen
Email: rmassa@minsud.com / paul@fa.ca

- (3) the Company's delivery address, facsimile number and electronic mail address are:
Minera Sud Argentina S.A.
Esmeralda 684, Floor 15°
City of Buenos Aires
Argentina C1007ABF

Attention: Ramiro Massa
Email: rmassa@minsud.com

- (4) South32's delivery address and electronic mail address are:

South32 Aluminium (Holdings) Pty Ltd

Level 35, 108 St Georges Terrace
Perth, Western Australia
Australia 6000
Attention: Michael Falconer
Email: Michael.Falconer@south32.net
With a copy to:
Attention: Company Secretary
Email: Company.Secretary@south32.net

15. GENERAL

15.1 Parties

Where a Party comprises two or more persons, each of them is, to the extent permitted by Law, jointly and severally liable for the obligations and liabilities of that Party created by, arising under or in connection with this Agreement.

15.2 Relationship of Parties

The Parties agree and declare that this Agreement is not and must not be construed as constituting an association, corporation, mining partnership or any other kind of partnership and, except as expressly provided otherwise in this Agreement, nothing in this Agreement will be deemed to:

- (1) constitute a Party a partner, agent or legal representative of any other Party for any purpose whatsoever; or
- (2) create a fiduciary relationship between the Parties.

15.3 No Holding Out

No Party may, except as expressly permitted by this Agreement, directly or indirectly use or permit the use of the name of any other Party for any purpose related to the Property or this Agreement.

15.4 No Obligations

No term of this Agreement and no act or omission of South32 will oblige South32:

- (1) to exercise the Earn-In Right; or
- (2) to take any action, other than those actions expressly required by this Agreement.

15.5 Other Activities and Interests

- (1) The rights and obligations of the Parties under this Agreement are strictly limited to the Property and the AOI Property. Each Party may enter into, conduct and benefit from any business venture of any kind whatsoever, whether or not competitive with the activities undertaken under this

Agreement, without disclosing those activities to any other Party or inviting or allowing any other Party to participate in that business venture.

- (2) Except to the extent expressly provided otherwise in this Agreement and without limiting section 15.5(1), nothing in this Agreement will prevent or may be construed to prevent a Party from:
 - (a) acquiring any Mineral Right or interest in any Mineral Right outside of the Property or the Area of Interest;
 - (b) acquiring any Mineral Right or interest in any Mineral Right within the Property or in the Area of Interest that has been abandoned or surrendered in accordance with this Agreement; or
 - (c) using, for any reason not related to the Property, any geological, geophysical, geochemical, metallurgical or operational concept, model or principle of any kind,

and each Party will be free to so acquire and use with no obligation whatsoever to any other Party.

15.6 Entire Agreement

This Agreement, the Disclosure Letter and the Year 1 Approved Program:

- (1) is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

15.7 Amendment and variation

This Agreement may not be amended, modified, varied or supplemented except in writing signed by the Parties.

15.8 Consents or Approvals

Except where expressly specified otherwise in this Agreement, if the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a Party or is within the discretion of a Party, then the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the Party in its absolute discretion.

15.9 Waiver

The Parties agree that:

- (1) a Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right;

- (2) the exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right;
- (3) a waiver is not effective unless it is in writing; and
- (4) waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

15.10 Costs and outlays

Each Party must pay its own costs and expenses connected with the preparation, negotiation and execution of this Agreement including all legal, accounting and brokers or finders fees and disbursements relating to this Agreement. Under no circumstances will any Party's legal, accounting and brokers or finders fees and disbursements relating to this Agreement constitute Qualifying Expenditure for the purposes of this Agreement.

15.11 Manner of Payment

Any payment to be made to a Party may be made by electronic funds transfer of immediately available funds to that Party's bank as designated by that Party by notice from time to time. That bank will be deemed the agent of the designating Party for the purposes of receiving, collecting and receipting such payment.

15.12 Further Assurances

Each Party must promptly at its own cost do all things (including executing and if necessary delivering all documents) reasonably necessary or desirable to give full effect to this Agreement and the transactions contemplated by it.

15.13 Special Remedies

Each Party acknowledges and agrees that:

- (1) any breach by it of section 8 or section 10 would constitute an injury and cause damage to the other Party which is impossible to measure monetarily;
- (2) monetary damages alone would not be a sufficient remedy for a breach of section 8 or section 10;
- (3) in addition to any other remedy which may be available in law or equity, a Party is entitled to interim, interlocutory and permanent injunctions or any of them to prevent breach of section 8 or section 10 and to compel specific performance of any one or more of those sections; and
- (4) any Party intending to breach or which breaches section 8 or section 10 hereby waives any defence it may have at law, in equity or under statute to such injunctive or equitable relief.

15.14 Survival

- (1) If South32 exercises the Earn-In Right or this Agreement is terminated in accordance with section 12.1 then sections 3.3, 3.4, 3.5, 3.6, 3.7, 4.11, 6.3(4), 7.6(1)(j), 8.5 to 8.9 (inclusive), 10, 12.3, 13 and 15.15 and all rights accrued prior to completion, termination, or expiration of this Agreement will not merge on completion, termination, or expiration of this Agreement, but will continue in full force and effect after any termination or expiration of this Agreement as will any other provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or expiration of this Agreement.
- (2) If this Agreement is terminated in accordance with section 5.2(1), section 5.2(2), section 5.2(3), section 5.2(4), section 5.2(5) or section 5.9 (as the case may be) then all limitations of liability and sections 3.7, 4.11, 5.11, 6.3(4), 7.6(1)(j), 8.5 to 8.9 (inclusive), 10, 12.3, 13 and 15.15 and all rights accrued prior to termination of this Agreement will not merge on termination but will continue in full force and effect after any termination of this Agreement notwithstanding the coming into operation of any Release Provision.

15.15 Governing Law

- (1) Except for matters of title to the Property or its assignment or transfer, which will be governed by the law of its situs, this Agreement is solely governed by the law in force in British Columbia and the laws of Canada applicable in British Columbia without giving effect to the conflict of laws principles in British Columbia and without reference to the laws of any other jurisdiction.
- (2) Subject to section 13, each Party:
 - (a) irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of the courts exercising jurisdiction in British Columbia, and any court that may hear appeals from any of those courts, for any proceeding in connection with this Agreement, subject to the right to enforce a judgement obtained in any of those courts in any other jurisdiction; and
 - (b) irrevocably waives any objection to the venue of any legal process commenced in the courts of British Columbia on any basis including that the process has been brought in an inconvenient forum.

15.16 Violation of Law of another Jurisdiction

If this Agreement is intended to be performed in more than one jurisdiction, and its performance would be a violation of the applicable law of a jurisdiction where it is intended to be performed, then this Agreement is binding in those jurisdictions in which it is valid and the Parties will use their reasonable efforts to

re-negotiate and amend this Agreement so that its performance does not involve a violation of the applicable law of the jurisdiction where its performance would be a violation.

15.17 Language

- (1) At the request of the Parties this Agreement has been drafted in the English language. If required by applicable Law, this Agreement may be translated into Spanish but in the event of any inconsistency between the Spanish version of this Agreement and the English version of this Agreement, the English version will prevail and govern.
- (2) All the documents, notices, waivers and other communications given or made between the Parties in connection with this Agreement must be in the English language unless the Parties agree to the use of Spanish for any or all communications. In the event of a discrepancy between the English language version and the Spanish language translation of any document, notice, waiver or other communication, the English language version will prevail and govern.

15.18 Corrupt Practices

- (1) Each Party, including the Operator, represents, warrants and agrees that, in connection with this Agreement, the Mineral Rights comprising the Property, and its operation of the Assets and Property:
 - (a) neither it, nor any of its Affiliates nor its Personnel, directly or indirectly, has engaged (prior to entering into this Agreement), or will engage, in the Bribery of a Government Official or any person;
 - (b) it (including its Affiliates and Personnel) has complied with any Anti-corruption Laws and will comply with any Law related to Bribery that is applicable to any Party;
 - (c) except as disclosed to the other Party, neither it (including any of its Personnel) nor any other entity in which the Party has an ownership interest:
 - (i) is directly or indirectly owned or controlled, in whole or in part, by any Government Official unless the interest held is less than 5% of any securities of the Party that are publicly traded on a major stock exchange; and
 - (ii) has an officer, director, or employee who is, or currently expects to become, such a Government Official during the term of this Agreement;
 - (d) it must notify each other Party promptly, and in any event not less than seven (7) days, upon becoming aware that any officer,

director, employee or owner becomes, or expects to become, a Government Official in a position to take or influence official action for or against the Property or this Agreement;

- (e) if it engages a Subcontractor or other third party to interact with others on its behalf, it will perform appropriate risk based anti-corruption due diligence on that Subcontractor or third party, will keep records of the same, and take reasonable measures to ensure they comply with sections 15.18(1)(a), 15.18(1)(b) and 15.18(1)(c); and
 - (f) it will notify each other Party promptly upon becoming aware of any actual or potential breach of sections 15.18(1)(a), 15.18(1)(b), 15.18(1)(c) or 15.18(1)(d).
- (2) Each Party, including the Operator, represents, warrants and agrees that, in connection with this Agreement, it will:
- (a) keep and maintain accurate and reasonably detailed books and financial records of expenses and receipts in connection with its performance under, and payments made or received in connection with, this Agreement; and
 - (b) upon request, as soon as reasonably practicable but no later than seven (7) days, provide any information and reasonable assistance to the other Party to audit any books and financial records to verify compliance with the representations, warranties and undertakings under this Agreement, and otherwise reasonably co-operate with any Party investigation of any related matters.

15.19 Severability

- (1) If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.
- (2) Where a provision of this Agreement is prohibited or unenforceable, the Parties must negotiate in good faith to replace the invalid provision by a provision which is in accordance with the applicable Law and which must be as close as possible to the Parties' original intent and appropriate consequential amendments (if any) will be made to this Agreement.

15.20 Successors and Assigns

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

SCHEDULE 1 – PROPERTY DESCRIPTION

The Property consists of the Mineral Rights and the Other Rights described below.

Core Property:

Project	Present Status	Mineral Right name	Mineral Right File number
Chita	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD CHITA I	1124.0164-S-06
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD CHITA II	1124.0165-S-06
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD CHITA III	1124.0166-S-06
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD CHITA IV	1124.0167-S-06
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD CHITA V	1124.0374-S-07
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD CHITA VI	1124.0375-S-07
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD MABEL	305.076-R-88
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD ROMINA	305.079-R-88
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD LUCRECIA	305.866-R-88
	3rd update granted expires on October 11, 2019.	CHITA ENVIRONMENTAL FILE	1112.098-M-2007
Chita Norte	Mining Concession not granted yet. (" <i>Manifestación de descubrimiento pendiente de otorgamiento</i> ")	CHITA NORTE	Claim 414.502-I-04 / MD 1124.311-M-16
	Granted. Expired in February 22, 2018.	CHITA NORTE ENVIRONMENTAL FILE	1100.734-T-2013

Non-Core Property:

Project	Present Status	Mineral Right name	Mineral Right File number
Chita Sur	Claim registered but not yet granted. ("Cateo pendiente de otorgamiento")	CHITA SUR	Claim 414.503-I-04
Brechas Vacas Oeste	Claim registered but not yet granted. ("Cateo pendiente de otorgamiento")	BRECHAS VACAS OESTE	1124.390-M-13
Chita Este	Claim registered but not yet granted. ("Cateo pendiente de otorgamiento")	CHITA ESTE	1124.558-M-07
Alluvional rights ("Aluvión, Placer")	Registered within the "Catastro" but not granted.	MARIA	295.787-R-90
	Registered within the "Catastro" but not granted.	JUANA	295.788-R-90
	Registered within the "Catastro" but not granted.	DELICIA	295.789-R-90
	Registered within the "Catastro" but not granted.	LAURA	295.790-R-90
	Registered within the "Catastro" but not granted.	PATRICIA	295.791-R-90
	Registered within the "Catastro" but not granted.	ESTHER	295.792-R-90
	Registered within the "Catastro" but not granted.	YOLANDA	295.793-R-90
	Registered within the "Catastro" but not granted.	MARCELA	295.786-S-90
	Registered within the "Catastro" but not granted.	MIRTA	305.865-R-88

The Brechas Vacas Trust Property consists of the Mineral Rights described in the table below.

Core Property:

Project	Present Status	Mineral Right name	Mineral Right File number
Brechas Vacas	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD LUIS	545.798-B-94
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD LUIS I	545.799-B-94
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD LUIS IV	1124.252-M-09
	4 th update granted. Expires on February 27, 2020.	BRECHAS VACAS ENVIRONMENTAL FILE	414.836-B-2005

The Minas de Pinto Trust Property consists of the Mineral Rights described in the table below.

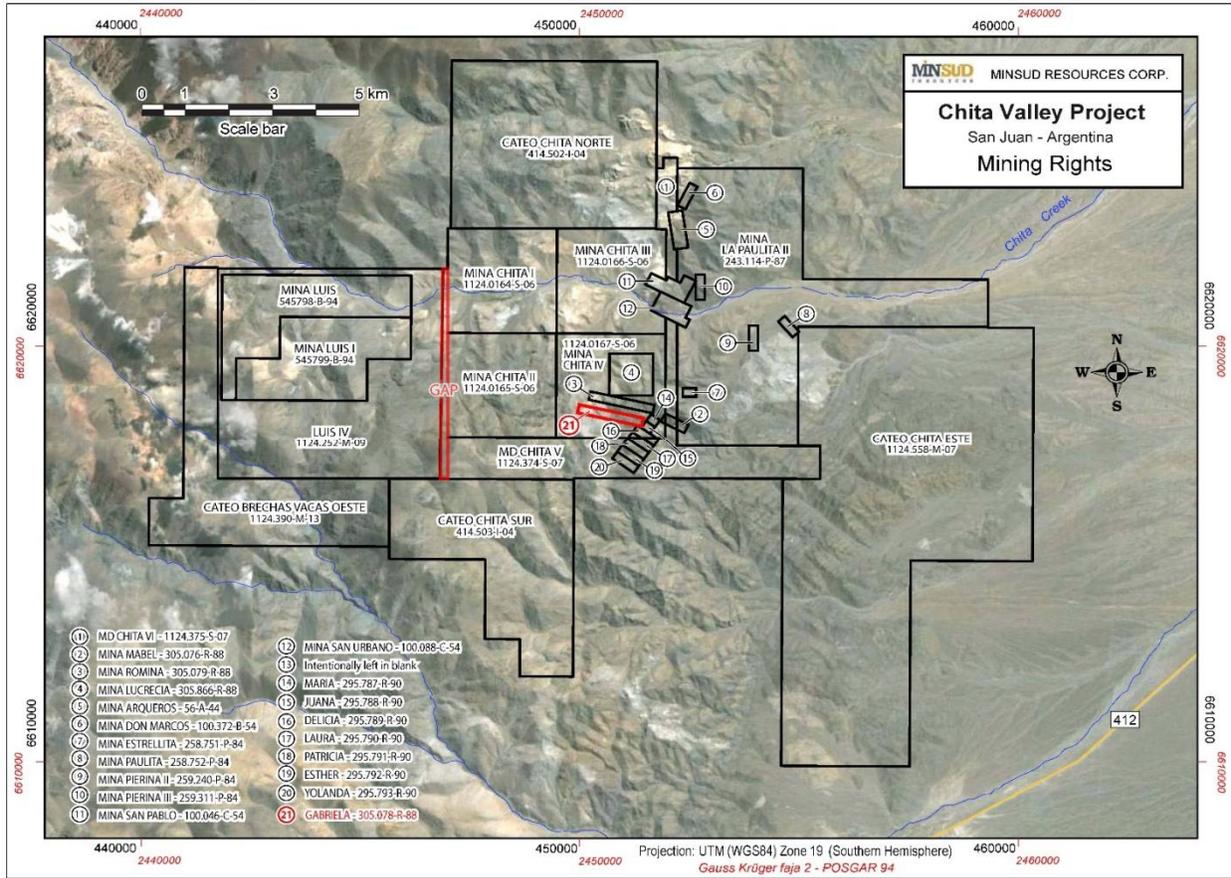
Core Property:

Project	Present Status	Mineral Right name	Mineral Right File number
Minas De Pinto	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD LA PAULITA II	243.114-P-87
	PASMA measured. (" <i>Mina mensurada en el plan PASMA - PROGRAMA DE ASISTENCIA AL SECTOR MINERO ARGENTINO</i> ")	MD SAN PABLO	100.046-C-54 / 5350-S-60
	PASMA measured. (" <i>Mina mensurada en el plan PASMA - PROGRAMA DE ASISTENCIA AL SECTOR MINERO ARGENTINO</i> ")	MD SAN URBANO	100.088-C-54 / 5349-S-60
	PASMA measured. (" <i>Mina mensurada en el plan PASMA - PROGRAMA DE ASISTENCIA AL SECTOR MINERO ARGENTINO</i> ")	MD ARQUEROS	56-A-44
	PASMA measured. (" <i>Mina mensurada en el plan PASMA - PROGRAMA DE ASISTENCIA AL SECTOR MINERO ARGENTINO</i> ")	MD DON MARCOS	100.372-B-54
	Mining Concession measured (No PASMA). (" <i>Mina mensurada</i> ", no PASMA). This " <i>mensura</i> " has not been approved.	MD LA ESTRELLITA	258.751-P-84
	Mining Concession measured (No PASMA). (" <i>Mina mensurada</i> ", no PASMA).	MD PIERINA II	259.240-P-84
	Mining Concession (" <i>Manifestación de descubrimiento</i> ")	MD LA PAULITA	258.752-P-84
	Mining Concession measured (No PASMA). (" <i>Mina mensurada</i> ", no PASMA).	MD PIERINA III	259.311-P-84
	3rd update granted. Expires on February 16, 2020.	MINAS DE PINTO ENVIRONMENTAL FILE	1112.073-S-06

[Redacted]

Mineral Rights location

This map shows the “Catastro” overlapped on physiographic capture for convenience and reference only.



La Rosita Project

The La Rosita Project consists of the Mineral Rights described in the table below:

Project	Present Status	Mineral Right name	Mineral Right File number
La Rosita	Mining Concession ("Manifestación de descubrimiento"), measured	ALFA II	424.173-MSA-2010
	Mining Concession ("Manifestación de descubrimiento"), not measured	ALFA III	429.541-MSA-2009
	Second Actualization Expired on May 18, 2019	LA ROSITA ENVIRONMENTAL FILE	426.125/MSA/2011

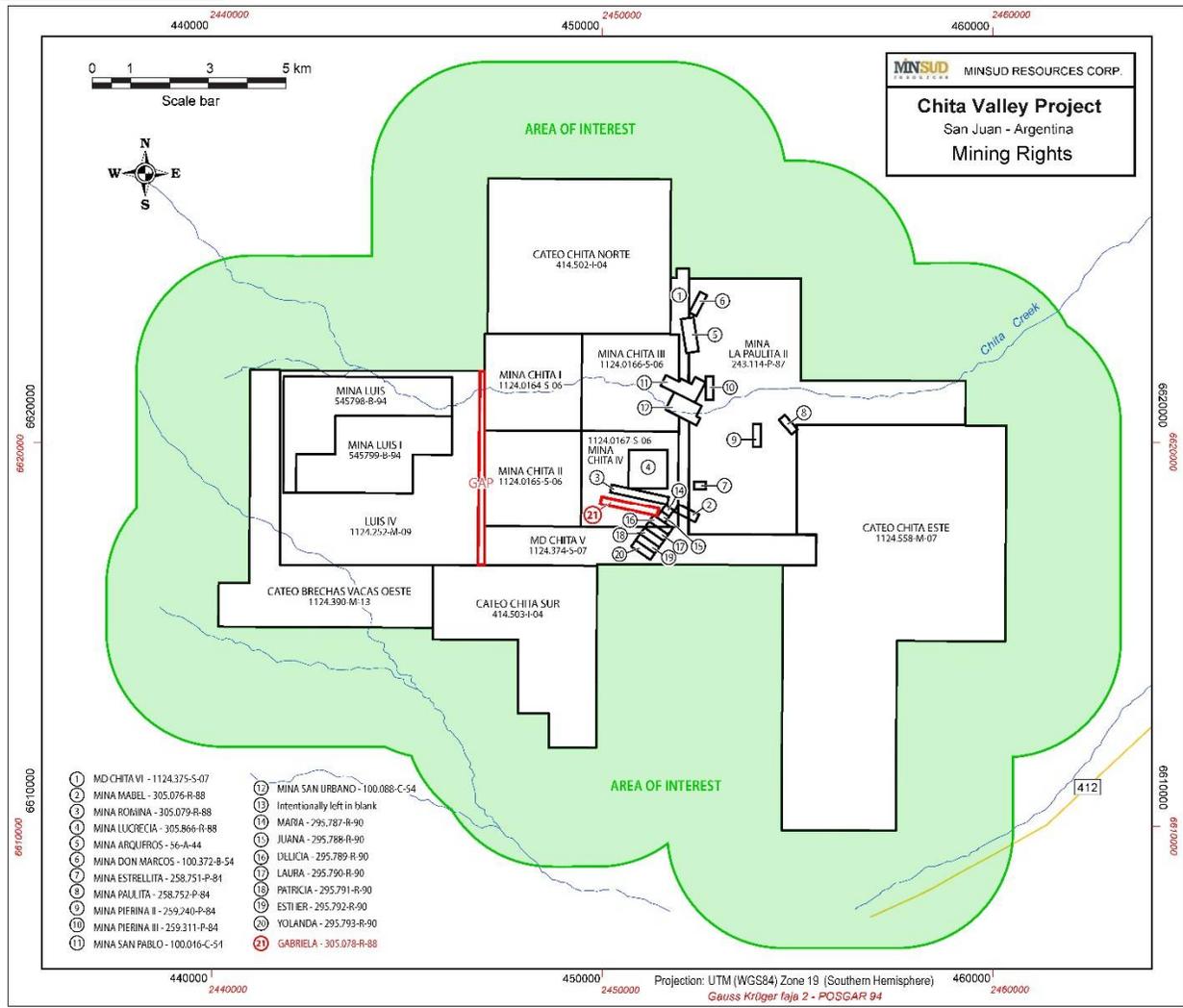
Chubut Project

The Chubut Project consists of Mineral Rights described in the tables below:

Project	Present Status	Mineral Right name	Mineral Right File number
El Carrizal	Claim	CATEO CARLOS II	15.279/07
	Claim	CATEO CARLOS III	15.288/07
	Claim	CATEO CARLOS IV	15.289/07
	Mining Concession ("Manifestación de descubrimiento")	EL CARRIZAL	15.542/09
	Mining Concession ("Manifestación de descubrimiento")	EL CARRIZAL II	15.934/11
	Mining Concession ("Manifestación de descubrimiento")	EL CARRIZAL III	15.983/11

Project	Present Status	Mineral Right name	Mineral Right File number
Putrachoique	Mining Concession ("Manifestación de descubrimiento")	PUTRACHOIQUE IV	13.571/00
	Claim	# CATEO VÍCTOR I	14.163/03
	Claim	CATEO VÍCTOR III	14.627/05
	Mining Concession ("Manifestación de descubrimiento")	LA MEDIA LUNA	14.836/06
	Mining Concession ("Manifestación de descubrimiento")	LA MEDIA LUNA II	14.956/06
	Mining Concession ("Manifestación de descubrimiento")	# PUTRACHOIQUE NORTE	15.166/07

Area of Interest



Other Rights

- Access easement and stay (“*Servidumbre de Camino y ocupacion*”) granted under Resolution No. 329 dated November 16th, 2016 (Mineral Rights File No.1124169-S-2009) issued by the “*Honorable Consejo de Minería*” of the Ministry of Mines of San Juan Province.
- Rights under the Access Agreement (which is an Existing Agreement).
- Access easement (“*Servidumbre de Camino*”) granted under Resolution No. 361 dated December 30, 2008 (Mineral Rights File No.11240195-M-2006) issued by the *Honorable Consejo de Minería* of the Ministry of Mines of San Juan Province.

[Redacted]

SCHEDULE 3 – SHAREHOLDERS' AGREEMENT

**SHAREHOLDERS' AGREEMENT
OF
MINERA SUD ARGENTINA S.A.
EFFECTIVE AS OF [●]**

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
1.1	Definitions	1
1.2	Interpretation	17
2.	REPRESENTATIONS AND WARRANTIES	18
2.1	Representations and Warranties of Shareholders	18
2.2	No Other Representations and Warranties	18
3.	COMPANY AND ASSETS	19
3.1	General	19
3.2	Title to Assets	19
3.3	Registered Office	19
3.4	Notation in Shareholder Register and Share Certificates	19
4.	OPERATION OF AGREEMENT	19
4.1	Inconsistency between Agreement and Articles	19
4.2	Director Acting in Compliance with this Agreement	19
4.3	Agreement provision may be included in the Articles	20
4.4	Shareholders to observe and implement Agreement	20
4.5	Company to observe and implement Agreement	21
5.	ORGANIZATION, BUSINESS AND CONDUCT OF BUSINESS	21
5.1	Organization	21
5.2	Corporate Purpose and Business	21
5.3	Scope of Company Business	21
5.4	Conduct by Company of Business	21
5.5	Capital of the Company	22
5.6	Determining Percentage Interests	22
6.	CORPORATE OPPORTUNITY AND RELATIONSHIP OF THE SHAREHOLDERS	23
6.1	Corporate and Other Business Opportunities	23
6.2	Implied Covenants	23
6.3	Relationship of the Shareholders	23
6.4	No Holding Out	24
7.	SHAREHOLDERS’ ACTION AND PERCENTAGE INTERESTS	24
7.1	Shareholders’ Meetings	24
7.2	Changes in Percentage Interests	26
7.3	Additional Cash Contributions	26
7.4	Voluntary Reduction in Percentage Interest	26
7.5	Default in Making Contributions	27
7.6	Adjustments to Shareholding Percentage and Loans	28
7.7	Elimination of Minority Interest; Royalty	29
8.	BOARD	29
8.1	Authority of Board of Directors	29
8.2	Directors	30
8.3	Chair and Secretary of the Board	31
8.4	Board Meetings	31
8.5	Voting	32
8.6	Delegation	32
8.7	Initial Board Resolutions	33
8.8	Relevant Transactions	33
8.9	Disqualification	34
9.	PROGRAMS AND BUDGETS	34
9.1	Programs & Budgets for Financial Year	34
9.2	Election to Participate	35
9.3	Operations Pursuant to Programs and Budgets	35

9.4	Budget Overruns	35
9.5	Emergency or Unexpected Expenditures	35
10.	FUNDING BY SOUTH32	35
10.1	Application of Section 10	35
10.2	Pre-Feasibility Study	36
10.3	South32 Option	37
10.4	Exercise of South32 Option	38
10.5	Completion	38
10.6	Obligations of the Company and MAI Prior to Completion	38
10.7	South32 Option Price and Documents to be Delivered by South32	39
10.8	Documents to be Delivered by the Company and MAI	39
10.9	Certification of Completion	40
10.10	MAI Transferred Shares	40
10.11	Non-Exercise of South32 Option and MAI Termination Shares	40
10.12	Contributions by Shareholders	42
10.13	Bankable Feasibility Study	43
10.14	South32 BFS Option	44
10.15	Reduction of South32 BFS Option	44
10.16	Exercise of South32 BFS Option	45
10.17	Completion	45
10.18	Obligations of the Company and MAI Prior to Completion	45
10.19	Obligations of South32 Prior to Completion	46
10.20	Documents to be Delivered by the Company and MAI	46
10.21	Certification of Completion	47
10.22	Contributions by Shareholders	47
10.23	Completion of Bankable Feasibility Study and Funding	50
11.	FUNDING OF COMPANY	51
11.1	Funding	51
11.2	Financing of Approved Programs and Approved Budgets	51
11.3	Called Sums	51
11.4	Failure to Contribute Called Sums	51
12.	FINANCIAL INFORMATION AND ACCOUNTING REQUIREMENTS	52
12.1	Financial Information	52
12.2	Accounting principles	52
12.3	Access to Financial Information	52
12.4	Distribution Policy	53
13.	TERM AND TERMINATION	53
13.1	Former Shareholder not bound	53
13.2	Effective Date and Term	53
13.3	Termination not to affect certain provisions	53
13.4	Winding Up of Company	53
13.5	Right to Data After Termination	54
14.	AREA OF INTEREST	54
14.1	Disclosure of AOI Property	54
14.2	Election of Non-Acquiring Shareholder	54
14.3	Option Not Exercised	54
14.4	Former Shareholders	54
15.	ABANDONMENT AND SURRENDER OF PROPERTY	55
15.1	Surrender or Abandonment	55
15.2	Reacquisition	55
16.	TRANSFER OF INTEREST	56
16.1	General	56
16.2	Limitations on Free Transferability of Interest	56

16.3	Acquisition Right	56
16.4	Exceptions to Acquisition Right	58
16.5	Encumbrance of Shares	58
16.6	Conditions of Transfer	59
16.7	Costs and Expenses	59
16.8	Change in Control of a Shareholder	59
16.9	Determination of Fair Market Value.	61
16.10	Non-Compete Covenants	61
16.11	Compulsory Acquisition Option on Insolvency	61
17.	ADDITIONAL MAI TRANSFER RIGHTS AND RELATED MATTERS	62
17.1	Application	62
17.2	Election of MAI	62
17.3	Rights of South32	62
17.4	Transfer by MAI and Pre-Emptive Rights of South32	63
17.5	Retrospective Dilution	63
17.6	Personal Right of MAI	64
18.	CONFIDENTIALITY	64
18.1	General	64
18.2	Public Announcements	65
18.3	Duration of Confidentiality	66
18.4	Canadian Disclosure Rules	66
19.	ANTI-CORRUPTION, INTERNAL CONTROLS AND COMPLIANCE POLICIES	66
19.1	Adequate anti-corruption policies and internal controls - Company	66
19.2	Representations and Covenants	67
20.	DISPUTES AND ARBITRATION	68
20.1	Disputes	68
20.2	Dispute Representatives to Seek Resolution	68
20.3	Arbitration	68
20.4	Inconsistency between Rules and Agreement	70
20.5	Effect of Arbitration	70
20.6	Enforcement	70
20.7	Performance of Obligations During Dispute	70
20.8	Consolidation of Arbitration	70
20.9	Independent Expert Determination	70
20.10	Appointment of Independent Expert	70
20.11	Instruction of Independent Expert and Procedures	72
20.12	Determination of Independent Expert	73
20.13	No Future Engagement of Expert	73
21.	NOTICE	74
21.1	Form of Notice	74
21.2	Delivery	74
21.3	Address for Notice	74
22.	GENERAL	75
22.1	Parties	75
22.2	Entire Agreement	75
22.3	No Third Party Beneficiaries	75
22.4	Legal Advice	75
22.5	Further Assurances	75
22.6	Amendment and variation	75
22.7	Consents or Approvals	76
22.8	Waiver	76
22.9	Survival	76
22.10	Governing Law	76

22.11	Language	77
22.12	Severability	77
22.13	Successors and Assigns	77
22.14	Counterparts	77
22.15	Execution – Authorized Officer to Sign	77

SCHEDULES

Schedule 1 - Property

Schedule 2 - Royalty Agreement

SHAREHOLDERS’ AGREEMENT

THIS SHAREHOLDERS’ AGREEMENT is made and entered into as of this [●] day of [●], [●] (“**Effective Date**”), by and among

MINSUD ARGENTINA INC. of <@> [NTD: address to be provided]

(“**MAI**”)

AND:

MINERA SUD ARGENTINA S.A. of <@> [NTD: address to be provided]

(“**Company**”)

AND:

SOUTH32 ALUMINIUM (HOLDINGS) PTY LTD of 108 St Georges Terrace,
Perth, Western Australia, Australia 6000

(“**South32**”)

INTRODUCTION

- A. Pursuant to an Earn-In Agreement made as of November 1, 2019, among Minsud Resources Corporation, MAI, the Company and South32 (“**Earn-In Agreement**”), South32 was granted the exclusive and irrevocable earn-in right to acquire an undivided fifty and one tenth percent (50.1%) right, title and ownership interest in the Company.
- B. South32 has exercised such right and acquired such interest in the Company, all upon and subject to the terms and conditions set out in the Earn-In Agreement.
- C. Pursuant to the Earn-In Agreement, South32 and MAI agreed, among other things, that upon the completion of the exercise of the earn-in right by South32, MAI and South32 would enter into a shareholders’ agreement for, among other things, the management and operation of the Company and, if warranted, further exploration, development and exploitation of the Property by and through the Company.
- D. This Agreement is the shareholders’ agreement described in Introduction C.

IN CONSIDERATION OF, among other things, the mutual promises contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise expressly requires, in this Agreement:

- (1) “**Abandonment Date**” has the meaning given in section 15.1;
- (2) “**Abandonment Property**” has the meaning given in section 15.1;
- (3) “**Abandonment Property Interest**” has the meaning given in section 15.2;
- (4) “**Acquiring Shareholder**” has the meaning given in section 14.1;
- (5) “**Affiliate**” means any person which directly or indirectly Controls, is Controlled by, or is under common Control with, a Shareholder;

- (6) **“Agreement”** or **“this Agreement”** means this document including any schedule or appendix to it;
- (7) **“AOI Property”** has the meaning given in section 14.1;
- (8) **“Anti-Corruption Law”** means any anti-corruption Law applicable to any Party (including any Affiliate) or this Agreement, and includes the *Criminal Code Act 1995* and other applicable Laws of Australia, *Canadian Corruption of Foreign Public Officials Act*, the *Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, the *Criminal Code of Canada*, Federal and applicable state law of the United States of America regarding corruption and the *U.S. Foreign Corrupt Practices Act*, and any applicable federal and provincial law of Argentina regarding Bribery or other corruption (including the Criminal Code of Argentina and Laws 24.759, 25.188, 25.319, 26.097, 27.275, Decrees 41/99, 102/99, 164/99, 862/01, 1172/03, 895/13, 1179/16, 201/17, and 202/17 of Argentina);
- (9) **“Approved Budget”** means a Budget approved by the Board in accordance with section 9.1;
- (10) **“Approved Program”** means a Program approved by the Board in accordance with section 9.1;
- (11) **“Area of Interest”** means the land included within three (3) kilometres of the outermost boundary of the Property, as more particularly depicted as the Area of Interest in Schedule 1;
- (12) **“ARS”** means Pesos, the legal currency of Argentina;
- (13) **“Articles”** means the bylaws and articles of incorporation of the Company, as amended from time to time in accordance with this Agreement and applicable Law;
- (14) **“Assets”** means the Property, Products, and all other real and personal property, tangible and intangible, held by or on behalf of the Company;
- (15) **“Audited Accounts”** mean the auditors' report and audited accounts (including a balance sheet, profit and loss statement and cash-flow statement) of the Company for the Financial Year ending on the relevant Financial Year End;
- (16) **“Auditors”** means such internationally recognised firm of chartered accountants as are appointed as the auditors of the Company by the Board, in accordance with applicable Law, from time to time;
- (17) **“Bankable Feasibility Study”** means a detailed report complying with National Instrument 43-101 and of a standard suitable to be submitted to a financial institution for the purposes of evaluating the financing of mining properties. The study must show the feasibility of placing any part of the Property into commercial production and will include a reasonable assessment of all relevant issues including the various categories of ore reserves and their amenability to metallurgical treatment or extraction processes, a complete description of the work, equipment and supplies required to bring the Property into commercial production and the estimated cost of doing so, a description of the mining methods to be employed and a financial appraisal of the proposed operations and including at least the following:
- (a) a description of that part of the Property to be covered by the proposed Mining Operation;
 - (b) the estimated recoverable reserves of Products and the estimated composition and content of those reserves;

- (c) the proposed plan and procedure for development, mining and production;
 - (d) processing and the results of ore amenability treatment tests (if any);
 - (e) the nature and extent of the facilities proposed to be acquired, which may include mill facilities if the size, extent and location of the ore body makes such mill facilities feasible, in which event the study will also include a design for the mill;
 - (f) infrastructure, transport and logistics;
 - (g) marketing analysis;
 - (h) the total costs, including capital budget, which are reasonably required to purchase, construct and install all structures, machinery and equipment required for the proposed Mining Operation, including a schedule of timing of such requirements;
 - (i) health, safety, environment, community and stakeholder analyses, including all environmental impact studies and costs of implementation;
 - (j) the period in which it is proposed the proposed Mining Operation will be brought to commercial production;
 - (k) other data and information as is reasonably necessary to substantiate the existence of an ore deposit of sufficient size and grade to justify development of a mine, taking into account all relevant business, tax and other economic considerations including a cost comparison between purchasing or leasing and renting of facilities and equipment required for the operation of the proposed Mining Operation;
 - (l) initial working capital or working capital requirements for any longer period as may be reasonably justified in the circumstances;
 - (m) risk management and analysis;
 - (n) analysis of the investment and whether the proposed Mining Operation is commercially viable; and
 - (o) a recommendation of whether or not the proposed Mining Operation should proceed;
- (18) **“Bankable Feasibility Study Approval Date”** means the first Business Day after the date on which the Board has approved the Bankable Feasibility Study and the Company and MAI have been given a notice by South32 pursuant to section 10.13(7) specifying that the South32 Board has approved the Bankable Feasibility Study;
- (19) **“BFS Approved Programs and Approved Budgets”** has the meaning given in section 10.13(2)(b);
- (20) **“BFS Funding”** has the meaning given in section 10.13(2)(c);
- (21) **“BFS Period”** has the meaning given in section 10.13(2)(a);
- (22) **“BFS Option Shares”** has the meaning given in section 10.14 and, where section 10.15(1) applies, means fifty percent (50%) of the BFS Option Shares;
- (23) **“BFS Option Share Certificates”** has the meaning given in section 10.18(5);

- (24) **“Board”** means the Directors or those of them who are present at a Board Meeting and eligible (in accordance with the terms of this Agreement and the Articles) to vote at that Board Meeting;
- (25) **“Board Meeting”** means a meeting of the Directors at which there is a quorum as required by this Agreement and the Articles;
- (26) **“Bribery”** means the offering, authorising, giving, soliciting or accepting any monetary or other benefit to influence action of a Government Official in an official capacity, or to otherwise influence any person to act improperly. Bribery includes the making of facilitation payments, which are improper payments made to induce required routine official action;
- (27) **“Budget”** means a detailed estimate of all costs to be incurred by the Company with respect to a Program and a schedule of cash or capital contributions to be made by the Shareholders with respect to such Program;
- (28) **“Business”** has the meaning given in section 5.1;
- (29) **“Business Day”** means any day other than a Saturday, Sunday or a public or statutory holiday in the place where an act is to be performed or a payment is to be made;
- (30) **“Called Sum”** has the meaning given in section 11.3;
- (31) **“Called Sum Notice”** has the meaning given in section 11.3;
- (32) **“CC Interest”** has the meaning given in section 16.8;
- (33) **“CC Option”** has the meaning given in section 16.8;
- (34) **“CC Shareholder”** has the meaning given in section 16.8;
- (35) **“CEO”** means the chief executive officer of the Company appointed by the Board in accordance with section 8.7 including any successor CEO;
- (36) **“CIM”** means the Canadian Institute of Mining, Metallurgy and Petroleum or any entity which replaces it or which substantially succeeds to its powers or functions;
- (37) **“CIM Definition Standards”** means the *CIM Definition Standards on Mineral Resources and Reserves*, as most recently adopted by CIM Council on May 10, 2014 and as amended from time to time or any successor standards or instrument;
- (38) **“CIMVAL Standards & Guidelines”** means the *Standards and Guidelines for Valuation of Mineral Properties*, adopted and approved by the Special Committee of CIM on Valuation of Mineral Properties on February 1, 2003 and as amended from time to time or any successor standards, guidelines or instrument;
- (39) **“Chair”** means the chair of the Board appointed in accordance with section 8.3(1);
- (40) **“Change in Control”** means the occurrence of any of the following events:
- (a) any person (other than a Shareholder or an Affiliate of a Shareholder), alone or together with a Joint Actor (other than a Shareholder or an Affiliate of a Shareholder), becomes the beneficial owner of, or acquires the power to exercise control or direction over, directly or indirectly, securities (or securities convertible into, or exchangeable for, such securities) representing fifty percent (50%) or more of the votes exercisable by holders of the then-outstanding securities generally entitled to vote for the election of directors (**“Voting Shares”**) of a

Shareholder or any Affiliate of a Shareholder that controls (either directly or indirectly) a Shareholder;

- (b) a Shareholder or any Affiliate of a Shareholder that controls (either directly or indirectly) a Shareholder, is merged, amalgamated, consolidated or reorganized into or with another person (other than a Shareholder or an Affiliate of a Shareholder) and, as a result of such business combination, securities representing more than fifty (50%) of the votes exercisable by holders of the Voting Shares of any such entity or such person into which the Voting Shares of such entity is converted immediately after such transaction are held by a person (other than a Shareholder or an Affiliate of a Shareholder) alone or together with any Joint Actor (other than a Shareholder or an Affiliate of a Shareholder) and such person, together with such Joint Actor, held securities representing less than fifty (50%) of the votes exercisable by the holders of the Voting Shares of such entity immediately prior to such transaction;
- (c) the capital of a Shareholder or any Affiliate of a Shareholder that controls (either directly or indirectly) a Shareholder is reorganized and, as a result of such reorganization, securities representing more than fifty percent (50%) of the votes exercisable by the holders of the Voting Shares of such entity immediately after such reorganization are held by a person (other than a Shareholder or an Affiliate of a Shareholder) alone or together with any Joint Actor (other than a Shareholder or an Affiliate of a Shareholder) and such person, together with such Joint Actor, held securities representing less than fifty percent (50%) of the votes exercisable by the holders of the Voting Shares of such entity immediately prior to such reorganization;
- (d) a change in the power to direct or cause direction of management and policies of a Shareholder or an Affiliate of a Shareholder that controls a Shareholder through ownership of voting securities, contract, voting trust or otherwise;

and for greater certainty, specifically excludes:

- (e) the events contemplated in section 16.4(1); and
 - (f) a Change in Control of a Shareholder or any Affiliate of a Shareholder that controls (either directly or indirectly) a Shareholder as part of a transaction involving the whole or principal elements of the business of the group of companies in which the ultimate holding company of that Shareholder or any Affiliate of a Shareholder that controls (either directly or indirectly) a Shareholder has:
 - (i) a Controlling Interest; and
 - (ii) the value of the Shares of such Shareholder is less than 25% of the entire value of that transaction;
- (41) **“Change in Control Notice”** has the meaning given in section 16.8;
- (42) **“Charter Documents”** means a constitution, articles, articles of incorporation, notice of articles, memoranda, by-laws or any similar constating document of a corporate entity;
- (43) **“Claim”** means any claim, action, proceeding, damage, loss, liability, cost, charge, expense, outgoing, payment or demand of any nature and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute, contract or otherwise;

- (44) **“Company”** has the meaning given in the introductory paragraph to this Agreement, and being a corporation incorporated under the laws of Argentina which is governed by this Agreement and the Articles;
- (45) **“Completion”**, as the context requires, means:
- (a) completion by the Parties of:
 - (i) the subscription for and the issue of the South32 Option Shares to South32; and
 - (ii) if applicable, the assignment and transfer of the MAI Transferred Shares to South 32,as provided for in, and in accordance with, section 10.4 to section 5.7 inclusive; or
 - (b) completion by the Parties of the subscription for and the issue of the BFS Option Shares to South32 as provided for in, and in accordance with, section 10.17 to section 10.21 inclusive; or
 - (c) completion by the Parties of the issue of the MAI Termination Shares to MAI as provided for in, and in accordance with, section 10.11(3) and section 10.11(4);
- (46) **“Completion Date”**, as the context requires, means the date of Completion that corresponds to:
- (a) Completion described in section 1.1(45)(a); or
 - (b) Completion described in section 1.1(45)(b); or
 - (c) Completion described in section 1.1(46)(c);
- (47) **“Confidential Information”** has the meaning given in section 18.1;
- (48) **“Consent”** means, as to any person, any consent, waiver, approval, authorization, exemption, registration, declaration, expiration of waiting period, or filing;
- (49) **“Continuing Shareholder”** or **“Continuing Shareholders”** has the meaning given in section 16.8;
- (50) **“Contribution”** means:
- (a) an Initial Contribution made by a Shareholder;
 - (b) an additional contribution made by a Shareholder to the Company including by any of the methods described in or contemplated by section 11 (which, for certainty, excludes any additional contributions made on account of the PFS Funding and, if applicable, the BFS Funding);
 - (c) a contribution transferred to a Shareholder in connection with the Transfer of an Interest to that Shareholder as contemplated by section 16.2(6); and
 - (d) a Deemed Contribution;
- (51) **“Control”** means, in relation to any person, possession, directly or indirectly, of the power to direct or cause direction of management and policies of that person through ownership of voting securities, contract, voting trust or otherwise;

- (52) **“Controlling Interest”** means an interest (direct or indirect, including under an agreement, arrangement or understanding) which entitles the interest holder or gives the interest holder the capacity to:
- (a) in the case of an interest in a company:
 - (i) vote more than 50% of the shares in that company; or
 - (ii) determine the outcome or decisions about that company's financial, marketing or operating policies, including the appointment of a majority of the directors on the board of that company;
 - (b) in the case of an interest in a joint venture or assets:
 - (i) vote more than 50% of the votes able to be cast on any operating committee of the joint venture or any other committee governing the management of that asset; and
 - (ii) determine, either independently or by majority interest, whether or how the assets, (whether held in joint venture or otherwise) are to be operated, developed, sold or abandoned;
- (53) **“Continuing Obligations”** means obligations or responsibilities that are reasonably expected to continue or arise after Operations on a particular area of the Property have ceased or are suspended, such as future monitoring, stabilization, or Environmental Compliance;
- (54) **“Deemed Contribution”** means a contribution deemed to have been made by the Shareholder to the Company pursuant to this Agreement including pursuant to section 10.12 or section 10.22 (or both, as the case may be) but excluding the Initial Contributions;
- (55) **“Development”** means all preparation (other than Exploration) for the removal and recovery of Products, including the development and construction of a Mine;
- (56) **“Development Period”** means the period commencing on the Effective Date and ending immediately prior to a decision by the Board to develop and construct a Mine on the Property;
- (57) **“Director”** means any director for the time being of the Company nominated pursuant to this Agreement and the Articles, including where applicable, any alternate Director appointed pursuant to this Agreement and the Articles;
- (58) **“Discloser”** has the meaning given in section 18.4;
- (59) **“Dispute Notice”** has the meaning given in section 20.1;
- (60) **“Dispute Representative”** has the meaning given in section 20.2;
- (61) **“Earn-In Agreement”** has the meaning given in Introduction A;
- (62) **“Earn-In Exercise Notice”** has the meaning given in the Earn-In Agreement;
- (63) **“Earn-In PFS Election”** has the meaning given in section 10.1(1);
- (64) **“Earn-In Right”** has the meaning given in the Earn-In Agreement;
- (65) **“Effective Date”** has the meaning given in the introductory paragraph to this Agreement;

- (66) **"Encumbered Interest"** has the meaning given in section 16.5(3);
- (67) **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, option, earn-in, licence or licence fee, royalty, production or streaming payment, back-in right, claw-back right, restrictive covenant or other encumbrance of any nature or any agreement to give or create any of the foregoing, whether registerable or not;
- (68) **"Environment"** means components of the earth including:
- (a) land, air or water;
 - (b) any layer of the atmosphere;
 - (c) any organic or inorganic matter and any living organism,
- and includes interacting natural ecosystems that include any of the components of the kind referred to in sections 1.1(68)(a) to 1.1(68)(c);
- (69) **"Environmental Compliance"** means action performed during or after Operations to comply with the requirements of all Environmental Laws or contractual commitments related to reclamation of the Property or other compliance with Environmental Laws;
- (70) **"Environmental Laws"** means any applicable Law relating to restoration or reclamation of the Property, abatement of pollution, protection of the Environment, protection of wildlife including endangered species, ensuring public safety from environmental hazards, protection of cultural or historic resources, management, storage or control of Regulated Substances, releases or threatened release of Regulated Substances into the Environment (including ambient air, surface water, ground water and land) and all other Laws relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Regulated Substances;
- (71) **"Environmental Liabilities"** means all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, settlements, costs, disbursements or expenses (including without limitation attorney's fees and experts' fees) of any kind or of any nature whatsoever (including liability for study, testing or investigatory costs, cleanup costs, response actions or costs, removal actions or costs, remediation costs, containment costs, restoration costs, reclamation costs, corrective action costs, closure costs, natural resources damages, nuisances, property damages, business losses, penalties or fines) arising out of, based upon or resulting from, relating to, connected with or caused by the Assets or operations on or related to the Assets, however and by whomsoever caused, and whether caused by a breach of or arising under Environmental Laws, or otherwise, including without limiting the generality of the foregoing those existing as, arising from or related to:
- (a) the presence, release, threatened release, discharge or emission into the Environment of any Regulated Substance;
 - (b) the violation or alleged violation of any Environmental Law;
 - (c) surface, underground, air, ground water, surface water or marine environment contamination;
 - (d) reclamation obligations;
 - (e) the removal of or failure to remove foundations, structures or equipment; and

- (f) losses or damages suffered, sustained, paid or incurred by third parties as a result of any of the matters described in the foregoing provisions of this definition;
- (72) **"Election Period"** has the meaning given in section 16.3(4);
- (73) **"Existing Shares"** means all of the issued and outstanding Shares;
- (74) **"Exploration"** means activities directed toward ascertaining the existence, location, quantity, quality or commercial value of deposits of Products;
- (75) **"Financial Year"** means a period of twelve (12) calendar months ending on a Financial Year End;
- (76) **"Financial Year End"** means June 30 or such other date as may be fixed for such purpose by the Board from time to time in accordance with this Agreement;
- (77) **"Former Shareholder"** has the meaning given in section 14.4;
- (78) **"Governmental Authority"** means any federal, provincial, state, territorial, regional, municipal, local government or authority, quasi government authority, fiscal or judicial body, government or self-regulatory organisation, commission, board, tribunal, organisation, stock exchange or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing including any indigenous or native body (or both) exercising governance powers by right, title or custom;
- (79) **"Government Official"** includes any:
- (a) individual who is employed by or acting on behalf of a Governmental Authority, a person Controlled by a Governmental Authority (including state owned enterprises) or a public international organisation;
 - (b) political party, party official or political office candidate;
 - (c) individual who holds or performs the duties of an appointment, office or position created by custom or convention, including, potentially, some tribal leaders and members of royal families; or
 - (d) individual who holds themselves out to be the authorised intermediary of any person specified in sections 1.1(79)(a), 1.1(79)(b), and 1.1(79)(c);
- (80) **"HIO"** has the meaning given in or by reference to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (S.C. 2000, c. 17)* and regulations issued under that Act;
- (81) **"IFRS"** means the international financial reporting standards adopted by the International Accounting Standards Board, as amended from time to time or any successor standards;
- (82) **"Independent Expert"** means an expert appointed under section 20.10 and acting pursuant to sections 20.10 to 20.12 (inclusive);
- (83) **"Initial Contribution"** means the capital contribution that each Shareholder is deemed to have made in the Company pursuant to section 5.5(2);
- (84) **"Insolvency Event"** means the happening of any one or more of the following events in relation to a Shareholder:

- (a) the Shareholder becomes, or informs the other Shareholder, creditors of the Shareholder generally or any particular creditor of the Shareholder that it is, insolvent or unable to pay its debts as and when they fall due;
 - (b) a liquidator or provisional liquidator is appointed in respect of the Shareholder;
 - (c) a receiver or receiver and manager or an analogous person is appointed to the Shareholder or any of its property;
 - (d) the Shareholder has a mortgagee who is entitled to and who is seeking to exercise a right of possession or control over the whole or a material part of its property;
 - (e) the Shareholder enters into, or calls a meeting of its members or creditors with a view to entering into, a composition, compromise or arrangement with, or an assignment for the benefit of its creditors generally, or a court orders that a composition, compromise or arrangement between the Shareholder and its creditors generally or any class of its creditors, other than for the purpose of reconstruction or amalgamation;
 - (f) the Shareholder has any execution, writ of execution, *mareva* or standstill injunction or similar order, attachment or other process made, levied or issued against it or in relation to any of its assets which has material adverse effect on the Shareholder's business, assets or financial condition or its ability to perform its obligations under this Agreement;
 - (g) any application is made or other process commenced (not being an application or process withdrawn, discontinued or dismissed within twenty (20) Business Days of being filed) seeking an order for the appointment of a provisional liquidator or a liquidator to the Shareholder;
 - (h) the Shareholder is declared bankrupt or has filed for some form of protection from its creditors under applicable Law relating to or governing bankruptcy;
 - (i) there is a resolution of members, or an order of a court, to place in liquidation or bankruptcy or wind up the Shareholder; or
 - (j) an event happens analogous to an event specified in sections 1.1(84)(a) to 1.1(84)(i) to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if the law of Canada applied;
- (85) **"Insolvent Party"** has the meaning given in section 16.11;
- (86) **"Interest"** means, for any Shareholder, all of the right, title and interest (including any economic interests) of that Shareholder in and to any of the Shares, any Loan, the revenues and benefits derived from the Company as a shareholder, and that Shareholder's interest in and under this Agreement;
- (87) **"Joint Actor"** means a person acting "jointly or in concert with" another person within the meaning of Section 96 of the *Securities Act (British Columbia)* or as such section may be amended or re-enacted from time to time;
- (88) **"Law"** includes:
- (a) federal, provincial, state, territorial, borough, and local government legislation including regulations;

- (b) legislation of any jurisdiction other than those referred to in section 1.1(88)(a) with which a Party must comply;
 - (c) common law and equity;
 - (d) judgments, decrees, writs, administrative interpretations, guidelines, policies, injunctions, orders or the like, of any Governmental Authority with which a Party is legally required to comply; and
 - (e) Governmental Authority requirements and Permits (including conditions in respect of those Permits);
- (89) **“Loan”** means, at the relevant time, any amounts advanced by a Shareholder to the Company and outstanding;
- (90) **“MAI Adjusted Percentage Interest”** has the meaning given in section 17.5(1)(d);
- (91) **“MAI BFS Option Shares”** has the meaning given in section 10.18(6);
- (92) **“MAI BFS Option Share Certificates”** has the meaning given in section 10.18(7);
- (93) **“MAI Payment Date”** has the meaning given in section 17.1;
- (94) **“MAI Termination Share Certificates”** has the meaning given in section 10.11(3)(d);
- (95) **“MAI Termination Shares”** has the meaning given in section 10.11(1)(c);
- (96) **“MAI Transferred Shares”** has the meaning given in section 10.3(2);
- (97) **“Mine”** means the workings established and the property acquired, including any plant and concentrator installation, processing facility, infrastructure, mining plant and equipment, stores, consumables, housing, airport and other facilities in order to bring the Property into commercial production;
- (98) **“Mineral Reserve”** has the meaning given in the CIM Definition Standards;
- (99) **“Mineral Resource”** has the meaning given in the CIM Definition Standards;
- (100) **“Mineral Rights”** means any claim, prospecting licence, exploration licence or permit, exploration or mining permit or lease, mining licence, mining claim, mineral or mining concession, mineral claim and other forms of mineral tenure (including any application for the grant or issue of any of the foregoing) or other rights to minerals, or to work upon lands for the purpose of searching for, developing or extracting minerals under any form of mineral title recognized under applicable Law in Argentina, whether contractual, statutory or otherwise;
- (101) **“Mining Operation”** means an operation (of which a Mine forms part) directed to the mining, extraction, production, handling, milling or other processing of Products to produce commercial quantities of saleable Processed Products;
- (102) **“Minsud”** means Minsud Resources Corporation;
- (103) **“NI 43-101”** means National Instrument 43-101, *“Standards of Disclosure for Mineral Projects”* published by the Canadian Securities Administrators, as amended from time to time, as amended from time to time or any successor instrument, rule or policy;
- (104) **“Non-Acquiring Shareholder”** has the meaning given in section 14.1;
- (105) **“Non-secured Shareholder”** has the meaning given in section 16.5(3);

- (106) **“Notice”** or **“notice”** has the meaning given in section 22.1;
- (107) **“OFAC”** means The Office of Foreign Assets Control of the US Department of the Treasury;
- (108) **“Offer”** has the meaning given in section 17.4(1)(b);
- (109) **“Offered Interest”** has the meaning given in section 16.3(2);
- (110) **“Operations”** means the activities carried out by the Company under this Agreement;
- (111) **“Ordinary Resolution”** has the meaning given in section 8.5(2);
- (112) **“Other Rights”** means any interest in real property, whether freehold, leasehold, licence, right of way, easement, any other surface or other right in relation to real property, and any right, licence or permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (113) **“Party”** means either MAI, the Company or South32, as the context dictates;
- (114) **“Parties”** means MAI, the Company and South32;
- (115) **“PEP”** has the meaning given in or by reference to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (S.C. 2000, c. 17)* and regulations issued under that Act;
- (116) **“Percentage Interest”**, subject to section 5.6, means, at any time with respect to any Shareholder, the proportion that the total Contributions by such Shareholder at such time bears to the Total Contributions by all Shareholders as of such time. Percentage Interests must be calculated to three decimal places and rounded to two (e.g., 1.519% rounded to 1.52%). Decimals of .005 or more must be rounded up, decimals of less than .005 must be rounded down. The initial Percentage Interests of the Shareholders are given in section 5.5(2);
- (117) **“Permit”** means any applicable permit, consent, authorisation, registration, filing, lodgement, notarisation, certificate, endorsement, permission, licence, approval, authority or exemption by or with a Governmental Authority or other applicable person;
- (118) **“Permitting”** means the application for all necessary Permits to develop, construct and operate the Mining Operation;
- (119) **“Personnel”** means:
- (a) in relation to a Party, any of its (or any Affiliates) directors, officers, employees, agents, consultants, invitees, Subcontractors (including Subcontractors' Personnel) and representatives involved either directly or indirectly in the performance of the Party's obligations under this Agreement; and
 - (b) in relation to a Subcontractor, any of its directors, officers, employees, agents, consultants, invitees, subcontractors or representatives involved either directly or indirectly in the performance of a Party's obligations under this Agreement;
- (120) **“PFS Approved Programs and Approved Budgets”** has the meaning given in section 10.2(1)(b);
- (121) **“PFS Funding”** means a minimum amount of fifty five million dollars (\$55,000,000) minus the amount of the South32 Initial Capital Contribution;

- (122) **"PFS Period"** has the meaning given in section 10.2(1)(a) and, as the context requires, includes and means the PFS Period as extended in accordance with section 10.2(2);
- (123) **"Pre-Feasibility Study"** means a study which complies with NI 43 -101 of a range of options for the technical and economic viability of a mining project within the Property that has advanced to a stage where a preferred mining method, in the case of underground mining, or the pit configuration, in the case of an open pit, is established and an effective method of mineral processing is determined. The study must include a financial analysis based on reasonable assumptions on or in respect of mining, processing, metallurgical, economic, marketing, legal, environmental, social and governmental considerations and the evaluation of any other relevant factors which are sufficient for a Qualified Person, acting reasonably, to determine if all or part of the Mineral Resource may be classified as a Mineral Reserve;
- (124) **"Pre-Feasibility Study Approval Date"** means the first Business Day after the date on which the Board has approved the Pre-Feasibility Study and the Company and MAI have been given a notice by South32 pursuant to section 10.2(6) specifying that the South32 Board has approved Pre-Feasibility Study;
- (125) **"Prime Rate"** means the Royal Bank of Canada's prime commercial lending rate of interest on Canadian funds, as designated from time to time by the Bank's head office in Canada;
- (126) **"Processed Products"** means Products that have been delivered by the Company to a refinery, smelter or other processor and subsequently refined, smelted or otherwise treated to produce a mineral product in a form that is commonly sold;
- (127) **"Products"** means all ores, minerals and mineral resources produced from the Property under this Agreement, and, as the context requires, includes Processed Products;
- (128) **"Program"** means a description in reasonable detail of Operations to be conducted and objectives to be accomplished by the Company for a Financial Year or any longer period;
- (129) **"Project Security"** means any Encumbrance over all or any of the Assets or the Company (or both, as the case may be) which the Board has approved as Project Security;
- (130) **"Property"** means the Mineral Rights and Other Rights, if any, described in Schedule 1, together with any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those Mineral Rights or Other Rights that derive directly from those Mineral Rights or Other Rights (whether granting or conferring the same, similar or any greater rights and whether extending over the same or a greater or lesser domain);
- (131) **"Proposed Transferee"** has the meaning given in section 17.4(1)(b);
- (132) **"Pub Co"** has the meaning given in section 16.3(2);
- (133) **"Qualified Person"** has the meaning given in NI 43-101;
- (134) **"Regulated Substances"** means all pollutants, contaminants, chemicals, industrial, toxic, hazardous or noxious substances or wastes or any other materials or substances that are now or hereafter prohibited, controlled, prescribed or regulated by any Governmental Authority or applicable Law, or the presence or quantity of which now or hereafter requires reporting, monitoring, investigation, removal or remediation by any Governmental Authority or applicable Law, including:

- (a) any petroleum or petroleum compound (refined or crude), natural gas, natural gas liquids or related hydrocarbons, flammable substance, explosive, radioactive material or any other material or pollutant that poses a hazard or potential hazard to the Environment or any person;
 - (b) asbestos or any asbestos-containing material of any kind or character, any materials or substances containing polychlorinated biphenyls or urea formaldehyde insulation;
 - (c) any materials or substances designated as a “hazardous waste”, “hazardous substance”, “toxic pollutant” or “contaminant” under any Environmental Law; and
 - (d) any materials or substances that are toxic, explosive, corrosive, flammable, ignitable, infectious, radioactive, reactive, carcinogenic, mutagenic or otherwise hazardous;
- (135) **“Relevant Transaction”** means any transaction between the Company (on the one hand) and any Shareholder or Affiliate of any Shareholder (on the other hand) where the total consideration payable under the contract documenting the transaction exceeds two million dollars (\$2,000,000);
- (136) **“Remaining Shareholder”** has the meaning given in section 16.3(1);
- (137) **“Royalty Agreement”** means a royalty agreement in the form attached as Schedule 2 to this Agreement;
- (138) **“Royalty Interest”** has the meaning given in section 7.6;
- (139) **“RT Shareholder”** means a Shareholder who has or whose Affiliate has entered into a Relevant Transaction with the Company in accordance with section 8.8;
- (140) **“Rules”** has the meaning given in section 20.3(1);
- (141) **“Sanctioned Entity”** means:
- (a) a country or a government of a country;
 - (b) an agency of the government of a country;
 - (c) an organization directly or indirectly controlled by a country or its government; or
 - (d) a person resident in or determined to be resident in a country,
- in each case, that is subject to a country Sanctions program administered and enforced by OFAC or by any Australian Governmental Authority or Canadian Governmental Authority;
- (142) **“Sanctioned Person”** means:
- (a) any person listed in any sanctions-related list of designated persons maintained by any Australian Governmental Authority or Canadian Governmental Authority; or
 - (b) a person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC;
- (143) **“Sanctions”** means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC or any Australian Governmental Authority or Canadian Governmental Authority;

- (144) **“Security”** has the meaning given in section 16.5(1);
- (145) **“Security Holder”** has the meaning given in section 16.5(3);
- (146) **“Selling Shareholder”** has the meaning given in section 16.3(2);
- (147) **“Shareholder”** means each of South32 and MAI and each person who or which after the Effective Date acquires any Shares and is admitted as a Shareholder;
- (148) **“Shareholding Percentage”** means, in relation to a Shareholder, the percentage of the total number of all the issued and outstanding Shares that are held by that Shareholder from time to time;
- (149) **“Shares”** means common shares in the capital of the Company with voting rights;
- (150) **“South32 BFS Option”** has the meaning given in section 10.14;
- (151) **“South32 BFS Option Exercise Notice”** has the meaning given in section 10.16;
- (152) **“South32 Board”** means the board of directors of South32 from time to time;
- (153) **“South32 Initial Capital Contribution”** has the meaning given in the Earn-In Agreement and the South32 Initial Capital Contribution is, for certainty, the sum of fourteen million dollars (\$14,000,000);
- (154) **“South32 Offer”** has the meaning given in section 17.3(1);
- (155) **“South32 Offer Period”** has the meaning given in section 17.3(1);
- (156) **“South32 Option”** has the meaning given in section 10.3;
- (157) **“South32 Option BFS Election”** means the election and the undertaking by South32 in the South32 Option Exercise Notice to fund a Bankable Feasibility Study;
- (158) **“South32 Option Exercise Notice”** has the meaning given in section 10.4;
- (159) **“South32 Option Price”** means twenty million dollars (\$20,000,000);
- (160) **“South32 Option Share Certificates”** has the meaning given in section 10.6(4);
- (161) **“South32 Option Shares”**, as the context requires, means:
- (a) in the case where section 10.3(1) applies, that number of Shares in the capital of the Company determined in accordance with sections 10.3(1), 10.3(2) and 10.3(4);
 - (b) in the case where section 4.1(1)(c) applies, that number of Shares in the capital of the Company determined in accordance with sections 4.1(1)(c) and 10.3(5);
- (162) **“South32 Payment Election”**, as the context requires, means:
- (a) in connection with the exercise of the Earn-In Right by South32, the election by South32 pursuant to section 5.2(6)(b)(i) of the Earn-In Agreement to pay the Transfer Price; or
 - (b) in connection with the exercise of the South32 Option, the election by South32 pursuant to section 5.2(6)(b)(i), to pay the South32 Option Price;

- (163) **“Special Resolution”** means a resolution passed at a meeting of the Shareholders for which votes cast in favour total no less than:
- (a) prior to the exercise of the South32 BFS Option, seventy five percent (75%) of the Shares represented at such meeting;
 - (b) after the exercise of the South32 BFS Option, eighty one percent (81%) of the Shares represented at such meeting;
- (164) **“Subcontractor”** means any person engaged by the Company to perform any part of the Company’s obligations under this Agreement;
- (165) **“Suspension Notice”** has the meaning given in section 17.2(1);
- (166) **“Suspension Notice Date”** has the meaning given in section 17.2(3)(a);
- (167) **“Suspension Period”** has the meaning given in section 17.2(1);
- (168) **“Suspension Period Contributions”** has the meaning given in section 17.2(3)(b);
- (169) **“Tax”** means:
- (a) a tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding; or
 - (b) income, stamp or transaction duty, tax or charge,
- (or both, as the case may be) that is or may be at any time assessed, levied, imposed or collected by a Governmental Authority and includes interest, fines, penalties, charges, fees or other amounts imposed on or in respect of any of the foregoing;
- (170) **“Technical Report”** a report prepared, filed and certified in accordance with this Agreement and NI 43-101;
- (171) **“Total Contributions”**, as at the relevant determination date, means:
- (a) the aggregate of all Initial Contributions; plus
 - (b) the aggregate of all additional contributions made by the Shareholders to the Company including by any of the methods described in or contemplated by section 11 (which excludes, for certainty, any Deemed Contributions taken into account for the purposes of section 1.1(171)(c)); plus
 - (c) the aggregate of all Deemed Contributions;
- (172) **“Transfer”** means to sell, grant, assign, encumber, pledge or otherwise commit or dispose of, and with respect to any Interest or any economic interest in any Interest. A Transfer also means:
- (a) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Interest (or any participation or interest in such Interest), whether directly or indirectly (including pursuant to a derivative transaction), or agree or commit to do any of the foregoing; and
 - (b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such Interest (or any participation or interest in such Interest), or any agreement or commitment to do any of the foregoing;

- (173) “**Transfer Notice**” has the meaning given in section 16.3(2);
- (174) “**Transfer Price**” has the meaning given in the Earn-In Agreement; and
- (175) “**Transferee**” has the meaning given in section 16.3(2).

1.2 Interpretation

Unless the context otherwise expressly requires, in this Agreement:

- (1) the singular includes the plural and conversely and a gender includes all genders;
- (2) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (3) a reference to a person (including a Party) includes an individual, company, other body corporate, association, partnership (including a limited liability partnership), limited partnership (including a limited liability limited partnership), firm, joint venture, trust or Governmental Authority;
- (4) a reference to a section, schedule or annexure is a reference to a section of or a schedule or annexure to this Agreement;
- (5) a reference to any party (including a Party) includes that party's executors, administrators, substitutes (including, but not limited to, persons taking by novation), successors and permitted assigns;
- (6) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document;
- (7) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it;
- (8) a reference to writing includes a facsimile or electronic mail transmission and any means of reproducing words in a tangible and permanently visible form;
- (9) a reference to, “*dollars*”, or “\$” is to currency of Canada;
- (10) a reference to “*ARS\$*” or “*peso*” is to the currency of Argentina;
- (11) the word “*including*” means “*including without limitation*” and “*include*” and, “*includes*” will be construed similarly;
- (12) headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation;
- (13) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (14) if an act is prescribed to be done on a specified day which is not a Business Day, it must be done instead on the next Business Day; and
- (15) a reference to a thing (including a right, obligation or concept) includes a part of that thing but nothing in this section 1.2(17) implies that performance of part of an obligation constitutes performance of the obligation.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Shareholders

Each Shareholder represents and warrants to the other Shareholder that as at the Effective Date:

- (1) it is duly formed, incorporated, amalgamated or continued (as the case may be) and validly exists under the law of its place of formation, incorporation, amalgamation or continuance;
- (2) it is in good standing under the legislation under which it was formed, incorporated, amalgamated or continued (as the case may be);
- (3) it has full legal capacity and power:
 - (a) to own its property and assets and to carry on its business; and
 - (b) to enter into this Agreement and to perform its obligations under this Agreement.
- (4) it has taken all action (whether corporate or otherwise) that is necessary to authorize its entry into this Agreement and to perform its obligations under this Agreement;
- (5) this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy subject to laws generally affecting creditors' rights and to principles of equity (where applicable);
- (6) the execution, delivery and performance by it of this Agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (a) its Charter Documents;
 - (b) any material term or provision of any security arrangement, undertaking, agreement or deed; or
 - (c) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it or any of its property is bound;
- (7) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or, to its knowledge, threatened against it which if adversely decided could, in the reasonable opinion of the Party's management, have a material adverse effect on the Party's business, assets or financial condition such as to materially impair its ability to perform its obligations under this Agreement;
- (8) no liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator is currently appointed in relation to it or any of its property; and
- (9) to its knowledge, there are no facts, matters or circumstances which give any person the right to appoint or to apply to appoint (as the case may be) a liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator to it or any of its property.

2.2 No Other Representations and Warranties

Except for the representations and warranties expressly set out in section 2.1, the Shareholders make no representation or warranty, express or implied, at law or in equity, and there are no implied conditions in respect of any Assets, liabilities or Operations, including with respect to

merchantability or fitness for any particular purpose and any such other representations or warranties or conditions are hereby expressly disclaimed.

3. COMPANY AND ASSETS

3.1 General

The Shareholders agree that all of their rights with respect to the Company and all of the Operations will be subject to and governed by this Agreement and the Articles, as applicable.

3.2 Title to Assets

All right, title and interest in and to the Assets must be held by the Company.

3.3 Registered Office

The registered office of the Company will be situate in Buenos Aires, Argentina at the address the Board may approve from time to time. The Board may from time to time designate a successor registered office within Buenos Aires, Argentina. At a meeting of the Shareholders the Articles may be amended to designate a successor registered office in any other jurisdiction in Argentina.

3.4 Notation in Shareholder Register and Share Certificates

The shareholder register of the Company and each certificate evidencing the Shares must contain a notation in Spanish to the following effect: "The shares of **[insert name of Company]** evidenced by the certificate **[insert certificate number]** are subject to the terms and conditions, including transfer restrictions, of a Shareholders' Agreement between MAI, the Company and South32, dated **[insert date]**, and the Articles. No transfer of any share or other interest in **[Company]** will be valid unless it is effected in accordance with the terms of such Shareholders' Agreement and the Articles."

4. OPERATION OF AGREEMENT

4.1 Inconsistency between Agreement and Articles

- (1) The Shareholders must take all necessary action (including, as applicable, the actions described in section 4.4):
 - (a) to procure that the provisions of this Agreement are reflected in the Articles to the maximum extent permitted by applicable Argentine Law; and
 - (b) to procure that no provisions contrary to or inconsistent with the provisions of this Agreement are contained in the Articles, except to the minimum extent required by applicable Argentine Law.
- (2) In the event of any conflict or inconsistency between the Articles and this Agreement, the Shareholders must immediately amend the Articles to remove such conflict or inconsistency to the maximum extent permitted by Argentine Law.
- (3) Where this Agreement and the Articles deal with the same or a similar topic differently, or the Articles are inconsistent with performance by a Party of any obligation it has under this Agreement this agreement is, to the maximum extent permitted by Argentine Law, to prevail.

4.2 Director Acting in Compliance with this Agreement

- (1) Where section 4.1 applies and a Director acts in accordance with this Agreement, the Shareholders and the Company agree that:

- (a) the fact that the Director has acted in accordance with this agreement:
 - (i) is taken to be an act that is in the best interests of the Company as a whole;
 - (ii) is not to be taken to be a breach of any duty owed by that Director to the Company or a breach of the Articles;
 - (b) none of the Company or the Shareholders may take any steps to pursue the Director for a breach of duty if the only basis for the breach is conduct permitted by this section; and
 - (c) if, contrary to section 4.2(1)(a), the conduct is a breach of duty or a breach of the Articles, to the extent permitted by Law, each Shareholder and the Company (as applicable) must take all steps necessary to:
 - (i) consent to, excuse, ratify or authorise the breach; and
 - (ii) otherwise release the Director from any liabilities arising from the breach of duty or the Articles.
- (2) The Company and the Shareholders acknowledge and agree that the Directors may, to the maximum extent permitted by applicable Law, rely on this section 4.2.

4.3 Agreement provision may be included in the Articles

If it is necessary to include a provision in the Articles to ensure that a provision of this Agreement is effective in accordance with its terms, then the Shareholders must (by an applicable resolution of the Shareholders) procure that the necessary amendment is, to the maximum extent permitted by applicable Argentine Law, made to the Articles.

4.4 Shareholders to observe and implement Agreement

- (1) Each Shareholder undertakes with each other Party to:
- (a) exercise all its votes, powers and rights under the Articles so as to give full force and effect to the provisions and intentions of this Agreement;
 - (b) observe and comply fully and promptly with the provisions of the Articles so that each provision of the Articles is enforceable by the Parties among themselves and in whatever capacity;
 - (c) exercise all its votes, powers and rights in relation to the Company so as to ensure that the Company fully and promptly observes, complies with and gives effect to the requirements and intentions of this Agreement and the Articles; and
 - (d) procure the Board to:
 - (i) do all things required by the Board under this Agreement; and
 - (ii) procure the Company comply with all its obligations under this Agreement.
- (2) The obligations in section 4.4(1) include an obligation to exercise its powers both as a Shareholder and, where applicable and to the extent permitted by Law, through any Director nominated by it and to ensure that any Director nominated by it (whether alone or jointly with any other person) does or obtains that matter or thing.

4.5 Company to observe and implement Agreement

The Company must do all things necessary or desirable to give effect to the provisions and intentions of this Agreement in accordance with its terms and is bound by all provisions of this Agreement which expressly or by implication apply to the Company, but nothing in this Agreement will be construed as the Company agreeing not to exercise any of its powers expressly conferred by statute.

5. ORGANIZATION, BUSINESS AND CONDUCT OF BUSINESS

5.1 Organization

The Company was incorporated as a *Sociedad Anónima* pursuant to the applicable Laws of Argentina under the corporate name “*Minera Sud Argentina S.A.*”.

5.2 Corporate Purpose and Business

The Company will serve as the exclusive means by which the Shareholders, or either of them, will accomplish the following purposes:

- (1) to conduct Exploration within the Property and the Area of Interest;
- (2) to acquire additional Mineral Rights and other property within the Area of Interest;
- (3) to evaluate the possible Development of the Property;
- (4) to conduct the Permitting necessary or required to develop and construct a Mining Operation on the Property;
- (5) to operate a Mining Operation on the Property;
- (6) to complete and satisfy all Environmental Compliance obligations and Continuing Obligations affecting the Property, and
- (7) to perform any other activity necessary, appropriate, or incidental to any of the foregoing,

(collectively, the “**Business**”).

The purposes described above will be reflected in the Articles together with any ancillary or incidental provisions required by applicable Argentine Law.

5.3 Scope of Company Business

The Shareholders acknowledge and agree that:

- (1) unless and to the extent approved by a meeting of the Shareholders, the business of the Company must be confined to the conduct of the Business; and
- (2) the Company may conduct any activities not prohibited by applicable Law and may exercise rights and incur obligations to conduct such activities as are related to the Business.

5.4 Conduct by Company of Business

Each Shareholder (to the extent that it can lawfully do so) must exercise its rights under this Agreement and its powers in relation to the Company to ensure that:

- (1) the Company performs and complies with all of its obligations under this Agreement and the Articles;
- (2) the Business is conducted by the Company:
 - (a) in accordance with sound and good business practice;
 - (b) in accordance with internationally accepted practice in the international resources industry;
 - (c) in accordance with applicable Law;
 - (d) without the Company engaging in any Bribery or other breach of Anti-Corruption Law; and
 - (e) in accordance with the policies, procedures, practices and standards approved and adopted by the Board or the Shareholders (as the case may be).

5.5 Capital of the Company

- (1) The capital of the Company will consist of the Shares. The Shares will have nominal value of ARS\$1 each. A meeting of the Shareholders meeting may, from time to time, modify or determine a new class or series of Shares. Except as specified otherwise in this Agreement or as determined from time to time by a meeting of the Shareholders, all classes and series of Shares will have the same legal and economic rights.
- (2) As of the Effective Date, the Percentage Interest of each Shareholder and the Initial Contribution of each Shareholder will be as follows:

Shareholder	Percentage Interest	Initial Contribution
MAI	49.9%	\$13,972,000
South32	50.1%	\$14,000,000

The Shareholders will be deemed to have made the Initial Contributions allocated to each Shareholder in the table above.

5.6 Determining Percentage Interests

For the purposes of section 1.1(115), each Shareholder's:

- (1) Initial Contribution; and
- (2) additional contributions including by any of the methods described in or contemplated by section 11 (which excludes, for certainty, any Deemed Contributions taken into account for the purposes of section 5.6(3)); and
- (3) Deemed Contributions,

will be taken into account in determining at any time with respect to any Shareholder, the total contributions by such Shareholder at such time or the Total Contributions of the Shareholders as of such time.

6. CORPORATE OPPORTUNITY AND RELATIONSHIP OF THE SHAREHOLDERS

6.1 Corporate and Other Business Opportunities

- (1) Except as expressly provided otherwise in this Agreement and to the fullest extent permitted by applicable Law:
 - (a) each Shareholder will have the right independently to engage in and receive full benefits from business activities, whether or not competitive with the Operations, without consulting the other Shareholder; and
 - (b) the doctrines of “corporate opportunity”, “business opportunity” or any analogous doctrine will not be applied to any other activity, venture, or operation of either Shareholder.
- (2) Neither Shareholder will have any obligation to any Shareholder or the Company with respect to any opportunity to acquire any property outside the Area of Interest at any time, or, except as otherwise provided in section 16.5, within the Area of Interest after the termination of the Company. Except as otherwise provided in section 14, no Shareholder nor any of its Affiliates will have any obligation:
 - (a) to refrain from engaging in the same or similar activities or lines of business as the Company or developing or marketing any products or services that compete, directly or indirectly, with those of the Company;
 - (b) to refrain from investing or owning any interest publicly or privately in, or developing a business relationship with, any person engaged in the same or similar activities or lines of business as, or otherwise in competition with, the Company or doing business with any client or customer of the Company; or
 - (c) to mill, beneficiate or otherwise treat any Products or any other Party's share of Products in any facility owned or controlled by that Shareholder.

6.2 Implied Covenants

There are no implied covenants contained in this Agreement.

6.3 Relationship of the Shareholders

- (1) Neither this Agreement nor the Articles will be interpreted as constituting:
 - (a) the relationship of the Shareholders as a partnership, quasi-partnership, association or any other relationship in which one or more of the Shareholders may (except as specifically provided for in this Agreement) be liable generally for the acts or omissions of any other Shareholder; or
 - (b) any Shareholder as the partner, agent or representative of any other Shareholder or of the Company for any purpose whatsoever (with the exception of any powers of attorney specifically granted or contemplated by this Agreement) and nothing in this Agreement or the Articles will create or be deemed to create a fiduciary relationship between the Shareholders, or between the Company and the Shareholders or any of them.
- (2) Without limiting section 6.3(1), no Shareholder has the authority to pledge or purport to pledge the credit of any other Shareholder or the Company or to make or give (or purport to make or give) any representations, warranties or undertakings for or on behalf of any other Shareholder or the Company.

- (3) The rights, duties, obligations and liabilities of the Parties will be several and not joint or collective. Each Shareholder will be responsible only for its obligations and will be liable only for its share of the costs and expenses as expressly set out in this Agreement.

6.4 No Holding Out

Subject to section 18.2, no Shareholder will directly or indirectly use or permit the use of the name of any other Shareholder or the Company for any purpose related to the Operations, the Property, the Project or this Agreement.

7. SHAREHOLDERS' ACTION AND PERCENTAGE INTERESTS

7.1 Shareholders' Meetings

- (1) The Shareholders may hold general and special meetings of the Shareholders. General meetings of the Shareholders may be ordinary meetings or extraordinary meetings. The Shareholders must meet at least once each year and such meeting must be convened by the Board within the first four (4) months of each such year in order to hold an annual general ordinary meeting of the Shareholders.
- (2) The quorum required for the transaction of business at an ordinary meeting of the Shareholders held pursuant to a first call for an ordinary meeting of the Shareholders will be one (1) or more Shareholders who holds or who together hold a Shareholding Percentage in excess of fifty percent (50%) with the right to vote at such meeting, and pursuant to a second call for an ordinary meeting of the Shareholders, will be whatever Shareholder or Shareholders are present or represented at such meeting. Subject to section 7.1(4), resolutions at an ordinary meeting of the Shareholders will be adopted by the majority vote of the Shareholders with the right to vote.
- (3) The quorum required for the transaction of business at an extraordinary meeting of the Shareholders held pursuant to a first call for an extraordinary meeting of the Shareholders will be one (1) or more Shareholders who holds or who together hold a Shareholding Percentage at least equal to seventy five percent (75%) with the right to vote at such meeting, and pursuant to a second call for extraordinary meeting of the Shareholders, will be one (1) or more Shareholders who holds or who together hold a Shareholding Percentage in excess of fifty percent (50%) with the right to vote at such meeting. Subject to section 7.1(4), resolutions at an extraordinary meeting of the Shareholders will be adopted by the majority vote of the Shareholders with the right to vote.
- (4) All matters in connection with the Company are within the authority of the Board in accordance with section 8.1, other than the matters set out below in this section 7.1(4), which matters are within the authority of a meeting of Shareholders to consider and decide. Unless expressly provided otherwise by this Agreement, a Special Resolution will be required at a meeting of the Shareholders held upon the first or any subsequent call of a meeting of the Shareholders, to approve the following matters:
 - (a) any transformation, merger, consolidation, spin-off, winding up, liquidation, dissolution, change in jurisdiction or any similar business combination involving the Company;
 - (b) the creation of a new class or series of Shares;
 - (c) any change in the determination of the rights and preferences of any class or series of Shares, including the value of any class or series of Shares;
 - (d) amendments to the Articles or the adoption of a new version of the Articles;

- (e) the making or entry into by the Company of any agreement, contract, arrangement or understanding (other than any agreement, contract, arrangement or understanding for the Exploration or Development of the Property) that is not in the ordinary course of its business;
- (f) the entry by the Company into any transaction (other than a transaction for the Exploration or Development of the Property) that is not in the ordinary course of its business;
- (g) the provision of any loan by the Company to any person except in the ordinary course of the Company's business;
- (h) the Company entering into or becoming liable under any guarantee or indemnity or similar arrangement under which the Company may incur liability in respect of the financial obligation of any other person;
- (i) except as expressly provided for in this Agreement, the allotment, issue, amortization, redemption or repurchase of shares in the capital of the Company and any repayment of capital by the Company to any of the Shareholders, or the granting of an option or right to subscribe for or convert any instrument into shares in the capital of the Company or the granting of or the issue of any instrument convertible into shares;
- (j) the subscription by the Company for, or purchase by the Company of, shares in or debentures of or of any other equity participation in any body, corporate or business, or the entering into of any partnership or joint venture by the Company;
- (k) any exchange of the Company's debts for Shares;
- (l) a split of or consolidation of the Company's Shares;
- (m) any change of the Financial Year End;
- (n) except for Project Security, the grant or creation of any Encumbrance in, on or over the Company or its Assets which is not in the ordinary course of its business;
- (o) the Transfer of all or substantially all of the Assets of the Company or any Transfer of any Asset of the Company which is not in the ordinary course of its business;
- (p) except as expressly contemplated by this Agreement, the provision of financial assistance to a Shareholder or an Affiliate of a Shareholder;
- (q) the approval of the remuneration of Directors and syndics and the granting of any employee stock option or incentive plan;
- (r) the making by the Company of investments other than investments in or for the purposes of the Business;
- (s) the application for, or withdrawal of, registration by the Company of equity or debt securities for public offerings;
- (t) the execution or filing an *acuerdo preventivo extrajudicial*, a *concurso preventivo*, a *propia quiebra* or other insolvency proceeding under any applicable Law;
- (u) the institution, defence, compromise or settlement of any court or arbitral proceedings which might reasonably be expected to result in the Company incurring liabilities, losses, damages, costs or expenses (including legal costs) in

excess of two million dollars (\$2,000,000), such amount to be adjusted annually by reference to the United States Consumer Price Index (all items) published by the US Bureau of Labor Statistics; and

- (v) any other matter or thing requiring a Special Resolution under this Agreement.

7.2 Changes in Percentage Interests

A Shareholder's Percentage Interest will be changed as provided for in this Agreement including as follows:

- (1) as provided in section 7.6; or
- (2) upon an election by a Shareholder pursuant to sections 7.4 and 9.2 to contribute less to an adopted Program and Budget than the percentage reflected by its Percentage Interest; or
- (3) in the event of default by a Shareholder in making its agreed-upon contribution to an adopted Program and Budget, followed by an election by the other Shareholder to invoke section 7.5(2); or
- (4) as provided in section 10.11;
- (5) as provided in section 10.12;
- (6) as provided in section 10.15;
- (7) as provided in section 10.22; or
- (8) upon the Transfer by a Shareholder of all or less than all of its Interest in accordance with section 16.

7.3 Additional Cash Contributions

Subject to any election permitted by section 7.4, the Shareholders must contribute capital in proportion to their respective Percentage Interests to all Approved Programs and Approved Budgets. If a Shareholder fails to contribute to any Approved Program and Approved Budget in at least the amount required to maintain its Percentage Interest equal to or greater than ten percent (10%), section 7.6 will apply.

7.4 Voluntary Reduction in Percentage Interest

A Shareholder may elect, in the manner provided in section 9.2, to limit its contributions to an Approved Program and Approved Budget as follows:

- (1) to some lesser amount than its respective Percentage Interest; or
- (2) by not contributing any amount to the adopted Program and Budget.

If a Shareholder elects, as permitted by this section 7.4, to contribute to an Approved Program and Approved Budget some lesser amount than its proportionate share of such Approved Program and Approved Budget based on its Percentage Interest, or not to contribute any amount, and the other Shareholder elects to contribute the shortfall amount, then as long as the Company carries out the Approved Program and the Approved Budget the Percentage Interest of the Shareholder electing to contribute a lesser amount or not at all will be recalculated at the time of election to equal the result obtained by dividing:

- (3) the sum of:

- (a) the agreed value of the Shareholder's Initial Contribution under section 5.5(2), plus
 - (b) the total of all of the Shareholder's other Contributions, plus
 - (c) the amount, if any, the Shareholder elects to contribute to the adopted Program and Budget;
- (4) by the sum of paragraphs (a), (b) and (c) above for both Shareholders and then multiplying the result by one hundred.

The Percentage Interest of the other Shareholder will thereupon become the difference between one hundred percent (100%) and the recalculated Percentage Interest.

7.5 Default in Making Contributions

- (1) If a Shareholder defaults in making a contribution required by an approved Program and Budget in respect of which it has elected to contribute in accordance with section 9.2, then the non-defaulting Shareholder may, in addition to all other rights and remedies available to it, advance the defaulted contribution on behalf of the defaulting Shareholder and treat the same, together with any accrued interest, as a demand loan to the defaulting Shareholder, bearing interest from the date of the advance at the rate provided in section 11.4. The failure to repay the loan upon demand will be a default. A non-defaulting Shareholder may elect any applicable remedy under section 7.5(2) or any other rights and remedies available to such Shareholder at law or in equity. All such remedies will be cumulative and, except as otherwise provided in this Agreement, the election of one or more remedies will not waive the election of any other remedies.
- (2) If a Shareholder defaults in making a contribution as required under this Agreement (which, for certainty, includes the failure to repay a loan upon demand in accordance with section 7.5(1)), then the non-defaulting Shareholder may, on not less than twenty (20) Business Days prior notice to the defaulting Shareholder of its intention to exercise its rights under this section 7.5(2), elect with respect to any such default not cured within such twenty (20) Business Day notice period either:
 - (a) to have the defaulting Shareholder's Percentage Interest reduced in accordance with section 7.5(3); or
 - (b) to exercise its rights pursuant to section 7.5(4).
- (3) If the non-defaulting Shareholder elects pursuant to section 7.5(2) to have the defaulting shareholder's Percentage Interest reduced then such Percentage Interest will be reduced by a percentage equal to the percentage that is calculated in accordance with section 7.4, multiplied by one and a half (1.5). For the avoidance of doubt, in calculating the reduction in the Percentage Interest of a defaulting Shareholder pursuant to this section 7.5(3), if the percentage reduction of the defaulting Shareholder's Percentage Interest under section 7.4 is five percentage points (5.0%), then, upon election of the non-defaulting Shareholder to exercise its rights under this section 7.5(3), the Percentage Interest of the defaulting Shareholder will be permanently reduced by seven and a half percentage points (7.5%). Amounts treated as a loan pursuant to section 7.5(1) and interest thereon will be included in the calculation of the defaulting Shareholder's reduced Percentage Interest. The non-defaulting Shareholder's Percentage Interest will, at such time, become the difference between one hundred percent (100%) and the further reduced Percentage Interest. Such reductions will be effective as of the date of the default. Notwithstanding anything in this section 7.5(3) to the contrary, in no event may a Shareholder's Percentage Interest be reduced to less than ten percent (10%) by reason of the operation of this section 7.5(3).

- (4) On the date on which a defaulting Shareholder's Percentage Interest is reduced to ten percent (10%) by reason of the operation of this section 7.5 then:
- (a) at the request of the non-defaulting Shareholder the Company, in accordance with sections 20.9 to 20.12 (inclusive), must, at the cost and expense of the defaulting Shareholder, engage an Independent Expert to determine the fair market value of the Interest of the defaulting Shareholder;
 - (b) within twenty (20) Business Days after the fair market value of the Interest of the defaulting Shareholder has been determined by an Independent Expert, the non-defaulting Shareholder will have an option to purchase and take a Transfer of that Interest by giving notice to that effect to the defaulting Shareholder and the Company at a price equal to ninety percent (90%) of the fair market value of the Interest of the defaulting Shareholder;
 - (c) where there is more than one non-defaulting Shareholder, the option granted under section 7.5(4)(b) will be exercisable by all or any one or more of the non-defaulting Shareholders and those who exercise it must purchase and take a Transfer of the Interest of the defaulting Shareholder and be liable for the purchase price as between them in proportion to their Interests inter se or in such other proportions as they may agree;
 - (d) concurrently with the completion of the Transfer of the defaulting Shareholder's Interest to the non-defaulting Shareholder, the non-defaulting Shareholder must pay the purchase price (referred to in section 7.5(4)(b)) to the Company; and
 - (e) the purchase price (referred to in section 7.5(4)(b))) must be applied by the Company:
 - (i) in payment of all costs, expenses, Taxes and other imposts in connection with the Transfer of the defaulting Shareholder's Interest to the non-defaulting Shareholder (including the costs and expenses of determination of the fair market value of the defaulting Shareholder's Interest);
 - (ii) in payment to the non-defaulting Shareholder of any loan advanced by the non-defaulting Shareholder to the defaulting Shareholder pursuant to section 7.5(1), together with interest from the date of the advance at the rate provided in section 11.4; and
 - (iii) by payment of the balance (if any) to the defaulting Shareholder.
- (5) To the extent permitted by applicable Law, each Shareholder, in the event that it becomes a defaulting Shareholder, hereby irrevocably appoints and constitutes the Company its true and lawful attorney in the name of and on behalf of the defaulting Shareholder to act for it and in its name or the name of the Company (as the Company considers fit) for the purpose of doing all matters, acts and things and signing, executing and delivering all deeds, documents, instruments and assurances as may be necessary or desirable to be done or signed, executed or delivered by the defaulting Shareholder solely for the purpose of enabling the Transfer of the defaulting Shareholder's Interest to the non-defaulting Shareholder and the Company to carry out its functions and perform its duties and obligations under this section 7.5(4).

7.6 Adjustments to Shareholding Percentage and Loans

- (1) Without prejudice to the other terms of this Agreement, if and whenever the Shareholding Percentage of any Shareholder exceeds its Percentage Interest, then the Shareholders must (for nominal consideration only) and otherwise in accordance with section 4.4:

- (a) procure:
 - (i) the prompt issue by the Company of Shares to the relevant Shareholder; or
 - (ii) the prompt transfer of Shares as between the Shareholders; or
 - (iii) that a combination of the actions described in section 7.6(1)(a)(i) and section 7.6(1)(a)(ii) is promptly undertaken,

such that, following the completion of such issues or transfers or a combination of such issues and transfers, the Shareholding Percentage of each Shareholder is (as nearly as may be achievable) equal to each Shareholder's Percentage Interest; and

- (b) procure the prompt transfer to the other Shareholder by the Shareholder whose Shareholding Percentage exceeds its Percentage Interest an amount of the Loans owed to such Shareholder by the Company such that the total amount of all Loans owed by the Company to and held by each Shareholder is (expressed as a percentage) equal to each Shareholder's Percentage Interest.
- (2) Prior to the completion of any transfers contemplated by section 7.6(1), the rights and obligations of the Shareholders under this Agreement will be determined in all respects as if such transfers had been completed.

7.7 Elimination of Minority Interest; Royalty

- (1) If in accordance with this Agreement the Percentage Interest of a Shareholder is reduced to less than ten percent (10%) other than as a result of a Transfer permitted by this Agreement, such Shareholder must promptly (and in any event within five (5) Business Days) surrender its Interest to the Company, for cancellation, and release the Company from liability in respect of any Loans owed to such Shareholder, and in exchange for such Interest the surrendering Shareholder will be entitled to a two percent (2%) net smelter returns royalty (a "**Royalty Interest**") on Products produced and sold from the Property on the terms and conditions set out in the Royalty Agreement. Any Interest not so surrendered prior to the expiration of such five (5) Business Day period will be deemed cancelled, released and no longer outstanding (but without prejudice to the obligation of the Company to enter into the Royalty Agreement).
- (2) Upon surrender by a Shareholder of all of its Interest or the cancellation and release of such Interest in accordance with section 7.7(1), such Shareholder thereafter will have no Percentage Interest in the Company and will have no voting rights under this Agreement (other than those required by Law) or any interest in the Company, the Property or the Assets, other than the Royalty Interest.
- (3) Any Tax imposed on the surrender by a Shareholder of all of its Interest or the deemed cancellation and release of such Interest and the grant to that Shareholder of the Royalty Interest in accordance with section 7.7(1), must be borne by such Shareholder.

8. BOARD

8.1 Authority of Board of Directors

- (1) The Board will exercise authority with respect to all matters in connection with the Company. Without limiting the foregoing, the Board will be responsible for the management of the Business and will determine overall policies, objectives, procedures, methods and actions of the Company.

- (2) Without limiting section 8.1(1), the Board will have the powers and authority set out in the Articles and applicable Law. The Articles may contain other rules applicable to the Board as long as such rules are consistent with this Agreement.

8.2 Directors

- (1) The Board will have a maximum of five (5) Directors.
- (2) Subject to sections 8.2(4) and 8.2(4), each Shareholder having a Percentage Interest of twenty percent (20%) or more is entitled to nominate, have elected and replace from time to time, a number of Directors equivalent to the number of percentage points of its Percentage Interest divided by twenty (20). Fractions in the number of Directors are to be disregarded in this calculation.
- (3) The Shareholder who has the largest Percentage Interest is entitled to nominate, have elected and replace from time to time, an additional Director in addition to the Director or Directors it is entitled to nominate and have elected pursuant to section 8.2(2)
- (4) For the purpose of determining a Shareholder's Percentage Interest under section 8.2(2), the shareholding of the Shareholder and its Affiliates will be aggregated and such aggregate Percentage Interest will confer upon such Shareholders collectively (acting through one or more of such Shareholders) the rights set out in section 8.2(2).
- (5) A Shareholder will be entitled to remove a Director nominated by it and no Shareholder may take any action to remove a Director not nominated by it unless requested to do so by the relevant nominating Shareholder.
- (6) The Shareholders must nominate the individual(s) it wishes to be elected by the Shareholders as Directors in accordance with its entitlement pursuant to section 8.2(2), by notice in writing to the Company from an authorised signatory of that Shareholder and the Shareholders must procure that any such individual(s) is (or are) nominated as Directors in accordance with applicable Law promptly following such nomination.
- (7) Each Shareholder must endeavour to provide the other Shareholders with reasonable advance notice of the identity of any person whom it proposes to nominate as a Director.
- (8) Each Director will hold office until his or her successor is elected by the relevant nominating Shareholder in a meeting of the Shareholders and takes office.
- (9) Subject to applicable Law, a Director nominated by a Shareholder may take into account the interests of that Shareholder and may act on the directions of that Shareholder in performing any of his or her duties or exercising any power, right or discretion as a Director, except in any particular case where no honest and reasonable director could have formed the view that, in so doing, the Director was acting in good faith in the best interests of the Company.
- (10) Subject to applicable Law, each Shareholder who is entitled to nominate a Director may appoint any person, either for a stated period or until the happening of a specified event, to act as an alternate Director whenever the Director is unable to attend to duties as a Director as a result of absence, illness or otherwise. Any such appointment must be in writing and signed by the appointing Shareholder and a copy of the instrument of appointment must be given to the Company and to the other Shareholder. Subject to applicable Law, a person acting as an alternate Director will be entitled to exercise all of the rights of the Director for whom that person was appointed as an alternate Director (including the right to receive notice of Board Meetings and to attend and vote at Board Meetings at which, the Director for whom that person was appointed as an alternate Director, is not present) and will, subject to any restrictions set out in the instrument of appointment, be entitled to exercise all the powers (except the power to appoint an

alternate Director) and perform all the duties of the Director for whom that person was appointed as an alternate Director.

- (11) Without limiting any other provision of this section 8.2, after the expiration of the term of a Director (as set out in this section 8.2) the Shareholder that nominated that Director will, at any ordinary meeting of the Shareholders at which Directors are to be elected to the Board, be entitled to nominate a new Director and appoint any person to act as an alternate Director. No failure to elect a Director at an annual or special meeting of the Shareholders will prevent a Shareholder from thereafter nominating a Director to fill such vacancy or will constitute a waiver of such Shareholder's rights under this section 8.2. Directors and their respective alternates may be re-elected by their respective nominating Shareholder.
- (12) Subject to this section 8.2, the nomination, removal, resignation and replacement of Directors and alternate Directors will occur in accordance with the Articles and applicable Law.

8.3 Chair and Secretary of the Board

- (1) During the term of this Agreement, the Shareholder who holds the largest Percentage Interest may appoint, remove or replace (as the case may be) the Chair of the Board and the secretary of the Board (who may or may not be a member of the Board).
- (2) If the Chair of the Board is not present at any Board Meeting, then the Board Meeting will be chaired by a Director nominated by the Shareholder who holds the largest Percentage Interest.
- (3) The Chair of the Board will have a casting vote on any matter.

8.4 Board Meetings

- (1) Board Meetings must be held not less than once every three (3) months, or with such other frequency as may be agreed from time to time by the Shareholders.
- (2) Subject to the Articles, Board Meetings may be called at any time by any Director. All Board Meetings must be called by a Director or by a person so authorized by applicable Law. No call will be necessary if all the Directors are present at any Board Meeting. Calls of a Board Meeting must be delivered to each Director and his or her respective alternate, if any, to the address registered with the Company at least ten (10) Business Days prior to the date scheduled for the Board Meeting. The meeting may be held without prior notice, if all of the Directors or their respective alternates are present at the time of voting and waive the requirements of prior call under this section 8.4(2). In case of emergency, reasonable notice of a special Board Meeting will suffice.
- (3) Each notice of a call of a Board Meeting must be in writing and contain, among other things, the place, date and time of the Board Meeting and an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting and must be accompanied by any relevant papers for discussion at that Board Meeting. Unless otherwise agreed by each of the Directors, a meeting of the Board may only resolve matters specifically described in the agenda.
- (4) The Chair must cause written minutes of all meetings to be prepared and distributed to the Directors within ten (10) Business Days after the relevant Board Meeting. The Directors will have ten (10) Business Days from the date of receipt of a copy of the minutes to raise objections or to request revisions to the minutes by notice to the Chair. If no such objection or request is made by a Director within such ten (10) Business Day period, such minutes will be binding on the Directors and the Board. If a Director raises objections or requests revisions to the minutes, that Director must provide in writing a

reasonable alternative to the provisions in the minutes distributed by the Chair and the Directors must attempt to revise the minutes, taking into account the objections or comments raised and the alternative provisions proposed. If the Shareholders do not agree on the minutes of the Board Meeting within fourteen (14) Business Days after receipt of the notice from the objecting Director, then the minutes of the meeting as prepared by the Chair together with the proposed changes submitted by the objecting Director will collectively constitute the record of the meeting.

- (5) Each Shareholder must bear all travelling and other expenses incurred by any Director nominated by it in attending and returning from meetings of the Board and performing his or her duties as a Director.
- (6) Subject to the Articles, the quorum for Board Meetings must comprise at least one Director nominated by each Shareholder entitled to appoint one or more Directors under section 8.2. Each Shareholder must use its reasonable efforts to ensure that a Director nominated by it attends each meeting of the Board and that a quorum is present throughout the meeting.
- (7) If a quorum is not present within two (2) hours of the scheduled time for a Board meeting, then the meeting must be adjourned to the same day of the second following week at the same time and the same place, or as may otherwise be agreed by all of the Directors, as long as it takes place not later than ten (10) Business Days after the initially scheduled meeting. Each Director must be notified of the time, date and place of the adjourned meeting as soon as practicable. Unless otherwise approved by all of the Directors, if a quorum is not present within two (2) hours of the rescheduled time for the meeting, then the Directors then present will constitute a quorum.
- (8) Directors may participate in Board Meetings by video or telephone conference call and such participation will be deemed to constitute presence in person at such meeting.

8.5 Voting

- (1) Each Director may vote on any action or resolution proposed at any Board Meeting unless the Director is prohibited from voting on that matter by the Articles or applicable Law.
- (2) Except as otherwise provided in this Agreement, all decisions of the Board will be decided by a simple majority of the votes cast ("**Ordinary Resolution**"). Each Director nominated by a Shareholder and attending a Board Meeting will be entitled to cast one (1) vote.
- (3) No Shareholder or Director nominated by a Shareholder will have the power or authority in its individual capacity to bind the Company. All documents and instruments executed on behalf of the Company must be signed by the Chair or an officer, employee or agent of the Company to whom the Board has delegated the necessary general or specific authority.

8.6 Delegation

Subject to approval by the Board by Ordinary Resolution and applicable Law, the Board may delegate the power and authority for the management of the business and affairs of the Company to the CEO and to other officers of the Company, except for any matter which pursuant to the terms of this Agreement expressly requires action by the Board.

8.7 Initial Board Resolutions

The Shareholders must procure that on the Effective Date a duly convened meeting of the Board is convened and held at which a quorum is present and acting throughout at which the following matters are approved in accordance with this Agreement:

- (1) KPMG are appointed as the Auditors of the Company;
- (2) if not already the case, June 30 is adopted as the Financial Year End of the Company;
- (3) the appointment of a chief executive officer as nominated by South32;
- (4) the signatories of all bank accounts maintained by the Company are changed to the CEO and one other senior employee approved by the Board at such Board Meeting with, in each case, signing authority approved by the Board at such Board Meeting; and
- (5) any existing powers of attorney of the Company are revoked.

For certainty, none of the foregoing matters or any modification of any of the foregoing matters will require the passing of a Special Resolution.

8.8 Relevant Transactions

- (1) Sections 8.8(2) to 8.8(4) will apply in respect of Relevant Transactions.
- (2) The Company is permitted, without the prior approval of the Shareholders, to enter into Relevant Transactions, but each Relevant Transaction must be:
 - (a) at a competitive market price;
 - (b) on commercial terms comparable to what would be agreed between unrelated parties; and
 - (c) promptly disclosed to the Shareholders.
- (3) Subject to applicable Law, each Director may vote on any Relevant Transaction. If a Shareholder considers that a Relevant Transaction does not meet the criteria of section 8.8(2), then it may give notice to the Company and the other Shareholders, and the following provisions will apply:
 - (a) the notice must be given within twenty (20) Business Days of the Relevant Transaction being disclosed to the Shareholder and must include reasons why the Shareholder believes the Relevant Transaction does not meet the criteria of section 8.8(2);
 - (b) the Relevant Transaction must be discussed at the next Board Meeting;
 - (c) if a Shareholder is not satisfied with the discussion on the Relevant Transaction at that Board Meeting, it must give notice to the other Shareholder and the Board within five (5) Business Days after that meeting, and the Shareholders will appoint an Independent Expert appointed in accordance with sections 20.9 to 20.13 to assess whether or not the Relevant Transaction meets the criteria in section 8.8(2);
 - (d) if the Independent Expert finds that the Relevant Transaction does not meet the criteria in section 8.8(2), then that Relevant Transaction will not be void, however, the Shareholder that is a party to the Relevant Transaction (or whose Affiliate is a party to the Relevant Transaction) will be liable for any loss caused

to the Company as a result of the departure from the criteria in section 8.8(2); and

- (e) notwithstanding the finding of the Independent Expert, the Company will bear all the costs of the Independent Expert.
- (4) At the request of a Shareholder, the Company and the other Shareholders will provide that Shareholder with information reasonably necessary to satisfy that the Relevant Transaction meets the criteria in section 8.8(2).

8.9 Disqualification

Notwithstanding section 8.8(3), the Directors nominated by the RT Shareholder will be entitled to attend but will not be entitled to vote on any matter at any meeting of the Board if the matter to be discussed at the relevant meeting relates to the breach, termination or amendment of the terms and conditions agreed between the Company and the RT Shareholder in respect of the Relevant Transaction.

9. PROGRAMS AND BUDGETS

9.1 Programs & Budgets for Financial Year

- (1) Within ten (10) Business Days after the Effective Date, the Company must submit to the Board the first proposed Program and Budget for the Company in respect of the remainder of the Financial Year and the Board of Directors must, within twenty (20) Business Days thereafter meet in order to consider and vote on that Program and Budget.
- (2) Forty (40) Business before the commencement of each Financial Year thereafter, the Company must prepare and submit to the Board, for approval, a draft Program and Budget for the Company for that Financial Year.
- (3) The Board of Directors must consider and vote on each Program and Budget at least twenty (20) Business Days before the commencement of the Financial Year. Approval of a Program and Budget constitutes authority for the Company and the CEO to undertake all relevant action and incur all approved expenditure for that Program and Budget.
- (4) The Company may, if circumstances require it, prepare a revised or supplementary Program and Budget and submit it to the Board for approval.
- (5) If Board fails to approve a Program and Budget at a meeting called to consider a proposed Program and Budget at which a quorum is present:
 - (a) after the expiration of the current Approved Program and Approved Budget and until a new Program and Budget is approved by the Board, the Company must conduct Operations and incur expenditure necessary to preserve the Assets;
 - (b) such Operations must be funded by the Shareholders making additional capital contributions to the Company in proportion to their respective Percentage Interests at the time the preceding Approved Program and Approved Budget expired; and
 - (c) the Company must promptly prepare and submit to the Board a revised proposed Program and Budget, taking into account any instructions from the Board.

9.2 Election to Participate

- (1) By notice to the Company and the other Shareholder within twenty (20) Business Days of the approval of a Program and Budget by the Board, a Shareholder may elect to contribute (in the manner determined by the Board in accordance with section 11.2) to such Approved Program and Approved Budget in an amount equal to its Percentage Interest or in some lesser amount than its respective Percentage Interest, or may elect not to contribute any amount, in which cases its Percentage Interest must be recalculated as provided in section 7.4. If a Shareholder fails to make such an election within such twenty (20) Business Day period, then the Shareholder will be deemed to have elected not to contribute to such Approved Program and Approved Budget in any amount.
- (2) If a Shareholder elects pursuant to section 9.2(1) not to contribute to an Approved Program and Approved Budget or to contribute in some lesser amount than its respective Percentage Interest, then the other Shareholder may, within ten (10) Business Days of the twenty (20) Business Day period referred to in section 9.2(1), elect to withdraw its votes in favor of the Approved Program and Approved Budget and if such withdrawal results in fewer votes in favor of the Approved Program and Approved Budget than are required to adopt it, to require a new vote on the proposed Program and Budget.

9.3 Operations Pursuant to Programs and Budgets

Subject to section 9.5, Operations must be conducted, expenditure must be incurred, and Assets must be acquired only pursuant to Approved Programs and Approved Budgets. Each Program and Budget approved by the Board must budget and provide for reasonably anticipated Environmental Compliance expenses for all Operations contemplated under the Program and Budget.

9.4 Budget Overruns

The Company must immediately notify the Board of any material departure from an Approved Program and Approved Budget. Overruns of ten percent (10%) or less of the amount of an Approved Program and Approved Budget must be borne by those Shareholders who elected to contribute to that Approved Program and Approved Budget in proportion to their respective Percentage Interests as of the time the overrun occurs. Subject to section 9.5, overruns of more than ten percent (10%) of an Approved Budget may only be authorized by the Board.

9.5 Emergency or Unexpected Expenditures

In case of emergency, the Company may take any reasonable action it deems necessary to protect life, limb or property, to protect the Assets or to comply with applicable Law. The Company must promptly notify the Shareholders of the emergency. The cost incurred in responding to the emergency must be funded by those Shareholders who elected to contribute to the then current Approved Program and Approved Budget by making additional capital contributions to the Company in proportion to their respective Percentage Interests at the time the emergency expenditures are incurred.

10. FUNDING BY SOUTH32**10.1 Application of Section 10**

The Parties acknowledge and agree that:

- (1) if in the Earn-In Exercise Notice given by South32 under the Earn-In Agreement, South32 undertook to fund a Pre-Feasibility, sections 10.2 to 10.23 (inclusive) will be operative and of full force and effect ("**Earn-In PFS Election**"); and

- (2) if in the Earn-In Exercise Notice given by South32 under the Earn-In Agreement, South32 did not undertake to fund a Pre-Feasibility, sections 10.2 to 10.23 (inclusive) will not become operative and section 11 will apply to each Shareholder with effect from the Effective Date.

10.2 Pre-Feasibility Study

- (1) If South32 has made the Earn-In PFS Election then:
 - (a) subject to section 10.2(1)(b), South32 must cause the Company to complete and deliver the Pre-Feasibility Study to MAI on or before the fifth anniversary of the Effective Date ("**PFS Period**");
 - (b) during the PFS Period South32 will cause the Company to complete and deliver the Pre-Feasibility Study through Approved Programs and Approved Budgets ("**PFS Approved Programs and Approved Budgets**"); and
 - (c) during the PFS Period South32 will contribute funds to the Company (in accordance with section 11) to fund the expenditures to be incurred pursuant to the PFS Approved Programs and Approved Budgets in an amount not less than the PFS Funding.
- (2) The Parties agree that if the Company or South32 is prevented or precluded from, or materially hindered or impeded in, carrying out PFS Approved Programs and Approved Budgets by events or circumstances beyond the Company's or South32's (or both as the case may be) reasonable control then the PFS Period will be extended by a period equivalent to the period in which the Company or South32 (or both as the case may be) was prevented or precluded from, or materially hindered or impeded in, carrying out PFS Approved Programs and Approved Budgets or such longer period as is reasonable in the circumstances. For certainty, any failure of South32 to comply with its obligations under section 10.2(1)(c) will not constitute for the purposes of this section 10.2(2) an event or circumstance which prevented or precluded, or materially hindered or impeded the Company or South32 (or both as the case may be) from carrying out PFS Approved Programs and Approved Budgets.
- (3) South32 must give notice to the Company and MAI of any extension to the PFS Period under section 10.2(2) as soon as is practicable. Such notice must:
 - (a) specify events or circumstances beyond the Company's or South32's (or both as the case may be) reasonable control which have prevented or precluded, or materially hindered or impeded, the Company or South32 from carrying out PFS Approved Programs and Approved Budgets;
 - (b) describe the actions and measures to be undertaken or implemented by the Company or South32 (or both, as the case may be) to overcome or minimise the delay described in section 10.2(3)(a); and
 - (c) specify the estimated date or estimated period by or within which the Company or South32 (or both, as the case may be) will undertake or implement the actions and measures described in section 10.2(3)(b).
- (4) Until South32 has contributed funds to the Company (in accordance with section 11) to fund the expenditures to be incurred pursuant to the PFS Approved Programs and Approved Budgets in an amount not less than the PFS Funding, the Parties acknowledge and agree that:

- (a) all funds required to be contributed by the Shareholders pursuant to section 11 must be contributed by South32 on behalf of the Shareholders and all such funding will be taken to be PFS Funding;
 - (b) MAI will not be required to contribute funds to the Company in accordance with section 11; and
 - (c) section 7.5 and section 11 will not apply to MAI.
- (5) Upon completion of the Pre-Feasibility Study by the Company, the Company must deliver a copy of the Pre-Feasibility Study to South32 and MAI and the Company must concurrently convene a meeting of the Board to consider whether or not to approve the Pre-Feasibility Study.
- (6) Upon receipt of a copy of the Pre-Feasibility Study, South32 must promptly convene a meeting of the South32 Board to consider whether or not to approve the Pre-Feasibility Study. Within five (5) Business Days after the date on which the South32 Board meets to consider whether or not to approve the Pre-Feasibility Study South32 must give notice to the Company and MAI specifying whether or not the South32 Board has approved the Pre-Feasibility Study.

10.3 South32 Option

With effect from the Pre-Feasibility Study Approval Date, the Company and MAI grants to South32 the sole, exclusive and irrevocable right for South32 to either:

- (1) subscribe for from the Company, be issued and to acquire (in the manner specified in section 10.4 to section 5.7 inclusive) that number of Shares in the capital of the Company that is equal to thirteen point two two percent (13.22%) of the Existing Shares (after the subscription for such Shares) free and clear of any Encumbrance; and
- (2) to have MAI sell, assign and transfer to South32, and to purchase and accept the assignment and transfer of (in the manner specified in section 10.4 to section 5.7 inclusive) six point six eight percent (6.68%) of the Existing Shares (after the subscription for Shares referred to in section 10.3(1)) free and clear of any Encumbrance ("**MAI Transferred Shares**"); or
- (3) if South32 by the South32 Option Exercise Notice elects and undertakes to fund a Bankable Feasibility Study, subscribe for from the Company, be issued and to acquire (in the manner specified in section 10.4 to section 5.7 inclusive) that number of Shares in the capital of the Company that is equal to nineteen point nine percent (19.9%) of the Existing Shares (after the subscription for such Shares) free and clear of any Encumbrance,

such that:

- (4) where sections 4.1(1)(a) and 10.3(2) apply, upon the issue of the South32 Option Shares and upon South32 taking an assignment and transfer of the MAI Transferred Shares South32 will, immediately after Completion, be the registered, legal and beneficial owner, in aggregate, of seventy percent (70%) of the then Existing Shares; or
- (5) where section 4.1(1)(c) applies, upon the issue of the South32 Option Shares South32 will, immediately after Completion, be the registered, legal and beneficial owner, in aggregate, of seventy percent (70%) of the then Existing Shares,

("South32 Option").

10.4 Exercise of South32 Option

South32 may, on or before that date which is twenty (20) Business Days after the Pre-Feasibility Study Approval Date give the Company and MAI a notice (“**South32 Option Exercise Notice**”) by which South32:

- (1) South32 confirms its exercise of the South32 Option;
- (2) either:
 - (a) elects to pay the South32 Option Price to MAI at the time of the Completion; or
 - (b) undertakes to fund a Bankable Feasibility Study in accordance with section 10.3; and
 - (c) in either case, states its intention to complete the subscription for the South32 Option Shares,

all in accordance with sections section 10.5 to section 5.7 inclusive.

10.5 Completion

The subscription for the South32 Option Shares by South32, and if applicable, the assignment and transfer of the MAI Transferred Shares to South32 contemplated by the exercise of the South32 Option will be completed within twelve (12) Business Days after the date on which South32 gives the South32 Option Exercise Notice at the offices of the Company or on or at such other date, time or location as may be agreed upon in writing by the Company and South32.

10.6 Obligations of the Company and MAI Prior to Completion

If South32 gives an Option Exercise Notice to the Company and MAI in accordance with section 5.2(6), then, subject to the performance by South32 of its obligations under section 10.7, prior to or concurrent with Completion:

- (1) MAI must:
 - (a) waive any preferential, pre-emptive or similar rights that it may have to subscribe for the South32 Option Shares or, if applicable, to take an assignment and transfer of the Transferred Shares (whether before or on the Completion Date); and
 - (b) without limiting section 5.4(1)(a), vote the Existing Shares held by it to pass all required resolutions:
 - (i) for the issuance of the South32 Option Shares and for the right for South32 to subscribe for the South32 Option Shares; and
 - (ii) if applicable, for the authorization and approval of the assignment and transfer of the MAI Transferred Shares by MAI to South32;
- (2) MAI and the Company must take all corporate (including action required by or of the Board) and legal action necessary to:
 - (a) permit the Company to issue the South32 Option Shares to South32 in accordance with its Charter Documents and applicable Law; and

- (b) if applicable, permit the assignment and transfer of the MAI Transferred Shares by MAI to South32 including in accordance with the Charter Documents of the Company and applicable Law;
- (3) the Company must, and MAI must cause the Company to the extent it is able, to issue the South32 Option Shares;
- (4) the Company must prepare and issue share certificates in the name of South32 representing the South32 Option Shares ("**South32 Option Share Certificates**"); and
- (5) record the issue of the South32 Option Shares and, if applicable, the assignment and transfer of the MAI Transferred Shares on the share ledger or register of members (as applicable) of the Company.

10.7 South32 Option Price and Documents to be Delivered by South32

South32 must, subject to the performance by the Company and MAI of their respective obligations under sections 10.6 and 10.8, prior to or concurrent with Completion:

- (1) deliver to the Company the contribution rights then held by South32 that correspond to the Called Sums contributed by South32 on account of the PFS Funding; and
- (2) if South32 in the South32 Option Exercise Notice elected to pay the South32 Option Price, pay the South32 Option Price to MAI by way of wire transfer, certified cheque or other immediately available funds.

10.8 Documents to be Delivered by the Company and MAI

Prior to or concurrent with Completion, the Company or MAI (as the case may be) must deliver or cause to be delivered to South32:

- (1) evidence, in form and substance satisfactory to South32, of the issue of the South32 Option Shares to South32 by the Company, in accordance with the Company's Charter Documents and applicable Law;
- (2) a certified copy of the resolution of the board of directors of MAI approving the completion of the transactions contemplated by the exercise of the South32 Option and all documents, instruments and agreements required to be executed and delivered by a MAI at Completion;
- (3) certified copies of the resolutions of the Shareholders approving:
 - (a) the issuance of the South32 Option Shares, and the waiver by the Shareholders (other than South32) to subscribe for the South32 Option Shares or any portion of the South32 Option Shares;
 - (b) the right for South32 to subscribe for the South32 Option Shares; and
 - (c) the adoption of any other resolution pursuant to this Agreement necessary or desirable to give effect to the transactions contemplated by the exercise of the South32 Option;
- (4) the Share Certificates;
- (5) if applicable, duly executed instruments of transfer of the MAI Transferred Shares in favour of South32 together with the share certificates relating to the MAI Transferred Shares;

- (6) evidence, in the form required under applicable Law, of the recording, registration or entry (as the case may be) of the South32 Option Shares and, if applicable, the MAI Transferred Shares on the share ledger or register of members (as applicable) of the Company in the name of South32, in accordance with the Charter Documents of the Company and applicable Law; and
- (7) such further documents or instruments as may be contemplated by this Agreement or as South32 may reasonably require.

10.9 Certification of Completion

Subject to the performance by each Party of its obligations under sections 10.6, 10.7 and 10.8, at Completion each Party must execute a certificate by which each Party certifies that Completion has been completed.

10.10 MAI Transferred Shares

Subject to this Agreement and for greater certainty, the Parties acknowledge and agree that if South32 exercises the South32 Option such that South32 will take an assignment and transfer of the MAI Transferred Shares, then the assignment and transfer of the MAI Transferred Shares by MAI to South32 will take effect such that from and after the Completion Date all rights and advantages accruing to the MAI Transferred Shares, including any dividends or distributions declared, made or paid on or in respect of the Transferred Shares on or after the Completion Date will belong to South32.

10.11 Non-Exercise of South32 Option and MAI Termination Shares

- (1) If South32 has not given the South32 Option Exercise Notice to the Company and MAI within the twenty (20) Business Day period referred to in section 10.4, then the South32 Option will automatically terminate and be of no further and effect and:
 - (a) upon the date of termination of the South32 Option, the contribution rights then held by South32 that correspond to the Called Sums contributed by South32 on account of the PFS Funding will be automatically varied so that the Shares to which the holder of such contribution rights is entitled to be issued is two point two five percent (2.25%) of the Existing Shares (after the issue of Shares referred to in section 10.11(1)(c)); and
 - (b) promptly after the date of termination of the South32 Option, South32 must deliver to MAI and the Company a notice by which South32 notifies by public act (*acto público*) the transfer to MAI of the contribution rights referred to in section 10.11(1)(a); and
 - (c) upon delivery to MAI of the transfer notice referred to in section 10.11(1)(b) the contribution rights referred to in section 10.11(1)(a) will be converted into Shares and such Shares will be issued by the Company to MAI ("**MAI Termination Shares**"),

such that on completion of the foregoing matters:

- (d) South32 will be the registered, legal and beneficial owner, in aggregate, of forty nine percent (49%) of the Existing Shares after the issue of the MAI Termination Shares; and
- (e) MAI will be the registered, legal and beneficial owner, in aggregate, of fifty one percent (51%) of the Existing Shares after the issue of the MAI Termination Shares.

- (2) For certainty, upon termination of the South32 Option in accordance with section 10.11(1):
- (a) section 10.2(4) will immediately cease to be of any force or effect; and
 - (b) section 7.5 and section 11 will again apply to MAI and South32.
- (3) If the South32 Option is terminated in accordance with section 10.11(1) then prior to or concurrent with Completion:
- (a) South32 must:
 - (i) waive any preferential, pre-emptive or similar rights that it may have to subscribe for the MAI Termination Shares (whether before or on the Completion Date); and
 - (ii) without limiting section 10.11(3)(a)(i), vote the Existing Shares held by it to pass all required resolutions for the issuance of the MAI Termination Shares;
 - (b) each Shareholder and the Company must take all corporate (including action required by or of the Board) and legal action necessary to permit the Company to issue the MAI Termination Shares to MAI in accordance with its Charter Documents and applicable Law;
 - (c) the Company must issue, and South32 must cause the Company to the extent it is able to issue, the MAI Termination Shares;
 - (d) the Company must prepare and issue share certificates in the name of MAI representing the MAI Termination Shares ("**MAI Termination Share Certificates**");
 - (e) the Company must record the issue of the MAI Termination Shares on the share ledger or register of members (as applicable) of the Company;
 - (f) the Company must deliver to MAI:
 - (i) evidence, in form and substance satisfactory to MAI, of the issue of the MAI Termination Shares to MAI by the Company, in accordance with the Company's Charter Documents and applicable Law;
 - (ii) a certified copy of the resolution of the Board approving the issue of the MAI Termination Shares;
 - (iii) certified copies of the resolutions of the Shareholders approving the issuance of the MAI Termination Shares, and the waiver by the Shareholders (other than MAI) to subscribe for the MAI Termination Shares or any portion of the MAI Termination Shares; and
 - (iv) the MAI Termination Share Certificates;
 - (v) evidence, in the form required under applicable Law, of the recording or registration (as the case may be) of the MAI Termination Shares on the share ledger or register of members (as applicable) of the Company in accordance with the Charter Documents of the Company and applicable Law; and
 - (vi) such further documents or instruments as may be contemplated by this Agreement or as MAI may reasonably require.

- (4) Subject to the performance by each Party of its obligations under section 10.11(3) at Completion each Party must execute a certificate by which each Party certifies that Completion has been completed.

10.12 Contributions by Shareholders

The Parties acknowledge and agree that:

- (1) upon the Parties having certified in accordance with section 5.7 that Completion has been completed, each of South32 and MAI will be deemed to have contributed to the Company a Deemed Contribution in amounts which in aggregate equal the total amount of the PFS Funding and which, as allocated between them, will cause the Percentage Interest of South 32 to equal seventy percent (70%) and the Percentage Interest of MAI to equal thirty percent (30%), if their respective Percentage Interests were recalculated by dividing:
- (a) the amount of that Shareholder’s Initial Contribution specified in section 5.5(2); plus
 - (b) the total of all of that Shareholder’s other Contributions (which amount will exclude the total amount of the PFS Funding but will include the applicable Deemed Contribution under this section 10.12(1)),

by the sum of section 10.12(1)(a) and section 10.12(1)(b) for all Shareholders and then multiplying by one hundred;

By way of example and for illustrative purposes only:

Example 1

If the PFS Funding is \$41 million then the Deemed Contributions of the Parties calculated pursuant to this section 10.12(1) will be as follows:

- South32 Deemed Contribution to PFS Funding will be \$34.2804 million
- MAI Deemed Contribution to PFS Funding will be \$6.7196 million

Example 2

If the PFS Funding is \$50 million then the Deemed Contributions of the Parties calculated pursuant to this section 10.12(1) will be as follows:

- South32 Deemed Contribution to PFS Funding will be \$40.5814 million
- MAI Deemed Contribution to PFS Funding will be \$9.4196 million

- (2) where section 10.11 applies each of South32 and MAI will be deemed to have contributed to the Company a Deemed Contribution in amounts which in aggregate equal the amount of the PFS Funding, and which, as allocated between them, will cause the Percentage Interest of MAI to equal fifty-one percent (51%) and the Percentage Interest of South32 to equal forty-nine percent (49%), if their respective Percentage Interest were recalculated by dividing:
- (a) the amount of that Shareholder’s Initial Contribution specified in section 5.5(2); plus

- (b) the total of all of that Shareholder's other Contributions (which amount will exclude the total amount of the PFS Funding but will include the applicable Deemed Contribution under this section 10.12(2)),

by the sum of section 10.12(2)(a) and section 10.12(2)(b) for all Shareholders and then multiplying by one hundred.

By way of example and for illustrative purposes only:

Example 1

If the PFS Funding is \$41 million then the Deemed Contributions of the Parties calculated pursuant to this section 10.12(2) will be as follows:

- South32 Deemed Contribution to PFS Funding will be \$19.79628 million
- MAI Deemed Contribution to PFS Funding will be \$21.20372 million

Example 2

If the PFS Funding is \$50 million then the Deemed Contributions of the Parties calculated pursuant to this section 10.12(2) will be as follows:

- South32 Deemed Contribution to PFS Funding will be \$24.20628 million
- MAI Deemed Contribution to PFS Funding will be \$25.79372 million

10.13 Bankable Feasibility Study

- (1) The Parties acknowledge and agree that the operation of this section 10.13 is subject to South32 having made the South32 Option BFS Election.
- (2) If South32 has made the South32 Option BFS Election then:
 - (a) South32 must cause the Company to complete and deliver the Bankable Feasibility Study to MAI on or before that date which is the third anniversary of the date on which South32 made the South32 Option BFS Election ("**BFS Period**");
 - (b) during the BFS Period South32 will cause the Company to complete and deliver the Bankable Feasibility Study through Approved Programs and Approved Budgets ("**BFS Approved Programs and Approved Budgets**"); and
 - (c) during the BFS Period South32 will contribute funds to the Company (in accordance with section 11) to fund the expenditures to be incurred pursuant to the BFS Approved Programs and Approved Budgets ("**BFS Funding**").
- (3) The Parties agree that if the Company or South32 is prevented or precluded from, or materially hindered or impeded in, carrying out BFS Approved Programs and Approved Budgets by events or circumstances beyond the Company's or South32's (or both as the case may be) reasonable control then the BFS Period will be extended by a period equivalent to the period in which the Company or South32 (or both as the case may be) was prevented or precluded from, or materially hindered or impeded in, carrying out BFS Approved Programs and Approved Budgets or such longer period as is reasonable in the circumstances. For certainty, any failure of South32 to comply with its obligations under section 10.13(2)(c) will not constitute for the purposes of this section 10.13(3) an event or circumstance which prevented or precluded, or materially hindered or impeded the

Company or South32 (or both as the case may be) from carrying out BFS Approved Programs and Approved Budgets.

- (4) South32 must give notice to the Company and MAI of any extension to the BFS Period under section 10.13(3) as soon as is practicable. Such notice must:
- (a) specify events or circumstances beyond the Company's or South32's (or both as the case may be) reasonable control which have prevented or precluded, or materially hindered or impeded, the Company or South32 from carrying out BFS Approved Programs and Approved Budgets;
 - (b) describe the actions and measures to be undertaken or implemented by the Company or South32 (or both, as the case may be) to overcome or minimise the delay described in section 10.13(4)(a); and
 - (c) specify the estimated date or estimated period by or within which the Company or South32 (or both, as the case may be) will undertake or implement the actions and measures described in section 10.13(4)(b).
- (5) Until South32 has contributed funds to the Company (in accordance with section 11) to fund the expenditures to be incurred pursuant to the BFS Approved Programs and Approved Budgets, the Parties acknowledge and agree that:
- (a) all funds required to be contributed by the Shareholders pursuant to section 11 must be contributed by South32 on behalf of the Shareholders and all such funding will be taken to be BFS Funding;
 - (b) MAI will not be required to contribute funds to the Company in accordance with section 11; and
 - (c) section 7.5 and section 11 will not apply to MAI.
- (6) Upon completion of the Bankable Feasibility Study by the Company, the Company must deliver a copy of the Bankable Feasibility Study to South32 and MAI and the Company must concurrently convene a meeting of the Board to consider whether or not to approve the Bankable Feasibility Study.
- (7) Upon receipt of a copy of the Bankable Feasibility Study, South32 must promptly convene a meeting of the South32 Board to consider whether or not to approve the Bankable Feasibility Study. Within five (5) Business Days after the date on which the South32 Board meets to consider whether or not to approve the Bankable Feasibility Study South32 must give notice to the Company and MAI specifying whether or not the South32 Board has approved the Bankable Feasibility Study.

10.14 South32 BFS Option

With effect from the Bankable Feasibility Study Approval Date, the Company and MAI grant to South32 the sole, exclusive and irrevocable right for South32 to subscribe for, be issued and to acquire (in the manner specified in 10.16 to section 10.21 inclusive) that number of Shares in the capital of the Company that is equal to ten percent (10%) of the Existing Shares (after the subscription for such Shares) free and clear of any Encumbrance ("**BFS Option Shares**") such that, upon the issue of the BFS Option Shares, South32 will, immediately after Completion, be the registered, legal and beneficial owner, in aggregate, of eighty percent (80%) of the then Existing Shares ("**South32 BFS Option**").

10.15 Reduction of South32 BFS Option

South32 acknowledges and agrees that:

- (1) if the Company completes and delivers the Bankable Feasibility Study to MAI after that date which is the fourth anniversary of the date on which South32 made the South32 Option BFS Election but on or before the fifth anniversary of the date on which South32 made the South32 Option BFS Election, then the amount of the BFS Option Shares that South32 pursuant to the South32 BFS Option is entitled to subscribe for, be issued and to acquire will be reduced by fifty percent (50%) such that immediately after Completion South32 will be the registered, legal and beneficial owner, in aggregate, of seventy five (75%) of the then Existing Shares; and
- (2) if the Company completes and delivers the Bankable Feasibility Study to MAI after that date which is the fifth anniversary of the date on which South32 made the South32 Option BFS Election, then before or at Completion South32 must give to MAI and the Company a notice by which South32 notifies by public act (*acto público*) the transfer to MAI of thirty percent (30%) of the contribution rights then held by South32 that correspond to the Called Sums contributed by South32 on account of the BFS Funding such that immediately after Completion:
 - (a) South32 will be the registered, legal and beneficial owner, in aggregate, of seventy percent (70%) of the then Existing Shares; and
 - (b) MAI will be the registered, legal and beneficial owner, in aggregate, of thirty percent (30%) of the then Existing Shares.

10.16 Exercise of South32 BFS Option

South32 may, on or before that date which is twenty (20) Business Days after the Bankable Feasibility Study Approval Date give the Company and MAI a notice ("**South32 BFS Option Exercise Notice**") by which South32 confirms its exercise of the South32 BFS Option and states its intention to complete the subscription for the BFS Option Shares, all in accordance with section 10.17 to section 10.21 inclusive.

10.17 Completion

The subscription for the BFS Option Shares by South32 contemplated by the exercise of the South32 BFS Option will be completed within ten (10) Business Days after the date on which South32 gives the South32 BFS Option Exercise Notice at the offices of the Company or on or at such other date, time or location as may be agreed upon in writing by the Company and South32.

10.18 Obligations of the Company and MAI Prior to Completion

If South32 gives a South32 BFS Option Exercise Notice to the Company and MAI in accordance with section 10.16, then subject to section 10.15 and prior to or concurrent with Completion:

- (1) MAI must:
 - (a) waive any preferential, pre-emptive or similar rights that it may have to subscribe for the BFS Option Shares; and
 - (b) without limiting section 5.4(1)(a), vote the Existing Shares held by it to pass all required resolutions for the issuance of the BFS Option Shares and for the right for South32 to subscribe for the BFS Option Shares;
- (2) in the case where section 10.15(2) applies, MAI must deliver to the Company the contribution rights transferred to it by South32 pursuant to section 10.15(2) or section 10.19(2)(b) (as the case may be);

- (3) MAI and the Company must take all corporate (including action required by or of the Board) and legal action necessary to permit the Company to issue the BFS Option Shares to South32 in accordance with its Charter Documents and applicable Law;
- (4) the Company must, and MAI must cause the Company to the extent it is able, to issue the BFS Option Shares;
- (5) the Company must prepare and issue share certificates in the name of South32 representing the BFS Option Shares or where section 10.15(1) applies, that number of BFS Option Shares to which South32 is entitled (in either case, "**BFS Option Share Certificates**");
- (6) in the case where section 10.15(2) applies, the Company must issue that number of BFS Option Shares to which MAI is entitled in exchange for the contribution rights referred to in section 10.18(2) ("**MAI BFS Option Shares**");
- (7) in the case where section 10.15(2) applies, the Company must prepare and issue share certificates in the name of MAI representing the MAI BFS Option Shares ("**MAI BFS Option Share Certificates**"); and
- (8) record the issue of the BFS Option Shares or the issue of the MAI BFS Option Shares (as applicable) on the share ledger or register of members (as applicable) of the Company.

10.19 Obligations of South32 Prior to Completion

South32 must, subject to the performance by the Company and MAI of their respective obligations under sections 10.18 and 10.20, prior to or concurrent with Completion:

- (1) in the case where section 10.15 does not apply, deliver to the Company the contribution rights then held by South32 that correspond to the Called Sums contributed by South32 on account of the BFS Funding;
- (2) in the case where section 10.15(2) applies:
 - (a) deliver to the Company seventy percent (70%) of the contribution rights then held by South32 that correspond to the Called Sums contributed by South32 on account of the BFS Funding; and
 - (b) if South32 has not already done so in accordance with 10.15(2), give to MAI and the Company a notice by which South32 notifies by public act (*acto público*) the transfer to MAI of thirty percent (30%) of the contribution rights then held by South32 that correspond to the Called Sums contributed by South32 on account of the BFS Funding;
- (3) in the case where section 10.15(2) applies:
 - (a) waive any preferential, pre-emptive or similar rights that it may have to subscribe for the MAI BFS Option Shares; and
 - (b) without limiting section 5.4(1)(a), vote the Existing Shares held by it to pass all required resolutions for the issuance of the MAI BFS Option Shares.

10.20 Documents to be Delivered by the Company and MAI

Prior to or concurrent with Completion, the Company or MAI (as the case may be) must deliver or cause to be delivered to South32 or MAI (as the case may be):

- (1) evidence, in form and substance satisfactory to South32, of the issue of the BFS Option Shares to South32 by the Company, in accordance with the Company's Charter Documents and applicable Law;
- (2) a certified copy of the resolution of the board of directors of MAI approving the completion of the transactions contemplated by the exercise of the South32 BFS Option and all documents, instruments and agreements required to be executed and delivered by MAI at Completion;
- (3) certified copies of the resolutions of the Shareholders approving:
 - (a) the issuance of the BFS Option Shares, and the waiver by the Shareholders (other than South32) to subscribe for the BFS Option Shares or any portion of the BFS Option Shares;
 - (b) the right for South32 to subscribe for the BFS Option Shares; and
 - (c) the adoption of any other resolution pursuant to this Agreement necessary or desirable to give effect to the transactions contemplated by the exercise of the South32 BFS Option;
- (4) the BFS Option Share Certificates;
- (5) evidence, in form and substance satisfactory to South32, of the recording, registration or entry (as the case may be) of the BFS Option Shares on the share ledger or register of members (as applicable) of the Company in the name of South32, in accordance with the Charter Documents of the Company and applicable Law;
- (6) in the case where section 10.15(2) applies:
 - (a) evidence, in form and substance satisfactory to MAI, of the issue of the MAI BFS Option Shares to MAI by the Company, in accordance with the Company's Charter Documents and applicable Law;
 - (b) the MAI BFS Option Share Certificates; and
 - (c) evidence, in form and substance satisfactory to MAI, of the recording, registration or entry (as the case may be) of the MAI BFS Option Shares on the share ledger or register of members (as applicable) of the Company in the name of MAI, in accordance with the Charter Documents of the Company and applicable Law; and
- (7) such further documents or instruments as may be contemplated by this Agreement or as South32 may reasonably require.

10.21 Certification of Completion

Subject to the performance by each Party of its obligations under sections 10.18, 10.19 and 10.20, at Completion each Party must execute a certificate by which each Party certifies that Completion has been completed.

10.22 Contributions by Shareholders

The Parties acknowledge and agree that:

- (1) where section 10.15 does not apply, upon the Parties having certified in accordance with section 10.21 that Completion has been completed, each of South32 and MAI will be deemed to have contributed to the Company a Deemed Contribution in amounts which in

aggregate equal the total amount of the BFS Funding and which, as allocated between them, will cause the Percentage Interest of South 32 to equal eighty percent (80%) and the Percentage Interest of MAI to equal twenty percent (20%), if their respective Percentage Interests were recalculated by dividing:

- (a) the amount of that Shareholder's Initial Contribution specified in section 5.5(2); plus
- (b) the total of all of that Shareholder's other Contributions (which amount will exclude the total amount of the BFS Funding but will include the applicable Deemed Contribution under this section 10.22(1) and any Deemed Contribution deemed to have been made by that Shareholder under section 10.12),

by the sum of section 10.22(1)(a) and section 10.22(1)(b) for all Shareholders and then multiplying by one hundred;

By way of example and for illustrative purposes only:

Example 1

If:

- the BFS Funding is \$40 million
- the South32 Deemed Contribution to PFS Funding is \$34.2804 million
- the MAI Deemed Contribution to PFS Funding is \$6.7196 million,

then the Deemed Contributions of the Parties calculated pursuant to section 10.22(1) will be as follows:

- the South32 Deemed Contribution to BFS Funding will be \$38.8972 million
- the MAI Deemed Contribution to BFS Funding will be \$1.1028 million

Example 2

If:

- the BFS Funding is \$55 million
- the South32 Deemed Contribution to PFS Funding is \$34.2804 million
- MAI Deemed Contribution to PFS Funding is \$6.7196 million

then the Deemed Contributions of the Parties calculated pursuant to section 10.22(1) will be as follows:

- the South32 Deemed Contribution to BFS Funding will be \$50.89716 million
- the MAI Deemed Contribution to BFS Funding will be \$4.10284 million

- (2) where section 10.15(1) applies and upon the Parties having certified in accordance with section 10.21 that Completion has been completed, each of South32 and MAI will be deemed to have contributed to the Company a Deemed Contribution in amounts which in aggregate equal the total amount of the BFS Funding and which, as allocated between them, will cause the Percentage Interest of South 32 to equal seventy-five percent (75%)

and the Percentage Interest of MAI to equal twenty-five percent (25%), if their respective Percentage Interests were recalculated by dividing:

- (a) the amount of that Shareholder's Initial Contribution specified in section 5.5(2); plus
- (b) the total of all of that Shareholder's other Contributions (which amount will exclude the total amount of the BFS Funding but will include the applicable Deemed Contribution under this section 10.22(2) and any Deemed Contribution deemed to have been made by that Shareholder under section 10.12),

by the sum of section 10.22(2)(a) and section 10.22(2)(b) for all Shareholders and then multiplying by one hundred;

Example 1

If:

- the BFS Funding is \$40 million
- the South32 Deemed Contribution to PFS Funding is \$34.2804 million
- the MAI Deemed Contribution to PFS Funding is \$6.7196 million

then the Deemed Contributions of the Parties calculated pursuant to section 10.22(2) will be as follows:

- the South32 Deemed Contribution to BFS Funding will be \$ 33.4486 million
- the MAI Deemed Contribution to BFS Funding will be \$ 6.5514 million

Example 2

If:

- the BFS Funding is \$55 million
- the South32 Deemed Contribution to PFS Funding is \$34.2804 million
- the MAI Deemed Contribution to PFS Funding is \$6.7196 million

then the Deemed Contributions of the Parties calculated pursuant to section 10.22(2) will be as follows:

- the South32 Deemed Contribution to BFS Funding will be \$ 44.6986 million
- the MAI Deemed Contribution to BFS Funding will be \$ 10.3014 million

- (3) where section 10.15(2) applies and upon the Parties having certified in accordance with section 10.21 that Completion has been completed, each of South32 and MAI will be deemed to have contributed to the Company a Deemed Contribution in amounts which in aggregate equal the total amount of the BFS Funding and which, as allocated between them, will cause the Percentage Interest of South 32 to equal seventy percent (70%) and the Percentage Interest of MAI to equal thirty percent (30%), if their respective Percentage Interests were recalculated by dividing:

- (a) the amount of that Shareholder's Initial Contribution specified in section 5.5(2); plus
- (b) the total of all of that Shareholder's other Contributions (which amount will exclude the total amount of the BFS Funding but will include the applicable Deemed Contribution under this section 10.22(3) and any Deemed Contribution deemed to have been made by that Shareholder under section 10.12),

by the sum of section 10.22(3)(a) and section 10.22(3)(b) for all Shareholders and then multiplying by one hundred.

Example 1

If:

- the BFS Funding is \$40 million
- the South32 Deemed Contribution to PFS Funding is \$34.2804 million
- the MAI Deemed Contribution to PFS Funding is \$6.7196 million

then the Deemed Contributions of the Parties calculated pursuant to section 10.22(3) will be as follows:

- South32 Deemed Contribution to BFS Funding will be \$28 million
- MAI Deemed Contribution to BFS Funding will be \$12 million

Example 2

If:

- the BFS Funding is \$55 million
- the South32 Deemed Contribution to PFS Funding is \$34.2804 million
- the MAI Deemed Contribution to PFS Funding is \$6.7196 million

then the Deemed Contributions of the Parties calculated pursuant to section 10.22(3) will be as follows:

- the South32 Deemed Contribution to BFS Funding will be \$38.5 million
- the MAI Deemed Contribution to BFS Funding will be \$ 16.5 million

10.23 Completion of Bankable Feasibility Study and Funding

For certainty, upon completion and delivery of the Bankable Feasibility Study in accordance with section 10.13(6):

- (1) section 10.13(5) will immediately cease to be of any force or effect; and
- (2) section 7.5 and section 11 will again apply to MAI.

11. FUNDING OF COMPANY**11.1 Funding**

The Shareholders will not be obliged to provide funding to the Company beyond the obligations set out in this Agreement. Without limiting the foregoing, MAI will not be obliged to contribute to BFS Approved Programs and Approved Budgets or the PFS Approved Programs and Approved Budgets.

11.2 Financing of Approved Programs and Approved Budgets

The Parties intend that funding of the Company to meet the projected cash requirements of the Company under Approved Programs and Approved Budgets will be discharged by the methods (or by a combination of methods) as determined by the Board from time to time, including:

- (1) by way of common equity (via the issue of Shares); and
- (2) by debt but only for Approved Programs and Approved Budgets in respect of which each Shareholder has an obligation to contribute funding to the Company.

Any Loans advanced by the Shareholders to the Company pursuant to this section 11.2 will be on the same terms and conditions.

11.3 Called Sums

- (1) Subject to section 7.4 and 11.3(2), on the basis of the Approved Program and Approved Budget, the Company must submit to each Shareholder at least ten (10) Business Days prior to the end of each month, a notice ("**Called Sum Notice**") to contribute funds in accordance with their Percentage Interests to meet the projected cash requirements of the Company under the Approved Program and Approved Budget for the next month, (each such contribution, a "**Called Sum**"). Within seven (7) Business Days after receipt of each Called Sum Notice, each Shareholder must contribute to the Company its share of such estimated cash requirements by the method of funding determined by the Board in accordance with section 11.2. Time is of the essence for payment of such Called Sum Notices. The Company must at all times maintain a cash balance approximately equal to the rate of disbursement for a period of approximately forty (40) Business Days. All funds in excess of immediate cash requirements must be invested in interest-bearing accounts with the Company's bank.
- (2) For so long as South32 is solely contributing funds to the Company in accordance with section 10, each Called Sum Notice issued pursuant to section 11.3(1) will, notwithstanding section 11.3(1), require South32 to contribute to the Company one hundred percent (100%) of each Called Sum.

11.4 Failure to Contribute Called Sums

Except as provided in section 9.2 and section 10, a Shareholder that fails to contribute any Called Sum in the amount, by the method and at the times specified in section 11.3 will be in default, and the amount of the defaulted Called Sum will bear interest from the date due at an annual rate equal to the Prime Rate plus two percentage points (2%), but in no event must such rate of interest exceed the maximum permitted by Law. The non-defaulting Shareholder will have those rights, remedies and elections specified in section 7.5.

12. FINANCIAL INFORMATION AND ACCOUNTING REQUIREMENTS

12.1 Financial Information

The Company must provide to each Director and Shareholder (at the cost and expense of the Company):

- (1) as soon as practicable (and in any event not later than fifteen (15) Business Days) after the end of each calendar month, unaudited management accounts for that calendar month and Financial Year-to-date including:
 - (a) a profit and loss account, balance sheet and cash-flow statement; and
 - (b) a review of the Approved Budget and a reconciliation of results against that Approved Budget;
- (2) as soon as practicable (and in any event not later than eighty (80) Business Days) after the end of each Financial Year, copies of the Audited Accounts;
- (3) at the time of the approval of a Program and Budget, an annual plan for the cash requirements of the Company, indicating forecast sources and uses of cash over the following twelve (12) month period; and
- (4) such financial information or other information that the Director or Shareholder may at any time reasonably require with respect to any matter relating to the business or financial condition of the Company including for the purpose of any Shareholder or its Affiliates which is a public company whose shares are listed on a stock exchange satisfying their respective public reporting or similar obligations imposed by the relevant securities exchange on which their shares are listed.

12.2 Accounting principles

The Company must keep written financial records that correctly record and explain its transactions and financial position and performance and ensure that each financial statement and other document provided under section 12.1:

- (1) complies with IFRS, consistently applied, (except to the extent disclosed in them) and all applicable Laws; and
- (2) gives a true and fair view of its consolidated and unconsolidated financial position as at the date, and performance for the period ending on the date, on which those statements or documents are prepared.

12.3 Access to Financial Information

Any Shareholder and its designated Personnel (which for this purpose will include the auditors of each Shareholder or each Shareholder's ultimate parent corporation, as applicable), upon notice in writing to the Company, will be provided with reasonable access during regular business hours to the information necessary to audit either internally or externally, the Company's accounts, records and systems relating to the accounting of the Company under this Agreement for any Financial Year within the 12-month period following the end of such Financial Year as long as such rights are exercised in a manner that does not interfere with the conduct of the Business or expeditious completion by the Company of its Audited Accounts for a Financial Year. Where two or more Shareholders or their designated representatives wish to conduct an audit, they must make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Company. No audit expense incurred pursuant to this section 12.3 by either the Company or the Shareholders, or by audit firms employed by either, will be charged to the Company, and such audit expenses will be for the account of the Shareholder

or Shareholders requesting the audit, except for expenses incurred in the annual audit of the Company referred to in section 12.1(2).

12.4 Distribution Policy

From the date the Company receives payment for the sale of Processed Products, the Company, through a meeting of the Shareholders, may approve a distribution (which may include a dividend, return of capital, interest payment on shareholder loans or repayment of shareholder loans) in cash equal to the amount of the Company's Available Cash at such time as determined by the meeting of the Shareholders. For purposes of this section, "**Available Cash**" means the maximum amount of cash legally available under applicable Law and contracts to be distributed to the Shareholders pursuant to this section 12.4, minus an amount that the meeting of the Shareholders determines in good faith should be retained in the Company to meet or fund debt service commitments (but excluding principal and interest payments on shareholder loans), working capital requirements, legal reserve fund, capital expenditures, or other business needs of the Company. Any distribution (whether quarterly or otherwise) must be made on a pro rata basis in accordance with the Percentage Interests of the Shareholders.

13. TERM AND TERMINATION

13.1 Former Shareholder not bound

This Agreement ceases to apply to a Shareholder which has transferred all its Shares as permitted by this Agreement and the Articles, except for any provision of this Agreement which is expressed to continue in force thereafter.

13.2 Effective Date and Term

This Agreement will be effective as of the Effective Date and continues in full force and effect until either:

- (1) the termination of this Agreement by unanimous written agreement of the Shareholders;
- (2) one Shareholder holding (either by itself or together with an Affiliate of that Shareholder) all of the issued Shares; or
- (3) an effective Special Resolution is passed, or a binding order is made, for the winding up of the Company by a court of competent jurisdiction.

13.3 Termination not to affect certain provisions

Any termination of this Agreement however caused, or the ceasing by any Shareholder to hold any Shares as contemplated by section 13.1 will not affect any provision of this Agreement which is expressed to come into effect on, or to continue in effect after, that termination or cessation.

13.4 Winding Up of Company

On the winding up of the Company, each Shareholder must use its reasonable efforts in good faith, by exercise of its powers as a Shareholder, to ensure that:

- (1) adequate arrangements are made for payment of, or security for, reclamation and closure costs;
- (2) the Company surrenders to the Shareholder the license of any intellectual property licensed to it by that Shareholder; and
- (3) any other arrangements between the Company and any Shareholder in relation to the Business and Assets of the Company are terminated.

13.5 Right to Data After Termination

After the termination of the Company pursuant to section 13.1, each Shareholder will be entitled to copies of all information acquired by the Company before the effective date of termination not previously given to it, but a Shareholder that surrenders, has cancelled, forfeits or transfers its entire Shares, will not be entitled to any such information after any such surrender, cancellation, forfeiture or transfer.

14. AREA OF INTEREST

14.1 Disclosure of AOI Property

If at any time during the term of this Agreement a Shareholder or an Affiliate of a Shareholder ("**Acquiring Shareholder**") acquires, directly or indirectly, any interest (including any Mineral Rights) in any property which is all or partly within the Area of Interest ("**AOI Property**"), then the Acquiring Shareholder must, within twenty (20) Business Days after the date of the acquisition of the AOI Property, disclose the acquisition (including all information it has relating to the AOI Property) promptly to the other Shareholder ("**Non-Acquiring Shareholder**") and the Company. The Acquiring Shareholder's notice must describe in detail the acquisition, the AOI Property and the mineralization believed to be present within the AOI Property, the cost of the acquisition, and the reasons why the Acquiring Shareholder believes that the acquisition of the AOI Property may be in the best interests of the Company. In addition to such notice, the Acquiring Shareholder must make all information in its possession or control concerning the AOI Property available for inspection by the other Shareholder.

14.2 Election of Non-Acquiring Shareholder

At any time within twenty (20) Business Days after the Non-Acquiring Shareholder has been given notice of the acquisition of AOI Property by the Acquiring Shareholder in accordance with section 14.1, the Non-Acquiring Shareholder may by notice in writing to the Acquiring Shareholder elect, at no cost or expense to the Company or the Non-Acquiring Shareholder, to make the AOI Property part of the Property and to be subject to this Agreement. If the Non-Acquiring Shareholder elects to make the AOI Property part of the Property pursuant to this section 14.2, then the Acquiring Shareholder must promptly thereafter at its cost do all things (including executing and if necessary delivering all documents) necessary or desirable to transfer or facilitate transfer of title to the AOI Property to the Company.

14.3 Option Not Exercised

If the Non-Acquiring Shareholder fails to make an election within the twenty (20) Business Day period referred to in section 14.2, then the AOI Property will not form part of the Property, will thereafter be excluded from the Area of Interest and neither the Non-Acquiring Shareholder nor the Company will have any interest in the AOI Property, and the AOI Property will not be a part of the Property or otherwise be subject to this Agreement.

14.4 Former Shareholders

Each Shareholder acknowledges and agrees that for two (2) years after the date on which it ceases (for any reason) to be a Shareholder for the purposes of this Agreement ("**Former Shareholder**"), a Former Shareholder must not, and must cause each of its Affiliates to not, acquire, directly or indirectly, any AOI Property. If a Former Shareholder or any Affiliate of a Former Shareholder acquires any AOI Property Interest in breach of this section 14.4, then any Shareholder may elect by notice to the Former Shareholder within twenty (20) Business Days after it has actual notice of such acquisition, to have such AOI Property transferred to the Company at no cost or expense to the Shareholder or the Company. Until transferred to the Company in accordance with this section 14.4, the Former Shareholder must hold, or cause such AOI Property to be held, in trust for the exclusive use and benefit of the Company and the

Shareholders. After such Notice to contribute the AOI Property, the Former Shareholder must, at its cost and expense, convey (including execute all necessary documents) or cause to be conveyed the AOI Property to the Company.

15. ABANDONMENT AND SURRENDER OF PROPERTY

15.1 Surrender or Abandonment

The Board may authorize the Company to surrender or abandon part or all of the Property ("**Abandonment Property**"). If the Board authorizes any such surrender or abandonment then the Company must give notice to each Shareholder at least twenty (20) Business Days in advance of the proposed date of surrender or abandonment ("**Abandonment Date**") together with details of the Abandonment Date and details of any Encumbrance on the Abandonment Property created by, through or under the Company. Each Shareholder will, as long as any Director nominated by it to the Board did not vote in favour of the resolution authorizing the Company to surrender or abandon the Abandonment Property, have a period of ten (10) Business Days from receipt of the notice to elect by notice to the Company to take an assignment of the Abandonment Property, which assignment will be on an "as is" basis for a total consideration equal to ten dollars (\$10). If a Shareholder elects to take an assignment of the Abandonment Property, then the Company must assign to the electing Shareholder or its nominee, by agreement or other applicable instrument and at the cost of the electing Shareholder, all of the Company's interest in the Abandonment Property, and the Abandonment Property will cease to be part of the Property and the Company will have no further right, title or interest in the Abandonment Property. With effect from the date of assignment, the electing Shareholder taking an assignment of the Abandonment Property, and subject to applicable Law:

- (1) must assume all of the liabilities (including any Encumbrance) accruing or attaching to the registered holder or beneficial owner of the Abandonment Property irrespective of whether such liabilities arose or accrued before, on or after the date of assignment to the electing Shareholder; and
- (2) is solely liable for any Claim, and must indemnify the other Shareholder and the Company from and against any Claim, arising out of or in connection with the Abandonment Property irrespective of whether the Claim arose before, on or after the date of assignment of the Abandonment Property to the electing Shareholder or was caused or contributed to by any act or omission of the other Shareholder or the Company.

If a Shareholder does not give notice to the Company within the period of twenty (20) Business Days referred to above electing to take an assignment of the Abandonment Property, then the Company may surrender or abandon the Abandonment Property on the Abandonment Date and will thereafter have no further obligation to maintain the title to the Abandonment Property.

15.2 Reacquisition

If any Abandonment Property is abandoned or surrendered pursuant to section 15.1, then except as provided in section 15.1, unless this Agreement is earlier terminated, neither Shareholder nor any Affiliate of a Shareholder may acquire any interest in such Abandonment Property or a right to acquire such Abandonment Property ("**Abandonment Property Interest**") for a period of two (2) years following the Abandonment Date. If a Shareholder or any Affiliate of a Shareholder acquires any Abandonment Property Interest in breach of this section 15.2, then the other Shareholder may elect by notice to the acquiring Shareholder within twenty (20) Business Days after it has actual notice of such acquisition, to have such Abandonment Property Interest contributed to the Company. Until contributed to the Company in accordance with this section 15.2, the acquiring Shareholder must hold, or cause such Abandonment Property Interest to be held, in trust for the exclusive use and benefit of the Company and the other Shareholder. After such Notice to contribute the Abandonment Property Interest, the Shareholder that has acquired

the Abandonment Property Interest must convey (including execute all necessary documents) or cause to be conveyed to the other Shareholder an interest in such Abandonment Property Interest equal to the Percentage Interest of the other Shareholder at the time and thereafter each Shareholder must contribute the interest it holds in the Abandonment Property Interest to the Company. In the event such an election is made, the contributed Abandonment Property Interest must thereafter be treated and form part of the Property, and the costs of acquisition will be borne solely by the Shareholder that or whose Affiliate (as the case may be) initially acquired the Abandonment Property Interest. No adjustment to the Shareholders' respective Percentage Interests will be made as a result of such contribution.

16. TRANSFER OF INTEREST

16.1 General

A Shareholder will have the right to Transfer to any third party all or any part of its Interest, solely as provided in this section 16.

16.2 Limitations on Free Transferability of Interest

The Transfer right of a Shareholder in section 16.1 will be subject to the following terms and conditions:

- (1) no Shareholder may make a Transfer of all or a part of its Interest to a Sanctioned Entity or a Sanctioned Person;
- (2) no Transfer of an Interest will be valid or recognized by the Company unless and until the transferring Shareholder has provided to the other Shareholder notice of the Transfer, and the transferee has complied with section 16.6;
- (3) the transferring Shareholder and the transferee must bear all Tax consequences of the Transfer;
- (4) no Shareholder, without approval by a Special Resolution, may make a Transfer of a part of its Interest that is equal to or less than 10% of all Interests held by the Shareholders;
- (5) for certainty, each Transfer of an Interest to a transferee must include as a part of such Transfer all of the rights, title and interests that exist in relation to such Interest including an amount of the Loans then held by the transferring Shareholder, which amount will be proportionate to the amount (expressed as a percentage) that the Shares being transferred as part of such Interest bear to all of the Shares held by the transferring Shareholder immediately prior to such Transfer; and
- (6) for further certainty, each Transfer of part of an Interest to a transferee must include as a part of such Transfer an amount of the Percentage Interest then held by the transferring Shareholder, which amount will be proportionate to the amount (expressed as a percentage) that the Shares being transferred as part of such Interest bear to all of the Shares held by the transferring Shareholder immediately prior to such Transfer.

16.3 Acquisition Right

- (1) Except as otherwise provided in section 16.4, if a Shareholder desires to Transfer all or any part of its Interest, then the other Shareholder will, as long as it has a Percentage Interest of at least twenty percent (20%) ("**Remaining Shareholder**"), have the right of first refusal to acquire such Interest as provided in this section 16.3.
- (2) A Shareholder ("**Selling Shareholder**") intending to Transfer all or any part of its Interest ("**Offered Interest**") must, subject to this section 16.3, promptly provide notice to the Remaining Shareholder of its intentions ("**Transfer Notice**"). The Transfer Notice must

state the price, the identity of the proposed transferee including the identity of the person which is the ultimate holding company of the proposed transferee (“**Transferee**”) and all other pertinent terms and conditions of the intended Transfer, and must be accompanied by a copy of the proposed offer or contract for sale. If the consideration for the intended Transfer or any part of it is not in cash, then the Transfer Notice given by the Selling Shareholder must specify the cash value of such consideration or the relevant part of the consideration, as determined by the Selling Shareholder. If the consideration for the intended Transfer or any part of it is not in cash but consists of the shares of a public company (“**Pub Co**”):

- (a) who is an not Affiliate of the Selling Shareholder; and
- (b) whose shares are listed on a recognised stock exchange; and
- (c) whose market capitalization as at the date of the Transfer Notice is in excess of two billion dollars (\$2,000,000,000),

then the value of such shares will be taken to be the volume weighted average trading price of such shares multiplied by the number such shares, with the volume weighted average trading price being calculated by dividing the total value by the total volume of Pub Co's shares traded in the period of sixty (60) Business Days prior to the date on which the Remaining Shareholder received the Transfer Notice.

- (3) Within ten (10) Business Days after receipt of a Transfer Notice under section 16.3(2) the Remaining Shareholder may object in writing to the Selling Shareholder's determination of the cash value of the consideration or relevant part of it which is the subject of the intended Transfer (including, for certainty, any determination of the value of the shares of a Pub Co calculated in accordance with section 16.3(2)) and upon such an objection being made the Shareholders must seek to agree upon that cash value but if they cannot reach agreement within five (5) Business Days after the date of objection, then that cash value will constitute a Dispute to be resolved by an Independent Expert in accordance with section 20 (the cost of which determination must be borne, if the cash value determined is less than that determined by the Selling Shareholder, by the Selling Shareholder and in any other case by the Remaining Shareholder).
- (4) The Remaining Shareholder will have forty (40) Business Days from the date the Transfer Notice is delivered or forty (40) Business Days from the date of agreement or determination of the cash value of the consideration or relevant part of it which is the subject of the intended Transfer (whichever is the later) (“**Election Period**”) to notify the Selling Shareholder whether it elects to acquire the Offered Interest at (subject to section 16.3(2)) the same price and on the same terms and conditions as set out in the Transfer Notice. If there is more than one Remaining Shareholder then the election will be exercisable by all or any one or more of the Remaining Shareholders and those who exercise it must purchase the Offered Interest of the Selling Shareholder and be liable for the purchase price as between them in proportion to their Percentage Interests inter se or in such other proportions as they may agree. For greater certainty, the Remaining Shareholder will have the right to acquire all but not less than all of the Offered Interest.
- (5) If the Remaining Shareholder elects to acquire the Offered Interest during the Election Period pursuant to section 16.3(2) and the Selling Shareholder receives offers in respect of all but not less than all of the Offered Interest, then the Transfer must be consummated within forty (40) Business Days after the date on which the Selling Shareholder or Remaining Shareholder (or both, as the case may be) have secured (on terms and conditions satisfactory to it) any necessary Consents of any Governmental Authority to the Transfer of the Offered Interest and all waiting periods which applicable Law requires the Selling Shareholder or Remaining Shareholder (or both, as the case may be) to observe have expired. Notwithstanding the foregoing and in any event, the Transfer to

the Remaining Shareholder must be consummated within twelve (12) months after notice of such election is delivered to the Selling Shareholder.

- (6) If, after having completed the procedures described above, the Selling Shareholder has not received elections to acquire all but not less than all of the Offered Interest, then the Selling Shareholder will, following the expiration of the Election Period, be entitled to consummate the Transfer to the Transferee within forty (40) Business Days after the date on which the Selling Shareholder has secured (on terms and conditions satisfactory to it) any necessary Consents of any Governmental Authority to the Transfer of the Offered Interest and all waiting periods which applicable Law requires the Selling Shareholder or the Transferee (or both, as the case may be) to observe have expired which Transfer must be at a price and on terms no less favorable than those offered to the Remaining Shareholder in the Transfer Notice. Notwithstanding the foregoing and in any event, the Transfer of the Offered Interest to the Transferee must be consummated within twelve (12) months after the date on which the Election Period expired.
- (7) If the Selling Shareholder fails to consummate the Transfer to the Transferee within the twelve (12) month period set out in section 16.3(6) or any material alteration of the terms and conditions of the intended Transfer is proposed within such period then the Selling Shareholder must not complete the intended Transfer after that time or as so altered without first having again complied with the foregoing provisions of this section 16.3.

16.4 Exceptions to Acquisition Right

Section 16.3 will not apply to the following:

- (1) transfer by a Shareholder of all or any part of its Interest to an Affiliate as long as:
 - (a) such Affiliate is financially capable of meeting the transferring Shareholder's obligations under this Agreement; and
 - (b) if at any time after such Transfer such transferee ceases to be an Affiliate of such Shareholder, then such transferee must promptly Transfer all of its Interest back to such Shareholder;
- (2) an indirect Transfer that results from a change in the shareholding of a public company whose shares are listed on a stock exchange or an amalgamation, reorganization, business combination or other merger transaction completed by such a public company as long as the successor corporation possesses, directly or indirectly, all the property, rights and interests, and all the debts, liabilities and obligations, of each amalgamating or predecessor company;
- (3) an amalgamation or corporate reorganization involving the transferring Shareholder that has the effect in law of the amalgamated or surviving corporation possessing all the property, rights and interests and being subject to all the debts, liabilities and obligations of each amalgamating or predecessor corporation provided that the surviving corporation was at all times before such amalgamation, an Affiliate of the transferring Shareholder; or
- (4) the creation by a Shareholder of any Encumbrance over all or any of its Interest as permitted in accordance with section 16.5.

16.5 Encumbrance of Shares

Each Shareholder must not create or permit the creation of any Encumbrance over all or any of its Interest unless:

- (1) the Encumbrance is a mortgage, charge, assignment by way of security or other recognized form of security reasonably acceptable to the other Shareholder ("**Security**"); and
- (2) the Security is to secure money borrowed by the Shareholder for the purpose of meeting its obligations under this Agreement; and
- (3) the person to whom the Security is granted or given ("**Security Holder**") agrees in writing in a legally enforceable manner with the other Shareholder ("**Non-secured Shareholder**") that the rights and interests of the Company and the other Shareholder in the Interest and the Assets (whether direct or indirect) will not be subject to or prejudiced by the Security and that the Security Holder and any liquidator, receiver, receiver and manager, trustee, assignee or transferee taking an interest in or relating to the Interest of the Shareholder giving or granting the Security ("**Encumbered Interest**") will be bound by the terms of this Agreement and will take subject to the rights and interests in the Encumbered Interest of the Non-secured Shareholder and, in particular, but without limiting the foregoing, that:
 - (a) the Security Holder or any receiver or receiver and manager appointed by the Security Holder under the Security, if it desires to exercise any power of sale or foreclosure arising under the Security, must comply with section 16.3 as if such Security Holder, receiver or receiver and manager were the Selling Shareholder and as if reference to the other Shareholder in section 16.3 was to the Non-secured Shareholder; and
 - (b) the Security must be subordinate to any then-existing debt or Encumbrance, encumbering the Shareholder's Interest.

16.6 Conditions of Transfer

A Transfer to a third party under section 16.3 or an Affiliate under section 16.4(1) will have no effect unless and until the third party or the Affiliate (as the case may be):

- (1) except in the case of an indirect Transfer contemplated by section 16.4(2), executes and delivers to the other Shareholder and the Company an agreement or instrument in a form as the other Shareholder may reasonably require, by which the third party or the Affiliate agrees to be bound by and to perform and observe all of the terms and conditions of this Agreement binding upon and to be performed and observed by the transferring Shareholder to the extent of the Shares being transferred and specifying an address for service, including the address and email address for the third party or Affiliate; and
- (2) the third party or the Affiliate secures all necessary Consents of any Governmental Authority to the Transfer.

16.7 Costs and Expenses

The Shareholder making a Transfer to an Affiliate or to a third party must pay all costs, charges and expenses (including the legal costs and expenses of the Company and other Shareholder) of and incidental to the preparation, negotiation, settling, execution and registering of every document required to satisfy section 16.6.

16.8 Change in Control of a Shareholder

Except where a Shareholder's shares are listed on a recognized stock exchange, if after the Effective Date there is to be a Change in Control of a Shareholder or there is a Change in Control of a Shareholder then the Shareholder in relation to whom a Change in Control is to occur or has occurred ("**CC Shareholder**"), must promptly give a notice ("**Change in Control Notice**") to the

other Shareholder (or Shareholders, as the case may be) (“**Continuing Shareholder**” or “**Continuing Shareholders**”, as the case may be) of the fact that a Change in Control will occur or has occurred. The Change in Control Notice will (subject to any Project Security) will constitute a grant by the CC Shareholder to the Continuing Shareholder or Continuing Shareholders, as the case may be of an option (“**CC Option**”) to acquire all of the Interest of the CC Shareholder (“**CC Interest**”) and the CC Option:

- (1) will be exercisable by the Continuing Shareholder or Continuing Shareholders, as the case may be by notice to the CC Shareholder:
 - (a) within sixty (60) Business Days of the date of agreement in writing by the CC Shareholder and the Continuing Shareholder or Continuing Shareholders, as the case may be of the fair market value of the CC Interest; or
 - (b) failing agreement pursuant to section 16.8(1)(a) within ten (10) Business Days after receipt of the Change in Control Notice, within sixty (60) Business Days after determination of the fair market value of the CC Interest in accordance with section 16.9,

whichever is the later;
- (2) will contain the following terms:
 - (a) the purchase price will be the fair market value of the CC Interest as agreed in accordance with section 16.8(1)(a) or failing agreement as determined in accordance with section 16.9;
 - (b) if there is more than one Continuing Shareholder then:
 - (i) the CC Option will be exercisable by all or any one or more of the Continuing Shareholders and those who exercise it must purchase the CC Interest of the CC Shareholder and be liable for the purchase price as between them in proportion to their Percentage Interests inter se or in such other proportions as they may agree;
 - (ii) if any Continuing Shareholder exercises the CC Option it must immediately give notice of the exercise of the CC Option to all of the other Continuing Shareholders which will then have twenty (20) Business Days after receipt of that notice within which to exercise the CC Option themselves; and
 - (iii) the date of exercise of the CC Option will be deemed to be the date of expiration of the period of twenty (20) Business Days after receipt by all Continuing Shareholders of a notice under section 16.8(2)(b)(ii) from the first Continuing Shareholder to exercise the CC Option;
 - (c) the Continuing Shareholder or Continuing Shareholders (as the case may be) exercising the CC Option will purchase and take a transfer from the CC Shareholder of the CC Interest free of all Encumbrances (other than any Project Security in respect of which a Continuing Shareholder or Continuing Shareholders (as the case may be) will covenant with the chargee or encumbrancee under such Project Security to be bound thereby and liable under the Project Security to the same extent as the CC Shareholder);
 - (d) if the CC Option is exercised then the CC Shareholder must, within sixty (60) Business Days after the date on which the Continuing Shareholder secures all necessary consents and approvals of any Governmental Authority to the purchase and transfer of the CC Interest, transfer to the Continuing Shareholder

or Continuing Shareholders (as the case may be) which exercise the CC Option (and, in the case of more than one Continuing Shareholder who has exercised the CC Option, the proportions between them determined in accordance with section 16.8(2)(b)(i) the CC Interest and thereupon the CC Shareholder will cease to have any further right or interest in the Assets, the Company or the CC Interest; and

- (e) the CC Shareholder and the Company must deliver or cause to be delivered all deeds, instruments, notarizations or documents, duly executed, which in the opinion of the Continuing Shareholder (acting reasonably) are necessary to effect and evidence the purchase and transfer of the CC Interest from CC Shareholder to the Continuing Shareholder free from all Encumbrances as contemplated by this section 16.8.

16.9 Determination of Fair Market Value.

If the fair market value of a CC Interest of a CC Shareholder cannot be agreed to by the CC Shareholder and the Continuing Shareholders within ten (10) Business Days after receipt of the Change of Control Notice, then the fair market value of the CC Interest of a CC Shareholder will be determined by an Independent Expert in accordance with section 20 (the cost of which determination must be borne, if the fair market value determined is less than that determined by the CC Shareholder, by the CC Shareholder and in any other case by the Continuing Shareholders).

16.10 Non-Compete Covenants

A Shareholder that Transfers, surrenders, has cancelled or forfeits its entire Interest, must not and its Affiliates must not directly or indirectly acquire any interest in property within the Area of Interest for two (2) years after the effective date of the Transfer, surrender, cancellation or forfeiture. If a transferring, surrendering, cancelling or forfeiting Shareholder, or any Affiliate of the foregoing, breaches this section 16.6, such Shareholder or Affiliate must offer to convey to the other Shareholder, without cost, any such property or interest so acquired. Such offer must be made in writing and can be accepted by such other Shareholder at any time within forty (40) Business Days after it is received by such other Shareholder.

16.11 Compulsory Acquisition Option on Insolvency

If an Insolvency Event occurs in relation to any Shareholder (an “**Insolvent Party**”), then the other Shareholder will, to the extent permitted by applicable Law, have an option (on a pro rata basis among such other Shareholders) to acquire the Interest of the Insolvent Party for a cash purchase price determined by agreement with the Insolvent Party or its legal representatives to be fair market value. The other Shareholder may, to the extent permitted by applicable Law, exercise such option to purchase by written notice to the Insolvent Party or its legal representatives given within twenty (20) Business Days of it first becoming aware of the Insolvency Event. If there is more than one Shareholder (other than the Insolvent Party) then the option will be exercisable by all or any one or more of the other Shareholders and those who exercise it must purchase the Interest of the Selling Shareholder and be liable for the cash purchase price as between them in proportion to their Percentage Interests inter se or in such other proportions as they may agree. If no agreement is reached as to the fair market value of the entire Interest of the Insolvent Party within twenty (20) Business Days of the giving of such notice, any Shareholder may, to the extent permitted by applicable Law, refer that matter for determination by an Independent Expert in accordance with section 20.

17. ADDITIONAL MAI TRANSFER RIGHTS AND RELATED MATTERS

17.1 Application

The Parties acknowledge and agree that this section 17 will be operative and of full force and effect as of the date on which South32 first makes a payment to MAI as a consequence of a South32 Payment Election ("**MAI Payment Date**").

17.2 Election of MAI

- (1) Subject to section 17.2(2), if the board of directors of MAI resolves to seek a Transfer of the entire MAI Interest, MAI may, by notice to South32 and the Company within twenty (20) Business Days of the date of approval of a Program and Budget by the Board ("**Suspension Notice**") elect that the operation of sections 7.4 and 7.5 be suspended and not apply to the Shareholders for a period of twelve (12) months from the date of approval of the Program and Budget ("**Suspension Period**") so that, subject to sections 17.3 and 17.5, during the Suspension Period MAI may seek to identify a proposed transferee of its entire Interest.
- (2) MAI acknowledges and agrees that:
 - (a) in the case where South32 has made the South32 Payment Election referred to in section 1.1(162)(a), MAI will be entitled to exercise its rights within five (5) years after the MAI Payment Date; and
 - (b) in the case where South32 has made the South32 Payment Election referred to in section 1.1(162)(b), MAI will be entitled to exercise its rights within twelve (12) months after the MAI Payment Date.
- (3) For certainty, the Parties acknowledge and agree that:
 - (a) the suspension of the operation of sections 7.4 and 7.5 in accordance with section 17.2(1) will take effect from the date on which South32 and the Company receive the Suspension Notice ("**Suspension Notice Date**");
 - (b) during the Suspension Period, all contributions required to be contributed by the Shareholders to the Company during the Suspension Period pursuant to section 11 must be contributed by South32 on behalf of the Shareholders ("**Suspension Period Contributions**") and MAI will not be required to contribute funds to the Company in accordance with section 11;
 - (c) the rights of MAI under section 17.2(1) can only be exercised by MAI once; and
 - (d) if MAI exercises its rights under section 17.2(1) then during the Suspension Period South32 will be entitled to revise or reduce as it considers necessary or desirable but not to increase the then Approved Budget or defer some of the activities the subject of the then Approved Program.

17.3 Rights of South32

- (1) For a period of sixty (60) days after the Suspension Notice Date ("**South32 Offer Period**") South32 will be entitled to make an offer to MAI by which South32 will take a Transfer of MAI's entire Interest ("**South32 Offer**"). If the South32 Offer is accepted by MAI then:
 - (a) the purchase price payable by South32 to MAI will be purchase price specified in the South32 Offer;

- (b) South32 will purchase and take a transfer from MAI of MAI's Interest free of all Encumbrances;
 - (c) within twenty (20) Business Days after the date on which South32 secures all necessary consents and approvals of any Governmental Authority to the purchase and transfer of MAI's Interest, South32 must pay to MAI the purchase price specified in the South32 Offer;
 - (d) concurrently with the payment of the purchase price by South32 in accordance with section 17.3(1)(c), MAI must transfer to South32 its Interest and thereupon MAI will cease to have any further right or interest in the Assets, the Company or its Interest; and
 - (e) MAI and the Company must deliver or cause to be delivered all deeds, instruments, notarizations or documents, duly executed, which in the opinion of South32 (acting reasonably) are necessary to effect and evidence the purchase of, and transfer to, South32 of MAI's Interest free from all Encumbrances as contemplated by section 17.3(1)(b).
- (2) For the avoidance of doubt, if South32 does not make an offer to MAI in accordance with this section 17.3 or MAI does not accept the South32 Offer, the suspension of the operation of sections 7.4 and 7.5 in accordance with section 17.2(1) will continue in full force and effect until the expiration of the Suspension Period.

17.4 Transfer by MAI and Pre-Emptive Rights of South32

- (1) The Parties acknowledge and agree that if:
- (a) the South32 Offer Period expires and MAI and South32 have not entered into an agreement by which South32 agrees to take a Transfer of MAI's entire Interest; and
 - (b) during the remaining Suspension Period MAI identifies a proposed transferee ("**Proposed Transferee**") who offers to MAI to take a Transfer from MAI of MAI's entire Interest ("**Offer**"),

then MAI must give South32 a Transfer Notice in accordance with section 16.3(2) and section 16.3 will otherwise apply in respect of the Proposed Transferee's offer referred to in section 17.4(1)(b).

- (2) If after receipt of the Transfer Notice referred to in section 17.4(1) South32 does not exercise its rights under section 16.3 to acquire MAI's entire Interest and MAI completes the Transfer of its entire Interest to the Proposed Transferee prior to the expiry of the Suspension Period then concurrently with the completion of the Transfer of MAI's interest to the Proposed Transferee, the Proposed Transferee must reimburse to South32 all Suspension Contributions contributed by South32 to the Company on behalf of MAI together with interest thereon at an interest rate equal to the Prime Rate plus two percent (2%). Where this section 17.4(2) applies, this section 17.4(2) will be deemed to constitute a condition of Transfer for the purposes of section 16.6.

17.5 Retrospective Dilution

If MAI is unable to identify a Proposed Transferee within the Suspension Period then upon expiration of the Suspension Period:

- (1) MAI may, within ten (10) Business Days of such date, reimburse to South32 all Suspension Contributions contributed by South32 to the Company on behalf of MAI multiplied by 1.5 and if Minsud elects not to or fails to do so then:

- (a) the suspension of the operation of sections 7.4 and 7.5 will immediately cease and those sections will again be operative;
- (b) MAI will have no further right, whether under this section 17 or otherwise, to suspend the operation of sections 7.4 and 7.5;
- (c) section 11 will again apply to, and be operative in respect of, MAI; and
- (d) notwithstanding section 17.2(1), section 7.4 will be deemed to have been operative at all times during the Suspension Period and the Percentage Interest of MAI will be recalculated accordingly, in accordance with section 7.4 (“**MAI Adjusted Percentage Interest**”).

17.6 Personal Right of MAI

- (1) Subject to section 17.6(2), the rights of MAI under this section 17 are personal to MAI and cannot be Transferred by MAI to any person.
- (2) The rights of MAI under this section 17 may be Transferred by MAI to a wholly owned Affiliate of MAI as long as concurrently with such Transfer MAI Transfers its entire Interest to such Affiliate and the Affiliate complies with section 16.6.
- (3) The Affiliate of MAI referred to in section 17.6(2) will be deemed to have covenanted with the Company and the Shareholders that if it ceases to be an Affiliate of MAI it must immediately Transfer its Interest back to MAI as long as MAI at the time of such Transfer remains under the same Control as at the Effective Date and if not, then to another person which is so Controlled.
- (4) MAI acknowledges and agrees that notwithstanding anything in section 16.4 to the contrary, in no event may MAI Transfer its rights under this section 17 pursuant to a Transfer described in section 16.4(2), section 16.4(3) or section 16.4(4).

18. CONFIDENTIALITY

18.1 General

The Parties agree that this Agreement (including any drafts of it), all information (whether in tangible or electronic form) exchanged between the Parties or their Affiliates under this Agreement and all information concerning or relating to the Property or the Operations of which it becomes aware (“**Confidential Information**”) is the exclusive property of the Company, is confidential and must be kept confidential and must not be disclosed to any person at any time or in any manner except:

- (1) to another Shareholder;
- (2) with the prior written consent of the other Shareholder;
- (3) disclosure of Confidential Information by a Shareholder to its Affiliates;
- (4) to the extent that the Confidential Information was publicly available at the Effective Date or becomes publicly available subsequent to the Effective Date without breach of this Agreement;
- (5) as may be necessary in seeking approval of any Governmental Authority:
 - (a) in seeking to maintain the Property or acquire additional Mineral Rights or Other Rights; or
 - (b) to perform the Operations;

- (6) by a Party to legal, financial and other professional or technical advisers, auditors and other consultants, officers and employees of:
- (a) that Party; or
 - (b) that Party's Affiliates,
- in any case requiring the information for the purposes of this Agreement (or any transactions contemplated by this Agreement), or for the purpose of advising that Party in relation to this Agreement;
- (7) to the extent required by Law or by a lawful requirement of any Governmental Authority or stock exchange having jurisdiction over a Shareholder or its Affiliates (and the Parties expressly acknowledge that this Agreement may be required to be filed under Minsud Resources Corporation's SEDAR profile at www.sedar.com, subject to such redactions permitted under such Law or lawful requirements as a Party may require);
- (8) if required in connection with legal proceedings or arbitration relating to this Agreement or for the purpose of advising a Shareholder in relation to legal proceedings or arbitration;
- (9) to any bona fide enquirer contemplating the Transfer to it of the Shares of a Shareholder under this Agreement as long as the enquirer has first entered into an agreement in favour of the Parties to preserve confidentiality of information disclosed in a manner at least as onerous on the enquirer as this section 18.1 is onerous on the Parties;
- (10) to a banker, lender, financial institution or other financing source considering the provision of or, which has provided financing to, a Shareholder or an Affiliate of a Shareholder or to a trustee, representative or agent of such banker, financial institution or other financing source; or
- (11) as required by the rules and regulations of any regulator, securities commission or stock exchange or similar public market for trading shares upon which securities of a Shareholder or of an Affiliate of a Shareholder are quoted after the reasonable prior consultation, if practicable, with the other Shareholder taking place as to the nature and form of the disclosure (which does not imply that the consent or approval, of the other Shareholder must or need be obtained). Notwithstanding the foregoing, any disclosure must be to the standards required by the applicable stock exchange, regulator, securities commission or applicable Law.

18.2 Public Announcements

- (1) Any initial public announcement of this Agreement and its subject matter will be in the form agreed between the Shareholders prior to the Effective Date.
- (2) Subject to section 10.2(1), a Party may not make any public announcement in relation to this Agreement or any matter arising under this Agreement unless:
- (a) the wording of the announcement is agreed between the Shareholders, such agreement not to be unreasonably withheld; or
 - (b) the announcement is otherwise permitted under section 10.2(3).
- (3) A Shareholder is entitled to make announcements only to the extent necessary to comply with the listing rules of an applicable stock exchange on which its shares (or that of its Affiliate) are listed or the requirements of a regulator, securities commission or Law. The Shareholder proposing to make such an announcement will endeavour to give the other Shareholder as much notice as is possible (and in any event will endeavour to give at least 24 hours' notice) of its intention to make the announcement, and will take into

account the reasonable requests of the other Shareholder in relation to the wording of the announcement.

18.3 Duration of Confidentiality

This section 17 will apply for two (2) years following termination of this Agreement pursuant to section 13.1, and will continue to apply to any Shareholder who withdraws, who is deemed to have withdrawn, who has forfeited its Interest or who Transfers its Interest, for two (2) years following the date of such occurrence.

18.4 Canadian Disclosure Rules

Where either Shareholder or any Affiliate of either Shareholder (as applicable, the “**Discloser**”) is required by NI 43-101 to file a Technical Report with respect to the Property:

- (1) the Discloser must prepare and file or cause to be prepared and filed the Technical Report in accordance with NI 43-101 using a Qualified Person retained by or on behalf of the Discloser, and neither the non-disclosing Shareholder nor its Affiliates will have any obligation to the Discloser to prepare or provide the Technical Report or any part of the Technical Report, or to provide or make available a Qualified Person to the Discloser;
- (2) the Discloser must not designate the other Shareholder or any associate, Affiliate or Personnel of or retained by the other Shareholder, or any Qualified Person of the other Shareholder, as the Qualified Person of the Discloser, without the prior written consent of the other Shareholder;
- (3) the Discloser will be responsible for the cost of preparing or providing the Technical Report;
- (4) the Discloser's designation of a Qualified Person will be subject to the other Shareholder's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed;
- (5) the non-disclosing Shareholder will be entitled to access to all pertinent information related to that portion of the Technical Report pertaining to the Property and must be afforded a reasonable opportunity to review and require changes to that portion of the Technical Report prior to the filing of the Technical Report with applicable regulatory authorities; and
- (6) no representation or warranty is or will be made by the non-disclosing Shareholder or its Affiliates with respect to the accuracy or completeness of the Technical Report, nor with respect to the disclosure by the Discloser of any information relating to the Property, and the Discloser acknowledges and agrees that neither the non-disclosing Shareholder or the Company will be responsible or liable for any Claim arising out of or in connection with the accuracy or completeness of the Technical Report or with respect to the disclosure by the Discloser of any information relating to the Property.

19. ANTI-CORRUPTION, INTERNAL CONTROLS AND COMPLIANCE POLICIES

19.1 Adequate anti-corruption policies and internal controls - Company

The Company will adopt adequate written policies and procedures that are acceptable in form and substance to South32 to ensure compliance with Laws relating to Bribery and trade sanction laws.

19.2 Representations and Covenants

- (1) Each Shareholder, including the Company, represents and warrants and agrees that, in connection with this Agreement:
 - (a) neither it, nor its Personnel, directly or indirectly has engaged (upon entering into this Agreement), or will engage, in the Bribery of a Government Official or any person;
 - (b) it (including its Personnel) will otherwise comply with any Anti-Corruption Laws;
 - (c) neither it, nor any of its officers or directors, has been convicted of any offence involving a breach of Anti-Corruption Laws;
 - (d) it will keep and maintain accurate and reasonably detailed books and financial records of expenses and receipts in connection with its performance under, and payments made or received in connection with, this Agreement; and
 - (e) upon request, as soon as reasonably practicable but not later than five (5) Business Days, provide any information and reasonable assistance to another Party to audit any books and financial records to verify compliance with the undertakings under this Agreement, and otherwise reasonably co-operate with a Shareholder investigation of any related matters.

- (2) Each Shareholder represents, warrants and agrees that, in connection with this Agreement, the Assets and the Operations:
 - (a) neither it, nor any of its Affiliates nor its Personnel, directly or indirectly, has engaged (prior to entering into this Agreement), or will engage, in the Bribery of a Government Official or any person;
 - (b) it (including its Affiliates and Personnel) has and will otherwise comply with any Anti-Corruption Laws;
 - (c) except as disclosed to the other Party, neither it (including any of its Personnel) nor any other entity in which the Party has an ownership interest:
 - (i) is directly or indirectly owned or controlled, in whole or in part, by any Government Official unless the interest held is less than 5% of any securities of the Party that are publicly traded on a major stock exchange; and
 - (ii) has an officer, director, or employee who is, or currently expects to become, such a Government Official during the term of this Agreement;
 - (d) it must notify each other Party promptly, and in any event not less than five (5) Business Days, upon becoming aware that any officer, director, employee or owner becomes, or expects to become, a Government Official in a position to take or influence official action for or against the Property, the Operations or this Agreement;
 - (e) if it engages a Subcontractor or other third party to interact with others on its behalf, it will perform appropriate risk based anti-corruption due diligence on that Subcontractor or third party, will keep records of the same, and take reasonable measures to ensure they comply with sections 19.2(2)(a), 19.2(2)(b) and 19.2(2)(c); and

- (f) it will notify each other Party promptly upon becoming aware of any potential breach of sections 19.2(2)(a), 19.2(2)(b), 19.2(2)(c) or 19.2(2)(d).
- (3) Each Shareholder represents, warrants and agrees that, in connection with this Agreement, it will:
- (a) keep and maintain accurate and reasonably detailed books and financial records of expenses and receipts in connection with its performance under, and payments made or received in connection with, this Agreement; and
 - (b) upon request, as soon as reasonably practicable but no later than five (5) Business Days, provide any information and reasonable assistance to another Party to audit any books and financial records to verify compliance with the representations, warranties and undertakings under this Agreement, and otherwise reasonably co-operate with any Party investigation of any related matters.

20. DISPUTES AND ARBITRATION

20.1 Disputes

If there is any Dispute between the Shareholders concerning or arising out of or in relation to this Agreement, whether before or after the expiration of this Agreement (including any Dispute as to whether any issue or matter is arbitrable), then a Shareholder may give to each other Party a notice ("**Dispute Notice**") specifying the Dispute and requiring its resolution under this section 20. All Disputes must be resolved solely in accordance with this section 20.

20.2 Dispute Representatives to Seek Resolution

- (1) If the Dispute is not resolved within ten (10) Business Days after a Dispute Notice is given by a Shareholder to each other Party, each Shareholder must nominate one (1) representative from its senior management to resolve the Dispute (each, a "**Dispute Representative**"), who must negotiate in good faith using their respective commercially reasonable efforts to attain a resolution of the Dispute.
- (2) If the Dispute is not resolved within ten (10) Business Days of the Dispute being referred to the respective Dispute Representatives or a Shareholder fails to nominate a Dispute Representative, then any Shareholder may submit the Dispute to arbitration in accordance with section 20.3.

20.3 Arbitration

- (1) Any Dispute which has not been resolved under section 20.2 must be referred to and finally resolved by arbitration under the then current domestic commercial arbitration rules of the BCICAC ("**Rules**").
- (2) The Parties agree that:
 - (a) the seat, or legal place of arbitration, will be Vancouver, British Columbia. The language used in the arbitral proceedings will be English;
 - (b) all arbitral proceedings will be private and confidential and may be attended only by the arbitrators, the Parties and their representatives, and witnesses to the extent they are testifying in the proceedings;
 - (c) subject to section 20.3(2)(d), any Dispute will be heard by a single arbitrator and the Shareholders must attempt to agree upon a qualified individual to serve as arbitrator. If the Shareholders are unable to so agree within twenty (20) Business

Days of the first attempt by the Shareholders to select the arbitrator, then a Shareholder may request that the BCICAC select and appoint the arbitrator;

- (d) if any Shareholders' claim or counterclaim equals or exceeds five million dollars (\$5,000,000), exclusive of interest or legal fees, then the Dispute must be heard and determined by three (3) arbitrators and in the event that three (3) arbitrators will hear the Dispute, each Shareholder must, within twenty (20) Business Days after commencement of the arbitration, select one (1) person to act as arbitrator. The two (2) arbitrators so selected must, within ten (10) Business Days of their appointment, select a third arbitrator who will serve as the chairperson of the arbitral panel;
 - (e) if a Shareholder fails to appoint an arbitrator as required under section 20.3(2)(d), or if the arbitrators selected by the Shareholders are unable or fail to agree upon a third arbitrator within ten (10) Business Days of their appointment, then a Shareholder may request that the BCICAC select and appoint that arbitrator;
 - (f) the arbitrator (or each of them as the case may be) must be independent of the Parties, a senior qualified and practising lawyer in Canada with expertise in the subject matter of the Dispute;
 - (g) if an arbitrator dies, resigns, refuses to act, or becomes incapable of performing his or her functions as an arbitrator, then the BCICAC may declare a vacancy on the panel and the vacancy must be filled by the method by which that arbitrator was originally appointed;
 - (h) the arbitral panel may determine all questions of law and jurisdiction (including questions as to whether or not a Dispute is arbitrable) and all matters of procedure relating to the arbitration;
 - (i) arbitration will be the sole and exclusive forum for resolution of a Dispute and any award or determination of the arbitral panel will be final and binding upon the Parties in respect of all matters relating to the arbitration, the procedure, the conduct of the Parties during the proceedings and the final determination of the issues in the arbitration; and
 - (j) there will be no appeal from any award or determination of the arbitral panel to any court and judgment on any arbitral award may be entered in any court of competent jurisdiction.
- (3) If for any reason the BCICAC cannot or does not make the appointment or appointments required under the Rules or this section 20, either Shareholders may apply to the Supreme Court of British Columbia to appoint the arbitrator or arbitrators, as the case may be.
- (4) No arbitration proceeding may be commenced under this section 20 unless commenced within the time period permitted for actions by the applicable statute of limitations.
- (5) All papers, notices or process pertaining to an arbitration under this Agreement may be served on a Party in accordance with section 21.
- (6) The Parties must treat as Confidential Information, in accordance with the provisions of section 17, the existence of the arbitral proceedings; written notices, pleadings and correspondence in relation to the arbitration; reports, summaries, witness statements, memorials, briefs and other documents prepared in respect of the arbitration; contemporaneous or historical documents exchanged or produced for the purposes of the arbitration; and the contents of any award or ruling made in respect of the arbitration. Notwithstanding the foregoing, a Shareholder may disclose such Confidential Information

in judicial proceedings to enforce an award or ruling and as permitted under this section 20.

20.4 Inconsistency between Rules and Agreement

If there is a conflict between the provisions of this Agreement and the provisions of the Rules, then the provisions of this Agreement will prevail.

20.5 Effect of Arbitration

Nothing in this section 20 will prejudice the right of a Shareholder to institute legal proceedings to seek urgent interlocutory or declaratory relief. Subject to the foregoing, the arbitration will be the sole and exclusive forum for resolution of a Dispute and the award will be final and binding.

20.6 Enforcement

The award rendered by an arbitral panel may be enforced by an order or judgment of any court having jurisdiction or an application may be made to such court for acceptance of the award and an order of enforcement, as the case may be.

20.7 Performance of Obligations During Dispute

During the existence of any Dispute, the Parties must continue to perform all of their obligations under this Agreement which are not the subject of the Dispute without prejudice to their position in respect of such Dispute, unless the Shareholders otherwise agree.

20.8 Consolidation of Arbitration

If a Shareholder is or becomes involved in any arbitration proceeding with another Shareholder and with any Affiliate of another Shareholder, all such arbitrations may at such Shareholders' discretion be consolidated or joined with the other arbitration or arbitrations such that all Disputes between the Shareholders and any Affiliates of the Shareholders, are resolved by a single arbitral panel.

20.9 Independent Expert Determination

If:

- (1) during the term of this Agreement there is any Dispute as to the application of any industry or technical standard or any rules, practices or customs of any trade or profession; or
- (2) the terms of this Agreement expressly provide that a Dispute will be resolved by an Independent Expert; or
- (3) during the term of this Agreement, the Shareholders agree that a Dispute will be resolved by an Independent Expert; or
- (4) during the term of this Agreement the fair market value of the Property or of the Interest of a Shareholder is required by a provision of this Agreement to be determined,

then, notwithstanding any other provision of this section 20, the Dispute or the required fair market valuation (as applicable) must be referred to an Independent Expert for determination and sections 20.10 to 20.12 will apply in place of section 20.3.

20.10 Appointment of Independent Expert

The procedure for the appointment of an Independent Expert will be as follows:

- (1) in the case where a Dispute must be referred to an Independent Expert for resolution:
 - (a) the Shareholder wishing the appointment to be made must give notice in writing to that effect to the other Shareholder and the Company and must give details of the Dispute which it proposes will be resolved by the Independent Expert;
 - (b) if the matter to be referred to the Independent Expert is not resolved by the Shareholders within ten (10) Business Days from the date of the notice referred to in section 20.10(1)(a), then representatives of the Shareholders must meet (either in person or by electronic means) and, subject to section 20.10(1)(c), endeavour to agree upon a single Independent Expert to whom the Dispute will be referred for determination;
 - (c) the Independent Expert must:
 - (i) be a suitably qualified expert who has qualifications and experience appropriate to the subject matter of the Dispute; and
 - (ii) be independent of the Parties and have no direct or indirect personal interest in the outcome of the decision he or she is requested to make and, unless otherwise agreed between the Shareholders, must not (and whose firm must not) have acted for any Party in any material capacity for a period of at least two (2) years preceding the date of his or her appointment; and
 - (d) if within fifteen (15) Business Days of the notice referred to in section 20.10(1)(a) the Shareholders fail to agree upon the appointment of a single Independent Expert, then the Company must request the BCICAC to, subject to section 20.10(1)(c), appoint the Independent Expert. If the then President of the BCICAC does not appoint the Independent Expert within seven (7) Business Days of receiving the Company's request, then either Shareholder may make an application to the Supreme Court of British Columbia for the selection and appointment of the Independent Expert;
- (2) in the case where this Agreement requires that the fair market value of the Property or of the Interest of a Shareholder be determined by an Independent Expert:
 - (a) the Shareholder wishing the appointment to be made must give notice in writing to that effect to the other Shareholder and the Company and must specify whether the fair market value of the Property or of a relevant Interest will be determined by the Independent Expert;
 - (b) if the fair market value of the Property or of the relevant Interest is not agreed by the Shareholders within ten (10) Business Days from the date of the notice referred to in section 20.10(2)(a), then representatives of the Shareholders must meet (either in person or by electronic means) and, subject to section 20.10(2)(c), endeavour to agree upon a single Independent Expert who will determine the fair market value of the Property or of the relevant Interest;
 - (c) the Independent Expert must:
 - (i) be a suitably qualified expert who has appropriate qualifications and no less than ten (10) years' experience in the valuation of substantially similar mining properties to the Property or in the case where a Mining Operation has been established, substantially similar mining operations to the Mining Operation; and

- (ii) be independent of the Parties and have no direct or indirect personal interest in the outcome of the decision he or she is requested to make and, unless otherwise agreed between the Shareholders, must not (and whose firm must not) have acted for any Party in any material capacity for a period of at least two (2) years preceding the date of his or her appointment;
- (d) if within fifteen (15) Business Days of the notice referred to in section 20.10(2)(a) the Shareholders fail to agree upon the appointment of a single Independent Expert, then the Company must request the President or Chief Executive Officer for the time being of CIM to, subject to section 20.10(2)(c), appoint the Independent Expert. If the then President or Chief Executive Officer does not appoint the Independent Expert within seven (7) Business Days of receiving the Company's request, then either Shareholder may make an application to the Supreme Court of British Columbia for the selection and appointment of the Independent Expert.

20.11 Instruction of Independent Expert and Procedures

- (1) The Dispute which the Independent Expert is required to resolve or the required fair market valuation to be made (as the case may be) must be referred to him or her by the Company by written submission which must state the specific matter to be determined or valued (as the case may be) together with all other reasonably relevant matters including any requirements under this Agreement relating to that matter.
- (2) The Independent Expert will be instructed to:
 - (a) allow and give due weight to any submissions, representations, information or material put forward by a Shareholder or the Company within any time limit prescribed by the Independent Expert in his or her discretion;
 - (b) determine the Dispute or make the required fair market valuation (as the case may be) within the shortest practicable time; and
 - (c) deliver a report stating its determination with respect to the Dispute or the fair market valuation (as the case may be) setting out the reasons for the determination that has been made.
- (3) Without limiting and in addition to the requirement set out in section 20.11(2), where the Independent Expert is required to determine the fair market value of the Property or of the Interest of a Shareholder:
 - (a) the Independent Expert:
 - (i) must determine the fair market value having regard to all relevant factors including applicable standards, guidelines and practices set out in CIMVAL Standards & Guidelines and NI 43-101;
 - (ii) at his or her discretion may consult the Company and the contractors (if any) engaged by the Company in connection with the Operations;
 - (iii) will be entitled to rely in good faith upon the opinions of any expert or other persons (including the contractors of the Company) consulted;
 - (iv) must consider any submissions as to value which may be made to him or her by a Shareholder within any time limit prescribed by the Independent Expert in his or her discretion;

- (v) must make his or her valuation on the basis of a willing but not anxious purchaser and a willing but not anxious vendor at the applicable date;
 - (vi) must not apply any minority discount nor any control premium in determining such fair market value; and
 - (vii) in the case where the fair market value of a CC Interest is being determined as a consequence of a Change in Control:
 - (A) must determine the fair market value as at the date of the agreement or proposed agreement which will give rise to the Change in Control; and
 - (B) may take account of, among other things, the price paid or payable (directly or indirectly) for the shares of the Shareholder who is affected by, and as part of, the Change in Control and of the proportion of that price which may be attributable to the CC Interest of that Shareholder.
- (4) The Independent Expert must prescribe the procedures for the conduct of the process in order to resolve the Dispute or determine the required fair market value and must provide each Shareholder with a fair opportunity to make submissions in relation to the Dispute or the determination of the required fair market value.
- (5) Each Shareholder and the Company must make freely available and in a timely manner any information (whether embodied in tangible or electronic form), assistance and co-operation which an Independent Expert reasonably requests for the purpose of conducting and making his or her his determination or valuation (as the case may be).

20.12 Determination of Independent Expert

- (1) Any process or determination of the Dispute or of fair market value by the Independent Expert will be made as an expert and not as an arbitrator and the determination of the Independent Expert will be final and binding on the Shareholders without appeal so far as the Law allows except in the case of manifest error or where either Shareholder has not been provided with a fair opportunity to make submissions in relation to the Dispute or the determination of the fair market value of the Property or of the Interest of a Shareholder.
- (2) Except as provided otherwise in this Agreement:
- (a) each Shareholder must bear its own costs of and incidental to any proceedings under sections 20.9 to 20.11 (inclusive); and
 - (b) the costs of the Independent Expert will be borne by the Shareholders in equal shares.

20.13 No Future Engagement of Expert

Each Shareholder acknowledges and agrees that for a period of two (2) years after the date on which the Independent Expert delivers his or her report pursuant to section 20.11(2)(c) it may not engage or employ the Independent Expert but the foregoing will not apply if the Independent Expert was appointed pursuant to section 20.10(2)(d).

21. NOTICE**21.1 Form of Notice**

A notice, demand, approval, consent or other communication required, given or made under this Agreement (“**Notice**” or “**notice**”) must be:

- (1) in writing; and
- (2) delivered by hand or sent electronically as an attachment to an email to the email or other internet address, specified in section 14.3.

21.2 Delivery

- (1) A Notice is effective:
 - (a) if delivered by hand, on the date it is delivered to the addressee;
 - (b) if sent electronically:
 - (i) at the time shown in the delivery confirmation report generated by the sender's email system; or
 - (ii) if the sender's email system does not generate a delivery confirmation report within twelve (12) hours of the time the email is sent, unless the sender receives a return email notification that the email was not delivered, undeliverable or similar, at the time which is twelve (12) hours from the time the email was sent,

unless a later time is specified in the Notice.
- (2) A Notice received after 5 p.m. in the place of receipt is taken to be received on the next Business Day in the place of receipt.
- (3) A Party may, from time to time, notify the other Party in writing of any change to its details in section 14.3.
- (4) An email does not itself constitute a Notice but a Notice may be transmitted as an attachment to an email.

21.3 Address for Notice

- (1) MAI's delivery address and electronic mail address are:

Minsud Argentina Inc.

<@>

Attention: <@>

Email: <@>

- (2) the Company's delivery address and electronic mail address are:

Minera Sud Argentina S.A.

<@>

Attention: <@>

Email: <@>

- (3) South32's delivery address and electronic mail address are:

South32 Aluminium (Holdings) Pty Ltd
108 St Georges Terrace
Perth, Western Australia
Australia 6000

Attention: <@> <@>
Email: <@>.<@>@south32.net

22. GENERAL

22.1 Parties

Where a Party comprises two or more persons, each of them is, to the extent permitted by Law, jointly and severally liable for the obligations and liabilities of that Party created by, arising under or in connection with this Agreement.

22.2 Entire Agreement

This Agreement:

- (1) subject to section 15.15 of the Earn-In Agreement, is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

22.3 No Third Party Beneficiaries

Except as expressly provided otherwise in this Agreement:

- (1) each person who executes this Agreement does so solely in its own legal capacity and not as agent or trustee for, nor as a partner of, any other person; and
- (2) only those persons who execute this Agreement have a right or benefit under it and no other person, including any creditor of any Shareholder, is intended to be a beneficiary of this Agreement or will have any rights under this Agreement.

22.4 Legal Advice

Each Party acknowledges that it has received legal advice about this Agreement or has had the opportunity to receive legal advice about this Agreement.

22.5 Further Assurances

Except as provided otherwise in this Agreement, each Shareholder must take from time to time such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

22.6 Amendment and variation

This Agreement may not be amended, modified, varied or supplemented except in writing signed by the Shareholders.

22.7 Consents or Approvals

Except where expressly specified otherwise in this Agreement, if the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a Shareholder or is within the discretion of a Shareholder, then the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the Shareholder in its absolute discretion.

22.8 Waiver

The Parties agree that:

- (1) a Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right;
- (2) the exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right;
- (3) a waiver is not effective unless it is in writing; and
- (4) waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

22.9 Survival

- (1) Sections 6.3, 7.7, 13.3, 13.4, 13.5, 14.4, 15, 16.11, 19 and 20 and all rights accrued prior to termination of this Agreement will not merge on termination of this Agreement, but will continue in full force and effect after any termination of this Agreement as will any other provision of this Agreement which expressly or by implication from its nature is intended to survive the termination of this Agreement.
- (2) Sections 16.10 and 18 will not merge on termination of this Agreement, but will continue in full force and effect after any termination of this Agreement and will survive in accordance with their terms.

22.10 Governing Law

Except for matters of title to the Property or its assignment or transfer, which will be governed by the law of its situs, this Agreement is solely governed by the law in force in British Columbia and the laws of Canada applicable in British Columbia without giving effect to the conflict of laws principles in British Columbia and without reference to the laws of any other jurisdiction.

- (1) Subject to section 20, each Party:
 - (a) irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of the courts exercising jurisdiction in British Columbia, and any court that may hear appeals from any of those courts, for any proceeding in connection with this Agreement, subject to the right to enforce a judgement obtained in any of those courts in any other jurisdiction; and
 - (b) irrevocably waives any objection to the venue of any legal process commenced in the courts of British Columbia on any basis including that the process has been brought in an inconvenient forum.

22.11 Language

- (1) At the request of the Parties this Agreement has been drafted in the English language. If required by applicable Law, this Agreement may be translated into Spanish but in the event of any inconsistency between the Spanish version of this Agreement and the English version of this Agreement, the English version will prevail and govern.
- (2) All the documents, notices, waivers and other communications given or made between the Parties in connection with this Agreement must be in the English language unless the Parties agree to the use of Spanish for any or all communications. In the event of a discrepancy between the English language version and the Spanish language translation of any document, notice, waiver or other communication, the English language version will prevail and govern.

22.12 Severability

- (1) If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.
- (2) Where a provision of this Agreement is prohibited or unenforceable, the Parties must negotiate in good faith to replace the invalid provision by a provision which is in accordance with the applicable Law and which must be as close as possible to the Parties' original intent and appropriate consequential amendments (if any) will be made to this Agreement.

22.13 Successors and Assigns

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

22.14 Counterparts

This Agreement may be executed in any number of counterparts. Each counterpart is an original, but the counterparts together are one and the same document. This Agreement is binding on the Parties on the exchange of counterparts. A copy of a counterpart sent by facsimile machine or by electronic mail:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

22.15 Execution – Authorized Officer to Sign

Each person signing this Agreement as an authorized officer of a Party hereby represents and warrants that he or she is duly authorized to sign this Agreement for that Party and that this Agreement will, upon having been so executed, be binding on that Party in accordance with its terms.

[Signatures on Next Page]

Executed as an agreement as of the Effective Date.

MINSUD ARGENTINA INC.

By: _____
Name: _____
Title: _____

MINERA SUD ARGENTINA S.A.

By: _____
Name: _____
Title: _____

SOUTH32 ALUMINIUM (HOLDINGS) PTY LTD

By: _____
Name: _____
Title: _____

AREA OF INTEREST

SCHEDULE 2

ROYALTY AGREEMENT

THIS AGREEMENT dated as of <@>, 20<@>.

BETWEEN:

MINERA SUD ARGENTINA S.A., a company duly incorporated under the laws of Argentina having an office at <@>
("Company")

AND:

<insert name of Royalty Holder>, <@>, having an office at <@>, <@>.
("Royalty Holder")

INTRODUCTION

- A. By a Shareholders Agreement dated <@> <@>, 20<@> between, among others, the Royalty Holder (as shareholder) and the Company, the Company agreed to grant to the Royalty Holder a royalty.
- B. The Parties have agreed to enter into this Agreement to evidence the terms and conditions upon which the Royalty Holder is entitled to receive the royalty described in Introduction A.

In consideration of, among other things, the mutual promises contained in this Agreement, the Parties agree:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, in this Agreement:

- (1) **"Affiliate"** means any person which directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, **"control"** means, in relation to any person, possession, directly or indirectly, of the power to direct or cause direction of management and policies of that person through ownership of voting securities, contract, voting trust or otherwise;
- (2) **"Agreement"** means this document including any schedule or appendix to it;
- (3) **"Allowable Deductions"** means:
- (a) all costs, Penalties, fees, expenses, charges, and deductions, including tolling charges or deductions, representation expenses, metal losses, umpire charges, assaying and sampling charges, smelting costs and treatment charges, that are incurred by the Company and its Affiliates relating to smelting or refining Mineral Products. In the case of leaching operations or other solution mining techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred beyond the point at which the metal being treated is in solution will be considered as treatment charges (it being agreed and understood, however, that such processing and recovery costs will not include the cost of mining, crushing, preparation, distribution of leach solutions or other mining and preparation costs up to the point at which the metal goes into solution);

- (b) all handling and incidental costs and expenses including banking, weighing, loading, unloading, stockpiling and storage;
- (c) all costs, expenses and charges that are incurred by the Company and its Affiliates relating to transportation (including insurance, shipping, freight, handling, loading, port, demurrage, security, delay and forwarding expenses and transaction taxes) of the Mineral Products from the Property, a mill or other place of ore treatment to a smelter or refinery, including such costs, expenses, and charges related to transportation from any such facility to another, and from there to the place or places of storage and sale to the place where sold, and will include costs or charges of any nature for or in connection with insurance, storage or representation at a smelter or refinery for Mineral Products;
- (d) all sales and marketing, representation, agency and brokerage costs and commissions incurred by the Company or its Affiliates in selling or otherwise disposing of Mineral Products;
- (e) administrative and other general overhead costs that are directly attributable and reasonably allocable to the costs set out in sections 1.1(3)(a) to 1.1(3)(d);
- (f) Carried Forward Deductions;
- (g) all sales, production, extraction, net proceeds, use, gross receipts, severance, ad valorem, value added tax, excise, export, import and other taxes, custom duties, governmental royalties and other governmental charges, if any, payable by the Company or its Affiliates with respect to the existence, severance, production, removal, sale, import, export, transportation, or disposition of ore, concentrates, doré, refined gold, refined silver, or other Mineral Products produced from the Property or in respect of the Royalty, but excluding taxes based on net or gross income and like taxes, the value of the Property and any value added or other taxes that are recoverable by the Company or its Affiliates; and
- (h) any other incidental charge or expense incurred between the outer boundary of, or adjacent to, the Property up to the point of delivery of the Mineral Products into a smelter, refinery or other processing facility, including on-site transport and storage;

Notwithstanding the foregoing and irrespective of whether Mineral Product is processed on or off the Property in a facility wholly or partially owned by the Company or a shareholder of the Company or by an Affiliate of the Company or an Affiliate of a shareholder of the Company, Allowable Deductions will not include any costs that are in excess of those which would be incurred on an arm's length basis, or which would not be Allowable Deductions if that Mineral Product was processed by an independent third party;

- (4) **"Average Spot Price"** for any expired Quarter means:
 - (a) in respect of Gold, the arithmetic average of the mean of the London AM and PM Price Fix for each day of the expired Quarter on which the London Bullion Market Association fixes a spot price per Troy ounce of Gold in United States dollars as published in *Metal Bulletin*;
 - (b) in respect of Silver, the arithmetic average of the London Price Fix for each day of the expired Quarter on which the London Bullion Market Association fixes a

spot price per Troy ounce of Silver in United States dollars as published in *Metal Bulletin*;

- (c) in respect of other precious Metals, the arithmetic average of the price of Metal quoted in United States dollars and published in the *Metal Bulletin*, for each day of the expired Quarter on which the price of the precious metal is quoted;
 - (d) in respect of Copper, the arithmetic average of the LME Grade A Cash Settlement Price for copper in United States dollars as published in *Metal Bulletin*, for each Business Day of the expired Quarter; and
 - (e) in respect of any other Mineral, the arithmetic average of the price in United States dollars of such Mineral for each Business Day of the expired Quarter, where such price is arrived at using global industry standards for establishing the average spot price of any other such Mineral as published in *Metal Bulletin*;
- (5) “**BCICAC**” means the British Columbia International Commercial Arbitration Centre or any person which replaces it or which substantially succeeds to its powers or functions;
 - (6) “**Business Day**” means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
 - (7) “**Carried Forward Deduction**” means the amount of Allowable Deductions that exceeds the Gross Proceeds in a Quarter, which may then be carried forward and deducted from Gross Proceeds in subsequent Quarters;
 - (8) “**Confidential Information**” has the meaning given in section 9.1;
 - (9) “Consumption Tax” means:
 - (a) in the case of Canada, the tax payable under Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E 15, as amended and any harmonized sales tax or provincial sales tax in jurisdictions in which it is applicable;
 - (b) in the case of a jurisdiction other than Canada, any goods and services tax, value added tax, sales tax or similar tax levied by a Governmental Authority;
 - (10) “**Dispute**” has the meaning given in section 9.1;
 - (11) “**Dispute Representative**” has the meaning given in section 8.2;
 - (12) “**Dispute Notice**” has the meaning given in section 9.1;
 - (13) “**Governmental Authority**” means any foreign, domestic, national, federal, provincial, territorial, state, regional, municipal or local government or authority, quasi government authority, fiscal or judicial body, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing;
 - (14) “**Gross Proceeds**” means, subject to sections 4.9 and 4.10, in respect of an expired Quarter the aggregate of:
 - (a) the sale proceeds that are actually received by the Company (or an Affiliate of the Company) from the sale (whether immediate or for future delivery) during the

expired Quarter of all Mineral Product extracted from the Property where the sale is effected on an arms-length basis on normal commercial terms; or

- (b) if sales are effected by the Company (or an Affiliate of the Company) on any other basis than on an arms-length basis on normal commercial terms, or if Mineral Product extracted from the Property is disposed of by the Company (or an Affiliate of the Company) otherwise than by sale (whether immediate or for future delivery) during the expired Quarter, an amount equal to the Average Spot Price multiplied by the quantity of the Mineral Product extracted from the Property so sold or otherwise disposed of by the Company (or an Affiliate of the Company) during the expired Quarter;
- (15) **"IFRS"** means the international financial reporting standards adopted by the International Accounting Standards Board, as amended from time to time or any successor standards;
- (16) **"Interest Rate"** means that rate which is 2 percentage points higher than the prime rate of the Royal Bank of Canada on the due date for payment or, if the prime rate is not published on that day, on the day before the due date for payment on which the prime rate was most recently published;
- (17) **"Metal"** means any metallic element in whatever form and however contained, including, by way of example, gold, silver, platinum, palladium, copper, zinc, nickel, iron, lead, cobalt, titanium, iridium and uranium;
- (18) **"Minerals"** means any naturally occurring substance including gold, all other Metals, coal, all other hydrocarbons, and all industrial minerals, including, diamonds, evaporates, limestone, rock, gravel, sand and clay;
- (19) **"Mineral Product"** means all Metals, Minerals or other product extracted for use or commercial sale which is produced or extracted by or on behalf of the Company or an Affiliate of the Company from the Property (whether in concentrate or otherwise) but excluding any Minerals or Metals that are associated with or contained in the product that is extracted for use or commercial sale and for which the Company or its Affiliate receives no credit;
- (20) **"Mineral Rights"** means prospecting licences, exploration licences, mining leases, mining licences, mineral concessions and claims and other forms of mineral tenure or other rights to minerals, or to work upon lands for the purpose of searching for, developing or extracting minerals under any form of mineral title recognized under applicable law in Argentina whether contractual, statutory or otherwise;
- (21) **"Net Smelter Returns"** means the Gross Proceeds derived from the sale or disposition of Mineral Product less Allowable Deductions;
- (22) **"NI 43-101"** means National Instrument 43-101, *"Standards of Disclosure for Mineral Projects"* published by the Canadian Securities Administrators, as amended from time to time or any successor instrument, rule or policy;
- (23) **"Party"** means either the Company or the Royalty Holder, as the context requires;
- (24) **"Parties"** means the Company and the Royalty Holder;
- (25) **"Penalty"** or **"Penalties"** means a charge or charges made by a refinery, smelter or other processing facility, in addition to normal refining costs, for removing from the Mineral Product Minerals or other substances which are deleterious to the smelting and

refining processes or where the cost of the removal exceeds the value of those Minerals or other substances;

- (26) **"Property"** means the Mineral Rights as described in Schedule 1, together with any present or future renewal or extension of any of those Mineral Rights;
- (27) **"Proposed Assignee"**, as the context requires, means:
- (a) the independent third party referred to in section 7.1(1); or
 - (b) the person referred to in section 7.1(2);
- (28) **"Quarter"** means a period of 3 calendar months ending on 31 March, 30 June, 30 September, or 31 December and **"Quarterly"** has a corresponding meaning;
- (29) **"Royalty"** means the percentage of the Net Smelter Returns to which the Royalty Holder is entitled under section 2;
- (30) **"Royalty Records"** means the books, accounts and records maintained by or on behalf of the Company or an Affiliate of the Company showing reasonable detail in relation to:
- (a) the quantity of Mineral Products sold in each Quarter;
 - (b) the calculation of each component of the Royalty for each Quarter;
 - (c) the payment of the Royalty in each Quarter; and
 - (d) where there is any co-mingling in a Quarter of Mineral Products with materials extracted from land outside the boundaries of the Property, the measures, moistures and assays of the Minerals and substances in the Mineral Products extracted and recovered from the Property prior to the co-mingling;
- (31) **"Royalty Statement"** has the meaning given in section 4.2;
- (32) **"Rules"** has the meaning given in section 8.4; and
- (33) **"Trading Activities"** has the meaning given in section 4.9.

1.2 Unless the context otherwise requires, in this Agreement:

- (1) the singular includes the plural and conversely and a gender includes all genders;
- (2) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (3) a reference to a person, corporation, trust, partnership, joint venture, unincorporated body or other entity includes any of them;
- (4) a reference to a section, schedule or appendix is a reference to a section of or a schedule or appendix to this Agreement;
- (5) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document;

- (6) a reference to a party to an agreement (including this Agreement) or document includes the party's successors and permitted substitutes (including persons taking by novation) or assigns (and, where applicable, the party's legal personal representatives);
- (7) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it;
- (8) a reference to *dollars* and \$ is to the currency of the United States of America;
- (9) the word "*including*" means "*including without limitation*" and "*include*" and, "*includes*" will be construed similarly;
- (10) headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation;
- (11) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (12) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day; and
- (13) a reference to anything (including a right, obligation or concept) includes a part of that thing, but nothing in this section 1.2(13) implies that performance of part of an obligation constitutes performance of the obligation.

2. ROYALTY

The Company must pay to the Royalty Holder a royalty equal to 2% of the Net Smelter Returns, on the terms and conditions specified in this Agreement.

3. OPERATIONS ON THE PROPERTY

3.1 The Company (and any Affiliate of the Company):

- (1) may, but is not obliged to, treat, mill, sort, concentrate, refine, or otherwise process, beneficiate or upgrade the ores, concentrates, and other products at sites located on or off the Property, prior to sale, transfer, or conveyance to a purchaser, user, or consumer;
- (2) will have complete discretion concerning the nature, timing and extent of all exploration, development, mining, treating, milling and other operations conducted on or in relation to the Property and may suspend or cease operations and production on the Property at any time it considers prudent or appropriate to do so. Neither the Company nor any Affiliate of the Company will owe the Royalty Holder any duty to explore, develop or mine the Property, or to do so at any rate or in any manner other than that which the Company or any Affiliate of the Company may determine in its sole and unfettered discretion; and
- (3) is not liable for any mineral or commercial value lost in processing ores, concentrates, and Mineral Products extracted from the Property under sound mining practices and procedures and no royalty is due on any such lost value.

3.2 Co-mingling of Mineral Product from the Property with other ores, concentrates, mineral products, Metals and Minerals produced elsewhere is permitted as long as reasonable and customary procedures are established for the weighing, sampling, assaying and other measuring or testing

necessary to fairly allocate valuable metals contained in such Mineral Product and in the other ores, concentrates, mineral products, Metals and Minerals.

4. PAYMENTS

- 4.1 The obligation to pay the Royalty will accrue upon the first receipt by the Company (or by an Affiliate of the Company) of payment from the sale of the Mineral Product.
- 4.2 The Royalty, will be due and payable Quarterly on the last day of the month next following the end of the Quarter in which the same accrued. Royalty payments will be accompanied by a statement (a "**Royalty Statement**") showing in reasonable detail:
- (1) the quantities and grades of Mineral Product sold or deemed sold by the Company (or its Affiliate) in the preceding Quarter;
 - (2) the Gross Proceeds for the preceding Quarter;
 - (3) the applicable Allowable Deductions for the preceding Quarter;
 - (4) any Carried Forward Deductions; and
 - (5) other pertinent information in sufficient detail to explain the calculation of the Royalty payment.
- 4.3 If the Company (or any Affiliate of the Company) is legally required to directly remit to any Governmental Authority any Consumption Tax imposed in respect of a Royalty payment or to deduct any other tax, duty, levy, impost, deduction, charge or withholding from that payment, then the amount of the Consumption Tax or the deduction is for the account of the Royalty Holder.
- 4.4 If any Party fails to pay any sum payable by it under or in accordance with this Agreement that Party must pay simple interest on that sum from the due date for payment until that sum is paid in full at the rate per annum which is the Interest Rate on the date on which the payment was due calculated daily. The right to require payment of interest under this section 4.4 is without prejudice to any other rights the non-defaulting Party may have against the defaulting Party under this Agreement, at law or in equity.
- 4.5 Each Royalty payment will be considered final and in full satisfaction of all obligations of the Company with respect to that payment, unless the Royalty Holder does not agree with the Royalty Statement, in which case the Royalty Holder may, within six (6) months of receiving the Royalty Statement or the report of an auditor appointed in accordance with this Agreement (whichever is the later), give the Company a Dispute Notice in which case the dispute resolution procedures in this Agreement apply.
- 4.6 The Royalty Holder may, upon reasonable notice to the Company and at reasonable times and at its own cost, within sixty (60) days of receiving a Royalty Statement appoint a chartered accountant who enters into a confidentiality undertaking with the Company substantially in the terms of section 9 to audit the Company's Royalty Records (including mining and production records) relating to the calculation of the Royalty payment in question. The Royalty Holder must ensure that a copy of the report of the auditor is provided to the Company as soon as practicable.
- 4.7 If an audit conducted in accordance with section 4.6 determines that there has been a deficiency or an excess in the payment made to the Royalty Holder (and as long as the Company has been provided with a copy of the report of the auditor and has not disputed the auditor's findings by giving a Dispute Notice to the Royalty Holder within three (3) months of receiving that report), such deficiency or excess will be resolved by adjusting the next Quarterly Royalty payment due

under this Agreement. If production has ceased, settlement will be made between the Parties by cash payment. The Royalty Holder will pay all costs of such audit unless a deficiency of five percent (5%) or more of the amount due to the Royalty Holder is determined to exist. The Company will pay the costs of such audit if a deficiency of five percent (5%) or more of the amount due is determined to exist. Failure on the part of the Royalty Holder to make claim on the Company for adjustment within the period of six (6) months specified in section 4.5 will establish the correctness of the payment and preclude the making of any claims for adjustment of the Royalty payment.

- 4.8 Subject to section 4.3, payments under this Agreement will be made in United States dollars without demand, notice, set-off, or reduction, by wire transfer in good, immediately available funds, to such account or accounts as the Royalty Holder may designate pursuant to wire instructions provided by the Royalty Holder to the Company not less than five (5) days prior to the dates upon which such payments are to be made.
- 4.9 The Company (and any of its Affiliates) will have the right to market and sell the Mineral Product in any manner it may elect, and will have the right to engage in forward sales, futures trading or commodity options trading and other price hedging, price protection, and speculative arrangements ("**Trading Activities**") which may involve the possible physical delivery of Mineral Product. The Royalty will not apply to, and the Royalty Holder will not be entitled to participate in, the proceeds generated by the Company, a shareholder of the Company, or an Affiliate of either in Trading Activities or in the actual marketing or sales of Mineral Product.
- 4.10 In determining the Royalty, the Company will not be entitled to deduct from the Gross Proceeds any losses suffered by the Company, a shareholder or an Affiliate in Trading Activities. If the Company (or any Affiliate) engages in Trading Activities in respect of Mineral Product, then the Gross Proceeds will be determined as set out in section 1.1(14)(b).
- 4.11 All Royalty Records must be kept in accordance with IFRS.
- 4.12 For the purpose of determining the Gross Proceeds, all receipts and disbursements in a currency other than United States dollars must be converted into United States dollars on the day of receipt or disbursement (at the average rate for the month of receipt or disbursement) as the case may be, all such conversions being determined using the daily mid-point rate for the relevant currency exchange provided by the Bank of Canada noon rates.

5. OTHER INTERESTS

This Agreement and the rights and obligations of the Parties under it are limited to the Royalty. For the avoidance of doubt, it is acknowledged and agreed that each Party will have the free and unrestricted right to enter into, conduct and benefit from any and all business ventures of any kind whatsoever (including, in the case of the Company, business ventures in respect of any Mineral Right held by the Company or any of its Affiliates that lies wholly or partially within the boundaries of the Property or that lies outside and adjoins such boundaries), whether or not competitive with any other activities undertaken by itself or the other Party, without disclosing such business ventures to the other Party or inviting or allowing the other to participate in those business ventures.

6. ASSIGNMENT

- 6.1 Subject to section 7, the Royalty Holder may assign all (but not less than all) of the Royalty but no such assignment will be effective against the Company until the assignee or transferee has delivered to the Company a written and enforceable undertaking, by which such assignee or transferee agrees with the Company to be bound by all of the terms and conditions of this Agreement.

6.2 The Company may assign all or any portion of its interest in and to the Property, but such assignment will not (except where the assignment is by way of security) be effective until the assignee has delivered to the Royalty Holder a written and enforceable undertaking agreeing to be bound, to the extent of the interest assigned, by all of the terms and conditions of this Agreement.

6.3 For the purposes of this section 6 and section 7, to “assign” and inflexions of “assign” means to sell, assign, transfer, encumber or otherwise dispose of.

7. RIGHT OF FIRST REFUSAL

7.1 If the Royalty Holder:

(1) receives a bona fide offer from an independent third party dealing at arm's length with the Royalty Holder to purchase or take an assignment of the Royalty, which offer the Royalty Holder desires to accept; or

(2) intends to assign the Royalty to any person,

then the Royalty Holder must first offer (“Offer”) the Royalty in writing to the Company upon terms no less favourable than those offered by the Proposed Assignee or intended to be offered by the Royalty Holder, as the case may be.

7.2 The Offer must specify the price and terms and conditions of such assignment, the name of the Proposed Assignee (which will, in the case of an intended offer by the Royalty Holder, mean the person or persons to whom the Royalty Holder intends to offer the Royalty) and, if the offer received by the Royalty Holder from the Proposed Assignee provides for any consideration payable to the Royalty Holder otherwise than in cash, then the Offer must include the Royalty Holder's reasonable estimate of the cash equivalent of the non-cash consideration.

7.3 Within fourteen (14) days after receipt of the Offer the Company may object in writing to the determination of the cash equivalent of the non-cash consideration (which is included within the Offer as required by section 7.2) and upon such an objection being made the Parties must seek to agree upon that cash equivalent but if they cannot reach agreement within fourteen (14) days after the date of objection, then that cash equivalent will constitute a Dispute to be resolved in accordance with section 8 (the cost of which determination must be borne, if the cash value determined is less than that determined by the Royalty Holder, by the Royalty Holder and in any other case by the Company).

7.4 If within a period of sixty (60) days of the receipt of the Offer, the Company notifies the Royalty Holder in writing that it or its nominee will accept the Offer, then the Royalty Holder will be bound to assign the Royalty to the Company or its nominee (as the case may be) and the Company or its nominee (as the case may be) will be bound to purchase the Royalty on the terms and conditions of the Offer.

7.5 If the Company fails to notify the Royalty Holder before the expiration of the period specified in section 7.4 that it or its nominee will purchase the Royalty offered, then the Royalty Holder may assign the Royalty to the Proposed Assignee at the price and on the terms and conditions specified in the Offer for a period of sixty (60) days.

7.6 Sections 7.1 to 7.5 (inclusive) will again apply to the Royalty if the assignment to the Proposed Assignee is not completed within sixty (60) day period specified in section 7.5.

7.7 Any assignment under this section 7 will be conditional upon the Proposed Assignee delivering a written agreement to the Company, in form and content satisfactory to the Company, by which

the Proposed Assignee agrees with the Company to be bound by the terms and conditions of this section 7 and this Agreement.

8. DISPUTE RESOLUTION

- 8.1 If there is any Dispute between the Parties concerning or arising out of or in relation to this Agreement (including any Dispute as to whether any issue or matter is arbitral), then a Party may give to the other Party a notice ("**Dispute Notice**") specifying the Dispute and requiring its resolution under this section 8. All Disputes must be resolved solely in accordance with this section 8.
- 8.2 If the Dispute is not resolved within fourteen (14) days after a Dispute Notice is given by a Party to the other Party, each Party must nominate one (1) representative from its senior management to resolve the Dispute (each, a "**Dispute Representative**"), who must negotiate in good faith using their respective commercially reasonable efforts to attain a resolution of the Dispute.
- 8.3 If the Dispute is not resolved within fourteen (14) days of the Dispute being referred to the respective Dispute Representatives, then any Party may submit the Dispute to arbitration in accordance with the remaining provisions of this section 8.
- 8.4 Any Dispute which has not been resolved under section 8.2 must be referred to and finally resolved by arbitration under the then current domestic commercial arbitration rules of the BCICAC ("**Rules**").
- 8.5 The Parties agree that:
- (1) the seat, or legal place of arbitration, will be Vancouver, British Columbia. The language used in the arbitral proceedings will be English;
 - (2) all arbitral proceedings will be private and confidential and may be attended only by the arbitrators, the Parties and their representatives, and witnesses to the extent they are testifying in the proceedings;
 - (3) subject to section 8.5(4), any Dispute will be heard by a single arbitrator and the Parties must attempt to agree upon a qualified individual to serve as arbitrator. If the Parties are unable to so agree within thirty (30) days of the first attempt by the Parties to select the arbitrator, then the arbitrator will be selected and appointed by the BCICAC;
 - (4) if any Party's claim or counterclaim equals or exceeds five million dollars (\$5,000,000), exclusive of interest or legal fees, then the Dispute must be heard and determined by three (3) arbitrators and in the event that three (3) arbitrators will hear the Dispute, each Party must, within thirty (30) days after commencement of the arbitration, select one (1) person to act as arbitrator. The two (2) arbitrators so selected must, within fourteen (14) days of their appointment, select a third arbitrator who will serve as the chairperson of the arbitral panel;
 - (5) if a Party fails to appoint an arbitrator as required under section 8.5(4), or if the arbitrators selected by the Parties are unable or fail to agree upon a third arbitrator within fourteen (14) days of their appointment, then that arbitrator will be selected and appointed by the BCICAC;
 - (6) the arbitrator (or each of them as the case may be) must be independent of the Parties, a senior qualified and practising lawyer in Canada with expertise in the subject matter of the Dispute;

- (7) if an arbitrator dies, resigns, refuses to act, or becomes incapable of performing his or her functions as an arbitrator, then the BCICAC may declare a vacancy on the panel and the vacancy must be filled by the method by which that arbitrator was originally appointed;
 - (8) the arbitral panel may determine all questions of law and jurisdiction (including questions as to whether or not a Dispute is arbitrable) and all matters of procedure relating to the arbitration;
 - (9) the fees of the arbitrator or arbitral panel (as the case may be) will be paid by both Parties in equal shares during the course of the arbitration but upon final award being rendered in respect of the Dispute, the Party not substantially prevailing will pay all costs and reimburse all arbitration costs, including the amounts paid by the substantially prevailing Party, subject to the contrary decision of the arbitrator or arbitral panel (as the case may be);
 - (10) arbitration will be the sole and exclusive forum for resolution of a Dispute and any award or determination of the arbitral panel will be final and binding upon the Parties in respect of all matters relating to the arbitration, the procedure, the conduct of the Parties during the proceedings and the final determination of the issues in the arbitration; and
 - (11) there will be no appeal from any award or determination of the arbitral panel to any court and judgment on any arbitral award may be entered in any court of competent jurisdiction.
- 8.6 If for any reason the BCICAC cannot or does not make the appointment or appointments required under the Rules or this section 8, either Party may apply to the Supreme Court of British Columbia to appoint the arbitrator or arbitrators, as the case may be.
- 8.7 No arbitration proceeding may be commenced under this section 8 unless commenced within the time period permitted for actions by the applicable statute of limitations.
- 8.8 All papers, notices or process pertaining to an arbitration under this Agreement may be served on a Party in accordance with section 10.
- 8.9 The Parties must treat as Confidential Information, in accordance with the provisions of section 9, the existence of the arbitral proceedings; written notices, pleadings and correspondence in relation to the arbitration; reports, summaries, witness statements, memorials, briefs and other documents prepared in respect of the arbitration; contemporaneous or historical documents exchanged or produced for the purposes of the arbitration; and the contents of any award or ruling made in respect of the arbitration. Notwithstanding the foregoing, a Party may disclose such confidential information in judicial proceedings to enforce an award or ruling and as permitted under this section 8.
- 8.10 If there is a conflict between the provisions of this Agreement and the provisions of the Rules, then the provisions of this Agreement will prevail.
- 8.11 Nothing in this section 8 will prejudice the right of a Party to institute legal proceedings to seek urgent interlocutory or declaratory relief. Subject to the foregoing, the arbitration will be the sole and exclusive forum for resolution of a Dispute and the award will be final and binding.
- 8.12 The award rendered by an arbitrator or arbitral panel (as the case may be) may be enforced by an order or judgment of any court having jurisdiction or an application may be made to such court for acceptance of the award and an order of enforcement, as the case may be.

9. CONFIDENTIALITY

- 9.1 The existence and terms of this Agreement, any draft of this Agreement and all information (whether embodied in tangible or electronic form) obtained by the Royalty Holder in or from Royalty Records, Royalty Statements or otherwise relating to the Royalty or to the business and activities of the Company or any of its Affiliates or any other person in relation to the Property, any Mineral Right held by the Company (or an Affiliate) or any Mineral Product, all of which will, for the purposes of this section 9, be referred to as “**Confidential Information**”, must be treated by the Royalty Holder as confidential and must not be disclosed to any person, except in the following circumstances:
- (1) the Royalty Holder may disclose the Confidential Information to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, as long as such non-party users are advised of the confidential nature of the Confidential Information, agree with the Company in writing to maintain the confidentiality of it in a manner at least as onerous on the non-users as this section 9 is onerous on the Royalty Holder and are strictly limited in their use of the Confidential Information to those purposes necessary for such non-party users to perform the services for which they were retained by the Royalty Holder;
 - (2) the Royalty Holder may disclose the Confidential Information to a bona fide purchaser (whether actual or prospective) of all or part of the Royalty Holder's rights under this Agreement or to a bona fide financier (whether actual or prospective) as long as such purchaser or financier has first agreed in writing with the Company to preserve the confidentiality of the Confidential Information to be disclosed in a manner at least as onerous on the purchaser or financier as this section 9 is onerous on the Royalty Holder;
 - (3) the Royalty Holder may disclose the Confidential Information where that disclosure is necessary to comply with its disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements, as long as the proposed disclosure is limited to factual matters and that the Royalty Holder will have availed itself of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which it may be entitled; or
 - (4) with the prior written approval of the Company.
- 9.2 Any Confidential Information that becomes part of the public domain by no act or omission in breach of this section 9 will cease to be Confidential Information for the purposes of this section 9.
- 9.3 Section 9.1 does not restrict the disclosure or use of Confidential Information for the purposes of, and to the extent required in connection with, legal action to enforce rights under, or to seek remedies in connection with, this Agreement.
- 9.4 If requested in writing, the Company will provide the Royalty Holder, at the Royalty Holder's expense, with such data or reports regarding mineral resources and reserves that are subject to the Royalty as are in the Company's or its Affiliates' possession and which may be reasonably required by the Royalty Holder to comply with the requirements under NI 43-101 or similar legal requirements applicable to Royalty Holder. No representation or warranty is or will be made by the Company or its Affiliates with respect to the accuracy or completeness of such data or reports or the interpretation or conclusions drawn by the Royalty Holder or its Affiliates from such data or reports, nor with respect to the disclosure of such information by the Royalty Holder or its Affiliates, and the Royalty Holder acknowledges that the Company will not be responsible for any liability of the Royalty Holder or its Affiliates arising out of or with respect to the disclosure of such information by Royalty Holder.

9.5 This section 9 continues to bind the Royalty Holder, notwithstanding that the Royalty Holder ceases to be a Party to this Agreement or this Agreement is terminated for any reason, for a period of five (5) years from the date of such cessation or termination (as the case may be).

10. NOTICES

10.1 A notice, demand, consent or other communication required, given or made under this Agreement (“**Notice**”) must be in writing, signed by the sender and either left at the delivery address or sent to the addressee by mail or email. If it is sent by mail, it is taken to have been received five (5) Business Days after it is posted. If it is sent by email it is taken to have been received only when acknowledged by an addressee. Each Party’s delivery address and email address will be as specified in section 10.2 or as notified in writing from time to time.

10.2 Each Party’s delivery address and electronic mail address are:

(1) in the case of the Company:

Minera Sud Argentina S.A.

<@><@>

<@><@>

<@><@>

Attention: Chief Executive Officer

Email: <@>

(2) in the case of the Royalty Holder:

<*insert name of Royalty Holder>

<*insert address>

<@>, <@>

<@> <*insert zip>

Attention: Chief Executive Officer

Email: <@>@<@>.<@>

11. GENERAL

11.1 At the request of the Parties this Agreement has been drafted in the English language. If required by applicable Law, this Agreement may be translated into Spanish but in the event of any inconsistency between the Spanish version of this Agreement and the English version of this Agreement, the English version will prevail and govern.

11.2 All the documents, notices, waivers and other communications given or made between the Parties in connection with this Agreement must be in the English language unless the Parties agree to the use of Spanish for any or all communications. In the event of a discrepancy between the English language version and the Spanish language translation of any document, notice, waiver or other communication, the English language version will prevail and govern.

11.3 Except for matters of title to the Property or its assignment or transfer, which will be governed by the law of its situs, this Agreement is solely governed by the law in force in British Columbia and the laws of Canada applicable in British Columbia without giving effect to the conflict of laws principles in British Columbia and without reference to the laws of any other jurisdiction.

11.4 Subject to section 8, each Party:

- (1) irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of the courts exercising jurisdiction in British Columbia, and any court that may hear appeals from any of those courts, for any proceeding in connection with this Agreement, subject to the right to enforce a judgement obtained in any of those courts in any other jurisdiction; and
 - (2) irrevocably waives any objection to the venue of any legal process commenced in the courts of British Columbia on any basis including that the process has been brought in an inconvenient forum.
- 11.5 This Agreement is not intended to, and will not be deemed to, create any partnership, association or joint venture between the Parties including a mining partnership or commercial partnership. The obligations and liabilities of the Parties will be several and not joint and neither Party will have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of the other Party. Nothing in this Agreement will be deemed to constitute a Party the partner, agent or legal representative of the other Party or to create any fiduciary relationship between the Parties.
- 11.6 Nothing contained in this Agreement will be construed as conferring upon the Royalty Holder any right to or beneficial interest in the Property. The right to receive a percentage of Net Smelter Returns from the Company as and when due is and will be deemed to be a contractual right only.
- 11.7 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.
- 11.8 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior agreements, quotation requests, understandings, representations, warranties, promises, statements, negotiations, letters and documents in respect of its subject matter (if any) made or given prior to the date of this Agreement.
- 11.9 This Agreement, or a memorandum of this Agreement, must, upon the written request of the Royalty Holder, be recorded in the office or register of any Governmental Authority identified in the written request of the Royalty Holder, in order to give notice to third persons of the Royalty Holder's contractual entitlement to the Royalty under this Agreement. The Company agrees with the Royalty Holder to execute those documents that may be necessary to perfect such recording.
- 11.10 Each Party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.
- 11.11 Sections 5 and 6 will not merge on completion, but will continue in full force and effect after any termination or expiration of this Agreement as will any other provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or expiration of this Agreement.
- 11.12 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.
- 11.13 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing signed by the Party granting it. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- 11.14 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

11.15 This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the Parties on the exchange of counterparts. A copy of a counterpart sent by facsimile machine or by electronic mail:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

11.16 Each person signing this Agreement as an authorized officer of a Party hereby represents and warrants that he or she is duly authorized to sign this Agreement for that Party and that this Agreement will, upon having been so executed, be binding on that Party in accordance with its terms.

EXECUTED AS AN AGREEMENT.

MINERA SUD ARGENTINA S.A.

By: _____
Name:
Title:



By: _____
Name:
Title:

Schedule 1

Status	Mining Right	File Number

[Redacted]

SCHEDULE 5 – TRANSFER NOTICE

[PLACE] [DATED ON EFFECTIVE DATE]

Minera Sud Argentina S.A.

Esmeralda 684, Piso 15, Buenos Aires, Argentina C1007ABF

(la “Compañía” o “Uds.”)

De nuestra consideración:

Nos dirigimos a Uds. con relación al Earn-In Agreement (“Earn-In Agreement”) celebrado por nosotros (“S32”), Uds., Minsud Resources Corporation (“Minsud”) y Minsud Argentina Inc. (“MAI”). Todos los términos no definidos en la presente tendrán el significado que se les asigna en el Earn-In Agreement.

Por la presente les notificamos por acto público (artículo 1620 y concordantes del Código Civil y Comercial de la Nación Argentina) que, en caso de que el Earn-In Agreement sea terminado de acuerdo a lo dispuesto en su section, 5.2 (1), section 5.2 (2), section 5.2 (3), section 5.2 (4) o section 5.2 (5) (según sea el caso) del Earn-In Agreement, todos los derechos de S32 con relación a cualquier Capital Contribution realizado por S32 con anterioridad a la referida terminación se considerarán de pleno derecho cedidos a MAI.

Sin otro particular saludamos a Uds. atentamente.

**SOUTH32 ALUMINIUM (HOLDINGS) PTY LTD
(ACN 169 411 974)**

Por: _____
Nombre: _____
Título: _____

[Place] [DATED ON EFFECTIVE DATE]

Minera Sud Argentina S.A.

Esmeralda 684, Piso 15, Buenos Aires, Argentina C1007ABF

(the “**Company**”)

Dear Sirs,

We are pleased to address the Company regarding the Earn-In Agreement (the “Earn-In Agreement”), executed by and between the undersigned (“South32”), the Company, Minsud Resources Corporation (“Minsud”) and Minsud Argentina Inc. (“MAI”). All terms not defined herein shall have the meaning assigned to them in the Earn-In Agreement.

South32 hereby notifies the Company by public act (Section 1620 and concordant of the Código Civil y Comercial de la Nación Argentina) that if the Earn-In Agreement is terminated in accordance with section 5.2 (1), section 5.2 (2), section 5.2 (3), section 5.2 (4) or section 5.2 (5) (as the case may be) of the Earn-In Agreement, all rights of South32 in relation to any Capital Contribution made by South32 prior to the date of termination of the Earn-In Agreement shall be considered as assigned ope legis (“de pleno derecho”) to MAI.

Yours faithfully,

SOUTH32 ALUMINIUM (HOLDINGS) PTY LTD
(ACN 169 411 974)

By: _____
Name: _____
Title: _____

EXHIBIT B

ACCEPTANCE NOTE

Perth, Western Australia, November 1, 2019

Minsud Resources Corp.

of 340 Richmond Street West, Toronto, Ontario, Canada, M5V 1X2

Minsud Argentina Inc.

of 340 Richmond Street West, Toronto, Ontario, Canada, M5V 1X2

Minera Sud Argentina S.A.

of Esmeralda 684, Piso 15, City of Buenos Aires, Argentina, C1007ABF

Dear Sirs,

We hereby unconditionally accept the terms and conditions of your Offer Number 1 dated November 1, 2019.

Yours sincerely,

**SOUTH32 ALUMINIUM (HOLDINGS) PTY LTD
(ACN 169 411 974)**

By: “Simon Collins”
Authorized Signatory

Name: Simon Collins

Title: Chief Development Officer